

EEIG “North Sea – Baltic Rail Freight Corridor” EZIG, 74 Targowa St., 03-734 Warsaw, Poland,
phone: +48 22 47 32 320, info@rfc8.eu, www.rfc-northsea-baltic.eu

TENDER RULES
FOR
A REQUEST FOR PROPOSALS

FOR A TRANSPORT MARKET STUDY
OF THE
RAIL FREIGHT CORRIDOR NORTH SEA – BALTIC

Table of Contents

1. GENERAL INFORMATION	3
2. SHORT DESCRIPTION OF THE TERMS OF REFERENCE.....	3
3. TYPE OF PROCEDURE.....	4
4. DURATION OF THE CONTRACT.....	4
5. CURRENCY IN WHICH SETTLEMENTS WILL BE CONDUCTED.....	4
6. CONDITIONS FOR PARTICIPATION IN THE PROCEEDINGS AND METHOD OF EVALUATION OF COMPLIANCE WITH THESE CONDITIONS	5
7. TENDER BOND.....	6
8. RULES OF PROVIDING CLARIFICATIONS	6
9. PREPARATION OF THE BID.....	7
10. DESCRIPTION OF THE PRICE CALCULATION METHOD	7
11. FORM OF THE BID.....	8
12. CONTENT OF THE BID.	8
13. BID VALIDITY	9
14. PLACE, DATE, AND METHOD OF BID SUBMISSION.....	9
15. CONTRACT AWARD CRITERIA.....	10
16. BID REJECTION.....	12
17. EXAMINATION AND EVALUATION OF PROPOSALS	13
18. SELECTION OF THE BEST PROPOSAL.....	14
19. NOTIFICATION OF THE RESULT.....	15
20. INFORMATION WHICH CONSTITUTES A BUSINESS SECRET IN THE MEANING OF REGULATIONS ON COUNTERACTING UNFAIR COMPETITION.	15
21. ANNULMENT OF THE PROCEEDINGS	16
22. LEGAL REMEDIES FOR CONTRACTORS.....	16
23. SUBCONTRACTING	17
24. JOINT BID.....	17
25. METHOD FOR COMMUNICATION OF THE CONTRACTING PARTY WITH THE CONTRACTOR.....	18
26. GDPR INFORMATION CLAUSE.....	18

1. GENERAL INFORMATION

These Tender Rules define the rules for selecting the Contractor with whom

the EEIG "North Sea – Baltic Rail Freight Corridor" EZIG with its registered office in Warsaw (code: 03-734) at 74 Targowa Street, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for the City of Warsaw, XIII Commercial Division, under KRS number: 0000603675, REGON: 363805225, NIP: 113-29-03-811, hereinafter referred to as "EEIG",

will enter into an agreement in its own name and in the following scope:

Transport Market Study of the Rail Freight Corridor North Sea-Baltic.

The Contractor is obliged to keep all legally protected information obtained in the course of negotiations and during the performance of the agreement in confidence.

The proceeding is conducted according to provisions applicable for the place of residence of the Contracting party.

2. SHORT DESCRIPTION OF THE TERMS OF REFERENCE

The subject of the order is to conduct the Transport Market Study of the Rail Freight Corridor North Sea-Baltic (RFC NS-B) relating to the observed and expected changes in the traffic on the freight corridor, as a consequence of its being established, covering the different types of traffic, both regarding the transport of freight and the transport of passengers. This study has to also review, where necessary, the socio-economic costs and benefits stemming from the establishment of the freight corridor. TMS will be co-financed with the CEF funding.

An essential part of the implementation plan for the freight corridor was the Transport Market Study (TMS) that was finalized in March 2014. According to Article 9.3 of the Regulation (EU) 913/2010, rail freight corridors are obliged to “periodically update” the existing transport market studies.

The following specific aims and expected results can be defined to fulfil the requirements from Regulations (EU) 913/2010 and 1316/2013:

- Short socio-economic analysis, for the proposed, above-mentioned extensions and reaffirmation of the existing PEST analysis;
- Analysis of the current situation of rail freight traffic/volumes and passenger traffic on the RFC NS-B routes, including proposed extensions;
- Prognosis for rail freight traffic/volumes on the full scope of RFC NS-B, including proposed extensions.

EXPECTED CONTENT OF THE TMS:

1. Definition of the corridor catchment area and results on possible terminals belonging to the corridor extension.
2. General socio-economic development on the corridor
 - Analysis of current transport market on the corridor
 - Transport volumes per O/D trade lane and mode
3. Transport volumes per market segment and mode
 - Evaluation of the future transport market development on the corridor
 - Transport volumes per O/D trade pair and mode and transport volumes per market segment and mode (short term)
4. Evaluation of the future transport market development on the corridor
 - Transport volumes per O/D trade lanes and mode and transport volumes per market segment and mode (short term)
 - Summary of Rail Baltica Global Project (long-term)
5. Conclusions & Executive Summary

A detailed description of the subject of the order is given in Annex No. 1 to these Tender Rules – Terms of reference.

3. TYPE OF PROCEDURE

Procurement procedure: request for proposals

Order procedure will be conducted on the basis of the regulations contained in these Tender Rules.

4. DURATION OF THE CONTRACT

Contract Period:

Commencement date: the subject of this order will be implemented from the date of signing the contract. Signing of the contract will take place after the selection of the contractor's offer.

End: 44 weeks after the commencement date.

5. CURRENCY IN WHICH SETTLEMENTS WILL BE CONDUCTED

All settlements related to the implementation of this public procurement will be in EUR and in English language. The detailed information and method of settlement are set out in the Draft Contract (Annex No. 6 to the Tender Rules).

6. CONDITIONS FOR PARTICIPATION IN THE PROCEEDINGS AND METHOD OF EVALUATION OF COMPLIANCE WITH THESE CONDITIONS

Contractor may apply for the award of this order that fulfil the terms related to:

- 6.1 Competence or authority to pursue a specific professional activity, if it is provided for in separate regulations;
- 6.2 The economic and financial situation;
- 6.3 Technical and professional capabilities and
- 6.4 Their bid will not be subject to rejection under Article 16 points 5-10 of the Tender Rules.

Within the scope of the condition specified in 6.1, the Contractor will submit to the Contracting party a Statement made in accordance with Annex No. 3.1 to the Tender Rules.

Within the scope of the condition specified in 6.2, the Contractor is required to prove having financial means or creditworthiness in the amount of not less than EUR 45,000.00.

Evaluation of meeting the condition indicated in 6.2. will be based on the documents provided by the Contractor: information of the bank or the cooperative savings and credit bank where the Contractor holds an account, confirming the amount of financial means or the creditworthiness of the Contractor, issued not earlier than 3 months before the deadline for submission of the bid (Annex No. 3.2).

Within the scope of the condition specified in 6.3, the Contractor is required to indicate:

- executing during the last five years before the deadline of submission of the bid, at least 3 (three) Transport Market studies in the scope of rail transport with a description of the value, object, date of execution, and the entities for which the services were performed with the attachment of evidence that the service was executed properly.

For the description of the value of services expressed in currencies other than EUR, the average exchange rate published by the National Bank of Poland from the first working day of the month of the notice of the proceedings should be taken.

Evaluation of meeting the condition indicated in Article 6.3. will be based on documents submitted by the Contractor:

- a list of orders performed, including the subject matter of the order, the dates of execution and the recipients of the services, and the documents confirming that the services had been duly executed (prepared in accordance with Annex No. 3.3 to the Tender Rules).

Within the scope of the condition specified in 6.4, in order to demonstrate that the Contractor's bid is not subject to rejection under Article 16 point 5-10 of the Tender Rules, the following documents must be submitted by the Contractor:

- a valid extract from the relevant register or from the central business records and information, if separate regulations require entry in the register or filing with the business register, issued not earlier than 6 months before the deadline for submission of bids (Annex No. 3.4.1);

- up-to-date information from the National Criminal Register within the scope defined in Article 16, point 5 - 7, 9, 10 of the Tender Rules, issued not earlier than 6 months before the deadline for submission of bids (Annex No. 3.4.2);
- current certificate of the appropriate head of the tax office and the relevant branch of the Social Insurance Institution or the Agricultural Social Insurance Fund confirming respectively that the Contractor is not in arrears with the payment of taxes, fees, and health and social insurance premiums or a certificate that they obtained the legal exemption, postponement or distribution of the outstanding payments or suspension of performance of the decision of the competent authority in full, issued not earlier than 3 months before the deadline for the submission of the bid (Annex No. 3.4.3).

The Contractor with its registered office or place of residence outside the territory of the Republic of Poland, it shall submit a document or documents issued in accordance with the law of the country in which it is established or domiciled, confirming that:

- no liquidation or bankruptcy related to it has been declared,
- no ban on applying for the order has been adjudicated against it,
- it is not in arrears with the payment of taxes, social security or health insurance fees or premiums, or they have obtained legal exemption, postponement, or spreading of outstanding payments into instalments, or suspension of the full implementation of the decision of a competent authority (Annex No. 3.4.4).

7. TENDER BOND

The Contracting party does not demand security in the form of a tender bond.

8. RULES OF PROVIDING CLARIFICATIONS

1. The Contractor may request the Contracting party to clarify the content of the Tender Rules till 06.08.2018, no later than until the end of the day marking the half of the period for proposal submission. The Contracting party shall provide clarifications without delay, no later than within 14 calendar days, after the above mentioned deadline.
2. If the request for clarification of the Tender Rules, including all Annexes of the Tender Rules, was received after the deadline, referred to in subsection 1, the Contracting party may provide appropriate clarifications or leave the request unprocessed.
3. Extending the deadline for submission of proposals shall not influence the deadline for submission of requests for clarification set forth in subsection 1.
4. The Contracting party shall post the content of requests and clarifications on its website and in the Official Journal of the European Union without revealing the source of the inquiry.
5. In justified cases, the Contracting party may change the content of the Tender Rules before the deadline for the submission of proposals. Such a change shall be communicated without delay on its website and in the Official Journal of the European Union.

6. Should a major change in the Tender Rules, not resulting in the change of the content of the announcement on the procurement, require additional time for introducing necessary modifications to the proposals, the Contracting party shall extend the time prescribed for submission of proposals by posting proper information on the Contracting party’s website and in the Official Journal of the European Union featuring the Tender Rules as well.
7. Should the Tender Rules result in change of the procurement notice, the Contracting party shall publish proper information on the Contracting party’s website and in the Official Journal of the European Union.

9. PREPARATION OF THE BID

1. Each Contractor may submit only one bid.
2. The bid should be prepared strictly according to the requirements specified in these Tender Rules.
3. The bid must be signed by persons authorized to represent the Contractor in accordance with the form of representation of the Contractor specified in the register or other document appropriate for the organizational form of the Contractor or by an authorized representative of the Contractor. If the document stating the legal status of the Contractor or the power of attorney shows that several persons are authorized to represent the Contractor, the documents included in the bid must be signed by all these persons.
4. The power of attorney to represent the Contractor must directly result from the Statutory Document (representatives from National Court Register).
5. The Annexes to these Tender Rules should be completed by the Contractor and attached to the bid, or prepared by the Contractor in another form - in accordance with these Tender Rules.
6. The Contracting party does not allow making any changes in the documents attached to these Tender Rules (abbreviations, omissions, deletions, corrections, or annotations) except for dotted spots, to be filled in or specially marked with a footnote for instance.
7. The Contractor shall bear all costs associated with the preparation and submission of the bid.

10. DESCRIPTION OF THE PRICE CALCULATION METHOD

1. The gross price specified in the bid must take into account all the requirements of these Tender Rules and shall cover all direct and indirect costs that will be borne by the Contractor for the timely and proper performance of the whole of the subject matter of the Order and the value added tax (not applicable to foreign Contractors that are not VAT payers in Poland).
2. The bid price and the manner of its presentation in the bid is specified in the Bid Form, which constitutes Annex No. 2 to these Tender Rules.
3. In the case of a foreign Contractor that is not registered in Poland, the Contracting party shall, in order to evaluate the bid, add to the (net) price shown in it, the value added tax which the Contracting party would be obliged to pay in accordance with the applicable regulations.

11. FORM OF THE BID

1. The Bid along with the Annexes should be drawn up in English, in written form and format no larger than A4, in original. The words "original" should be mentioned on paper-based Bids.
2. Appropriate filling in the dotted places in the templates of documents constituting annexes to these Tender Rules and subsequently being incorporated in the Bid can be made by computer, machine, or manually.
3. Documents prepared by the Contractor himself on the basis of the annexes to these Tender Rules must be in the form of a computerized print or a typed manuscript.
4. The whole Bid must be submitted in a form that prevents it from becoming accidentally incomplete - bid sheets (pages) must be stitched, in saddle stitch binding, or combined using a different technique.
5. Any places in the bid where the Contractor has made amendments or changes in the content entered by it (i.e. only in places where it is acceptable by the Contracting party) must be initialled by the person(s) signing the bid, otherwise they will not be included.
6. The additional documents included in the bid may be presented in the form of originals or certified true copies. Compliance with the original of all recorded pages of copies of documents included in the bid should be confirmed by the person (or persons if two or more persons are authorized to represent the Contractor) signing the bid according to the content of the document defining the legal status of the Contractor or the content of the power of attorney attached to the bid.

12. CONTENT OF THE BID.

The complete bid must contain the following documents:

1. The completed bid form (filled in Annex No. 2 to the Tender Rules);
2. A statement by the Contractor on the fulfilment of the conditions (filled in Annex No. 3.1 to the Tender Rules);
3. Information of the bank confirming the amount of financial means or the creditworthiness of the Contractor (Annex No. 3.2);
4. List of the orders performed (filled in Annex No. 3.3 to the Tender Rules);
5. A valid extract from the relevant register or from the central business records and information, if separate regulations require entry in the register or filing with the business register, issued not earlier than 6 months before the deadline for submission of bids - Annex No. 3.4.1;
6. Up-to-date information from the National Criminal Register within the scope defined in Article 16, points 5 - 7, 9, 10 of the Tender Rules, issued not earlier than 6 months before the deadline for submission of bids - Annex No. 3.4.2;
7. Current certificate of the appropriate head of the tax office and the relevant branch of the Social Insurance Institution or the Agricultural Social Insurance Fund confirming respectively that the Contractor is not in arrears with the payment of taxes, fees, and health and social insurance premiums or a certificate that they obtained the legal exemption, postponement or distribution

- of the outstanding payments or suspension of performance of the decision of the competent authority in full, issued not earlier than 3 months before the deadline for the submission of the bid Annex No. 3.4.3;
8. Contractors with their registered office or place of residence outside the territory of the Republic of Poland documents issued in accordance with the law of the country in which they are established or domiciled, confirming that:
 - no liquidation or bankruptcy related to them has been declared,
 - no ban on applying for the order has been adjudicated against them,
 - they are not in arrears with the payment of taxes, social security or health insurance fees or premiums, or they have obtained legal exemption, postponement, or spreading of outstanding payments into instalments, or suspension of the full implementation of the decision of a competent authority - Annex No. 3.4.4;
 9. Confirmation of the technical and professional qualifications of the persons (filled in Annex No. 4.1 to the Tender Rules);
 10. Brief description of the methodology of the study and the project schedule - Annex No. 4.2;
 11. List of work for subcontracting (filled in Annex No. 5 to the Tender Rules).

13. BID VALIDITY

The Contractor is bound by the bid until 60 days from the date of the opening of the proposals.

14. PLACE, DATE, AND METHOD OF BID SUBMISSION.

1. The bid must be submitted at the seat of the Contracting party EEIG "North Sea - Baltic Rail Freight Corridor" EZIG 03-734 Warsaw, 74 Targowa Str., within the deadline:

by 27.08.2018. until 04:00 p.m. local time

2. A bid made after the deadline will be returned to the Contractor without opening.
3. The bid should be submitted in a non-transparent envelope secured against opening to the following address:

**Weronika Karbowski
EEIG "North Sea – Baltic Rail Freight Corridor" EZIG
03-734 Warsaw, 74 Targowa Str.**

and described as follows:

**"Request for proposal for
a Transport Market Study
of the Rail Freight Corridor North Sea – Baltic**

Opening proposals: 28.08.2018 at 11:00 a.m. local time

15. CONTRACT AWARD CRITERIA

The criteria for choosing the best bid will be:

No.	Criteria:	Weight
1.	Total gross price	60 %
2.	Skills of the Team Members	10 %
3.	Methodology of the study and the project schedule	30%

In order to choose the most advantageous bid, the Contracting party will use the following formula for the criteria and their weight:

Price		Max	100 points	60%
Skills of the Team Members Performing	Project Manager	60 points	100 points	10%
	Knowledge of English language	10 points		
	Min. 5 years' experience in rail logistics	20 points		
	Experience in participating in at least 3 Transport Market Studies	30 points		
	Expert in rail freight logistics	40 points		
	Knowledge of English language	10 points		
	Relevant higher education degree and/or min. 5 years' experience in performing Transport Market Studies (3 studies)	30 points		
Methodology and the project schedule	Evaluation of brief description of the methodology	80 points	100 points	30%
	Evaluation of the proposal of the project schedule	20 points		

Score points:

$$\text{Points} = \frac{\text{the lowest gross price} \times 60}{\text{Price of tender X}} + \frac{\text{total score of skills} \times 10}{100} + \frac{\text{methodology and project schedule} \times 30}{100}$$

Points will be given to two decimal places.

Skills of the Team Members Performing:

The team delivering the service should include the following profiles:

- Project Manager: at least 5 years’ experience in rail logistics (operational railway knowledge) , including overseeing project delivery, quality control of delivered service, client orientation and conflict resolution, experience in participating in at least three TMS studies in the scope of rail transport.
- Expert in rail freight logistics: relevant higher education degree and/or minimum 5 years professional experience in the field of rail transport including long trains, timetabling experience in participating in at least three TMS studies in the scope of rail transport.
- Language quality check: all of the team members having contact with the contracting party should have proficiency level language skills in English

Confirmation of the educational and professional qualifications of the persons who will provide the service for this tender including the management staff (prepared in accordance with Annex No. 4.1 to the Tender Rules and CVs of team members).

Methodology – brief description of the methodology of the study (Annex No. 4.2);

As part of this criterion, the Contractor will provide a brief description of the methodology, which should include:

- Proposed methodology of work - quality and appropriateness of the methodologies for undertaking the different tasks as demonstrated on the basis of the content of the Terms of Reference (Annex No. 1), should at least consist of explanations how to get to the following points:
 - Definition of the catchment area (based on NUTS 2) and proposed terminals for the extension
 - Evaluation of the overall freight transport market for the reference year 2016/17¹
 - Analysis of traffic flows and transport volumes for all freight transport modes by O/D relations of the current market (2016/17)
 - Evaluation of the current (2016/17) rail passenger traffic
 - Evaluation of the socio-economic development (PEST analysis for the extensions + reconfirmation of previous results) until 2021/22, optionally until 2026

¹ Use of data of 2017 (for the whole analysis) is preferred. If data is not available, data of 2016 should be used.

- Summary of the results of the “Rail Baltica Global Project” study (CBA study) for the period after 2026 reflected as a separate chapter within the TMS.

For this part of the description, the Contractor may receive up to 80 points.

- Project schedule - the Contractor must propose its own project schedule including plan of the meetings with the special focus on the milestones specified in the Terms of Reference - for this part of the description, the Contractor may receive up to 20 points;

16. BID REJECTION

The Contracting party shall reject a proposal if:

1. Its content fails to comply with the Tender Rules, subject to the provision of Article 17 subsection 11 point c) hereof;
2. Submission of the proposal constitutes an act of unfair competition under the Polish Act of Counteracting Unfair Competition;
3. It contains an abnormally low price or costs in relation to the object of procurement or if the contractor failed to submit clarifications within the established period of time;
4. The contractor fails to meet the conditions specified in Article 6.
5. The contractor is a natural person legally convicted of an offence:
 - a) Offence under section 165a, sections 181-188, section 189a, sections 218-221, sections 228-230, section 250a, section 258 or sections 270-309 of the Act of 6th June 1997 – the Polish Criminal Code (Dziennik Ustaw item 553, as amended 127) or section 46 or 48 of the Act of 25th June 2010 of sport (Dziennik Ustaw of 2016 item 176),
 - b) Offence of a terrorist nature under section 115 Article 20 of the Act of 6th June 1997 – Kodeks Karny [*Polish Criminal Code*],
 - c) financial offence – tax fraud.
6. The contractor with its registered office or place of residence outside the territory of the Republic of Poland, did not submit a document or documents issued in accordance with the law of the country in which it is established or a statement which confirms what is required in the proceedings.
7. The contractor whose incumbent member of its management board or supervisory body, a partner in a general or professional partnership, or a general partner in a limited partnership or limited joint-stock partnership, or a holder of a commercial power of attorney has been sentenced for an offence referred to in point 5 hereof by a final and binding judgement of court;
8. There is a final and binding judgement or a final administrative decision convicting the contractor of being in delay with payment of taxes, fees or contributions on social and health insurance,
9. The contractor participated in preparing the procedure for awarding the procedure or the contractor’s employee, as well as person hired under an agreement for specific work, for personal services, of agency or other agreement on provision of services took part in preparations of such procedure, unless breach of competition caused by such a relationship may

- be eliminated in a manner other than rejection of the contractor’s proposal;
10. The contractor being a collective entity against whom the court has ruled the prohibition of applying for public procurement contracts pursuant to the Act of 28th October 2002 on liability of collective entities for acts prohibited under penalty (Dziennik Ustaw 2015 item 1212, 1844 and 1855 as well as of 2016 item 437 and 544);
 11. The contractor is an entity which is prohibited to apply for public procurement as a preventive measure;
 12. Within 3 days from being serviced with a proper notice, the contractor refused to correct errors specified in Article 17 subsection 10 point c) hereof;
 13. The proposal is invalid under separate provisions;
 14. The contractor failed to complete lacking documents within the established deadline despite being noticed to do so;
 15. The proposal contains errors in calculations which cannot be corrected under Article 17 subsection 10 hereof;
 16. The contractor submitted improper information influencing or possible to influence the result of the pending procedure;

17. EXAMINATION AND EVALUATION OF PROPOSALS

1. The Contracting party shall examine the compliance of the proposals with the Tender Rules.
2. In the course of examination and evaluation of proposals the Contracting party may request contractors to provide clarifications on the content of submitted proposals. Negotiations concerning the submitted proposal between the Contractor and the Contracting party, as well as introducing amendments to the submitted proposal other than those prescribed in these Tender Rules shall be forbidden.
3. The Contracting party shall analyse the provided documents in order to check compliance of the documents with the requirements.
4. Should the Contractor: not submit documents confirming circumstances specified in Article 6 hereof or other documents required for conducting the procedure; not submit all the documents; submit documents that feature mistakes or provoke the contracting party’s doubts, the Contractor shall be required to provide the lacking documents, complete the documents or provide clarifications within the period established by the Contracting party, unless despite submission, completion or provision of clarifications the proposal is subject to rejection or annulment of the procedure would have been necessary.
5. The Contracting party shall require the contractor to submit the original or the document certified by a notary to be a true copy of the power of attorney for conclusion of the proposal, unless such a power is stipulated by other documents submitted with the proposal. The content of the power of attorney shall clearly state which action is the holder of the power of attorney authorised for.
6. Should the Contractor not submit the required powers of attorney or submit incorrect powers of attorney, the Contractor shall be required to provide the documents unless despite submission,

completion or provision the proposal is subject to rejection or annulment of the procedure would have been necessary.

7. The Contractor shall submit original documents or documents certified to be true copies of original documents.
8. The Contracting party may request presentation of the original or certified copy of the document, should the submitted copy of the document be illegible or provoke doubts in terms of its genuineness.
9. Documents shall be submitted in English. Documents in a language other than English shall be submitted together with a translation into English.
10. The Contracting party shall correct the following mistakes in the proposals:
 - a) obvious typographical errors;
 - b) obvious errors in calculation, with considering the consequences of the introduced corrections for further calculations;
 - c) other errors leading to lack of compliance of the content of the proposal with the procurement announcement and the Tender Rules but which shall not result in major changes of the content of the proposal.

All Contractors who submitted their proposals shall be informed about such a fact without delay.

18. SELECTION OF THE BEST PROPOSAL

1. Each Contractor who submitted a proposal shall be informed on the choice of the winning proposal.
2. Should the winning Contractor whose proposal has been selected avoid conclusion of the agreement on the public procurement, the Contracting party may choose the best proposal among the remaining ones without additional evaluation, unless there are indications that the procedure shall be annulled under Article 21 or the procedure provided for in Article 17 subsection 4 hereof has been applied.
3. If it is impossible to choose the most favourable proposal because of the identical scores of the price and other criteria in two or more bids, the Contracting party shall select the bid with the lowest price from among these proposals.
4. The Contracting party may request the Contractors to submit additional proposals, should the price of the best offer exceed the amount assigned to financing the procurement. In case of additional proposals, the Contractors shall only offer prices lower than in the primary proposals.
5. The Contracting party shall publish information on the choice of the best offer through request for proposals on the Contracting Party’s website and in the Official Journal of the European Union.

19. NOTIFICATION OF THE RESULT

1. When selecting the most advantageous bid, the Contracting party will apply only the criteria specified in these Tender Rules.
2. The Contracting party will award the order to the Contractor whose bid will be considered the most advantageous.
3. Promptly after selecting the most advantageous bid, the Contracting party will notify the Contractors who have submitted a bid about:
 - a) the selection of the most advantageous bid, giving the name (company), seat, and address of the Contractor whose bid was selected and justification of its selection, as well as the name (company), seat, and addresses of the Contractors that submitted the bids together with the score awarded to the bids in each bid evaluation criterion and a total score;
 - b) the Contractors whose bids have been rejected, providing factual and legal justification.
4. Promptly after selecting the most advantageous bid, the Contracting party will provide the information referred to in Article 19 subsection 3a) of the Tender Rules on the Contracting party's website and in the Official Journal of the European Union.
5. The place and date of signing the contract will be indicated to the Contractor, whose bid has been selected, in a separate letter.
6. In case of refusal to sign the contract by the selected Contractor, the Contracting party may re-select from the other valid bids, unless their validity has expired. The Contracting party will be entitled to seek from the Contractor, who refused to sign the Contract, claims arising from the provisions of the Polish Civil Code, including, among others, compensation on general terms (for damage caused by refusal to sign the contract).

20. INFORMATION WHICH CONSTITUTES A BUSINESS SECRET IN THE MEANING OF REGULATIONS ON COUNTERACTING UNFAIR COMPETITION.

1. The Contractor may reserve in the Bid Form (Annex No. 2 to these Tender Rules) that the Contracting party will not be permitted to disclose information constituting a business secret within the meaning of the regulations on counteracting unfair competition.

In such case, the Contractor is obliged to submit their bid in such a way that the sheets (pages) connected with the business secret are permanently disconnected from the remaining part of the bid. In addition, every sheet (page) covered by the business secret must be inscribed with an indication that it is a business secret (e.g. "Confidential"), whereas all sheets (pages) containing the business secret must be stapled, in saddle stitch binding, or combined using a different technique. If the Contractor fails to comply with the provisions of this point related to isolation of the sheets (pages) covered by business secret from the remainder of the bid, the

Contracting party will not be liable in case of disclosure of information contained therein, e.g. when third parties review the bids.

2. The Contractor cannot specifically reserve the following information: name and address, price information, date of order execution, warranty period, and terms of payment.

21. ANNULMENT OF THE PROCEEDINGS

1. The Contracting party will annul the proceedings on awarding this order if:
 - a) all submitted bids were subject to rejection;
 - b) there has been a significant change in the circumstances that conducting of the proceedings or fulfilment of the order is not in the interest of the EEIG;
 - c) the price of the most advantageous bid exceeds the amount that the Contracting party may spend on financing the order, unless the Contractors will make additional proposals and offer prices lower than in the primary proposals;
 - d) the proceedings are subject to a defect which prevents the conclusion of a valid contract;
 - e) in cases mentioned in Article 18.4 of the Tender Rules, additional bids with the same price have been submitted.
2. The Contracting party notifies about the annulment of the proceedings all Contractors who applied for the award of the order, giving factual and legal justification.

22. LEGAL REMEDIES FOR CONTRACTORS

1. In case of violation of the provisions of the Tender Rules or an announcement concerning:
 - conditions for participation in the procedure;
 - criteria for the evaluation of bids and their significance,
 - rejection of the Contractor's bid,having or likely to affect the outcome of the proceedings - the Contractor may lodge a complaint.
2. The complaint shall be lodged within 5 calendar days running from the date on which the contractor was informed or with due diligence one could have been informed of the circumstances giving rise to its lodging.
3. The complaint lodged after the deadline or by an entity not entitled to lodging complaints shall be rejected.
4. Complaints shall be received and decided on by the Contracting party conducting the procedure for awarding the procurement.
5. The complaint shall indicate the procedure giving rise to the complaint and include:
 - 1) brief description of the charges;
 - 2) legal and factual circumstances providing grounds for the complaint;
 - 3) the contractors claims;

6. The Contracting party shall inform the Contractors participating in the procedure about the instance of lodging the complaint and about the content of the complaint. Contractors shall have the right to take part in the complaint procedure through providing a written statement.
7. If necessary, the Contracting party conducting the procedure shall inquire about prolonging the tender binding period to the Contractors.
8. The Contracting party may hear explanations provided by the Contractors having interest in the procedure as well as the Contracting party’s explanations. The hearing shall be public.
9. The Contracting party shall waive, reject or allow the complaint. Should the complaint be allowed, the Contracting party shall repeat the actions included in the complaint or the procedure for awarding the procurement shall be annulled.
10. The decision on the complaint shall be sent to the contractors who are directly involved in the complained within 10 days from the date of lodging.

23. SUBCONTRACTING

1. Subcontracting is permitted but the Contractor will retain full liability towards the Contracting party for performance of the Contract as a whole.
2. The Contractor is obliged to indicate in Annex No. 5 to the Tender Rules, the parts of the order which they intend to entrust to the Sub-Contractors.
3. Failure to submit Annex No. 5 to the bid is deemed by the Contracting party as the Contractor's consent to perform the entire object of the order alone, without entrusting any part of the order to Sub-Contractors.
4. During Contract performance, the change of any subcontractor identified in the tender or additional subcontracting will be subject to prior written approval of the Contracting party.

24. JOINT BID

1. Contractors may jointly apply for this order. A joint bid must meet the following requirements:
 - a) Contractors jointly applying for the order must establish and appoint a Proxy to represent them in the proceedings for award of this order or to represent in the proceedings for award of this order and conclusion of a Contract for public procurement. Contractors appoint a proxy attorney who shall represent them in the procedure for awarding a procurement or to represent them in the procedure and conclude the agreement on the procurement.
 - b) In case of submission of a joint bid, the detailed terms set out in Article 6.3 shall be deemed to be met if all the Contractors submitting the joint bid meet them, whereas the documents referred to in Article 6.3 and 6.4 indicating that the bid is not subject to rejection must be submitted by each of the Contractors submitting a joint bid.
 - c) The declaration referred to in Article 6 is jointly submitted by all the Contractors submitting the joint bid or by the Proxy on their behalf.
2. All correspondence will be exchanged exclusively with the Proxy.

25. METHOD FOR COMMUNICATION OF THE CONTRACTING PARTY WITH THE CONTRACTOR

1. The bids must be submitted in writing and in English language, sent by regular post to the Contracting Party.
2. All clarifications, statements, motions, submissions, notices, and information may be sent in writing or by electronic means.
3. Clarifications, statements, motions, notices, and information provided by electronic means are deemed to have been submitted in time, if their content has reached the addressee before the deadline. The addressee may request a written confirmation of the statement, motion, notice, and information.
4. The Contracting party entitles Ms. Weronika Karbowskiak EEIG “North Sea – Baltic Rail Freight Corridor” EZIG to communicate with the Contractors on working days between 8 a.m. and 4 p.m., e-mail address: weronika.karbowskiak@rfc8.eu

26. GDPR INFORMATION CLAUSE

1. The Contracting Party acting pursuant to Article 13 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (EU Official Journal L 119 of 2016, pp 1–88), hereinafter referred to as: “GDPR”, hereby informs you² that:
 - 1) the Personal Data Controller is EEIG “North Sea-Baltic Rail Freight Corridor” EZIG, hereinafter referred to as the Contracting Party, with its registered office at: 03-734, Warsaw, Targowa 74;
 - 2) personal data shall be processed in order to:
 - a) conduct public procurement procedure;
 - b) appoint the Contractor and award a public procurement by concluding an Agreement;
 - c) store documentation on the public procurement procedure in case of an inspection conducted by authorised bodies and entities;
 - d) transfer the documentation on the public procurement procedure to the archives and then to dispose it (permanently remove and destroy);within the scope: common data – name, surname, position held, workplace and professional qualifications required to fulfil the conditions of a participation in the procedure/performance of the Agreement, as well as in the case of submitting a power of attorney, declarations and other documents – personal data included in them;

² concerns a natural person, a natural person conducting business activity, a Contractor's representative being a natural person, a member of the managing body of the Contractor being a natural person or a natural person assigned to prepare and conduct the public procurement procedure

- 3) the legal basis for the processing of personal data by the Contracting Party is Article 6.1 (c) and (f) of the GDPR, while the legitimate interest of the Contracting Party is the necessity to conduct public procurement procedure;
 - 4) personal data shall be made available to other recipients if it is laid down by specific provisions;
 - 5) personal data may be transferred to a country not belonging to the European Economic Area (a third party) or international organisation within the meaning of GDPR, as part of outsourcing of the personal data processing or making available under the provisions of law, whereas, always subject to the fulfilment of one of the conditions:
 - a) European Commission stated that the third country or international organisation ensures appropriate level of personal data protection, pursuant to Article 45 of GDPR,
 - b) the third country or international organisation ensures appropriate safeguards and there are enforceable rights of data subjects and effective legal protection measures applicable, pursuant to Article 46 of GDPR,
 - c) there is a case referred to in the second paragraph of Article 49.1 of the GDPR, whereas, the data are appropriately secured, and the Contractor has the right to access the copy of the safeguards;
 - 6) personal data shall be stored pursuant to the provisions of law during the public procurement procedure, performance of the Agreement and for the period in which the Contracting Party will be fulfilling objectives resulting from the legitimate interests of the data controller which are related with the subject of the Agreement or obligations resulting from the provisions of generally applicable law;
 - 7) you have the right to demand access to personal data concerning you and to rectify, remove them or limit their processing and the right to object to their processing, as well as the right to data portability;
 - 8) you have the right to lodge a complaint with the supervisory authority, that is, the President of the Personal Data Protection Office;
 - 9) provision of personal data is voluntary, however, without providing them it is impossible to allow for participation in the public procurement procedure;
 - 10) the Contracting Party will not perform an automated decision-making, including profiling, based on the personal data provided.
2. The Contractor undertakes to inform, on behalf of the Contracting Party, all natural persons assigned to perform the Contract and natural persons conducting business activity who will be appointed as subcontractors and whose personal data are included in the tender submitted or any appendix or document submitted in the public procurement procedure, of:
 - 1) the fact of transferring personal data to the Contracting Party;
 - 2) processing personal data by the Contracting Party.
 3. Pursuant to Article 14 of the GDPR, the Contractor undertakes to perform, on behalf of the Contracting Party, the information obligation towards the persons referred to in section 2, by providing them with the content of the information clause referred to in section 1, indicating, at

the same time, for the persons the Contractor as the source of origin of the personal data which will be at the disposal of the Contracting Party.

ANNEXES TO THE TENDER RULES:

Annex No. 1 – Terms of Reference

Annex No. 2 - Bid form

Annex No. 3.1 - Statement by the Contractor on the fulfilment of the conditions

Annex No. 3.3 - List of the orders performed by the Contractor

Annex No. 4.1 - Confirmation of the educational and professional qualifications of the persons

Annex No. 5 – List of work for subcontracting

Annex No. 6 - Draft Contract

Annex No. 2 - Bid form

BID FORM

Contractor	BID
-------------------	------------

CONTRACTING PARTY:

**EEIG "North Sea – Baltic Rail Freight
Corridor" EZIG
Targowa Street 74
03-734 Warsaw**

In response to a request for proposals in proceedings for performing the Transport Market Study:

I / we the undersigned

_____ - _____

Entitled / entitled to single/collective representation

(Name (company), seat and the exact address of the Contractor / contractor jointly applying for the contract)

Declare that:

1. We have read the Tender Rules and we consider ourselves to be bound by the terms and their conditions.
2. We offer services covered by the subject of the order for:

Total net price _____ EUR (in words: _____) plus the due tax **VAT** ____% in the amount of _____ EUR (in words: _____), which is total gross price of _____ EUR (in words: _____) for performing a study on capacity improvement.

The above gross price shall take into account all the requirements of the Tender Rules and shall cover all direct and indirect costs incurred by the Contractor for the proper and timely performance of the entirety of the subject matter of the contract and any applicable taxes and charges, and in particular, the value added tax.

3. We do not intend to entrust subcontractors with any part of the contract * / We intend to entrust subcontractors with the following parts of the contract _____*.
4. We declare that we are delegating persons to the implementation of the Contract (specify the number).
5. We consider ourselves bound by this offer for the time stated in the Tender Rules, i.e. 60 days from the date of the opening of the proposals.
6. Any correspondence regarding this proceeding should be directed to the following address: _____
7. As the person authorized to contact with the Contracting party, we indicate: _____
tel. _____, e-mail _____
8. This offer together with the enclosures are submitted to _____* sequentially numbered pages
9. We declare that the information and documents contained in the offer on the pages __ to __ constitute a business secret within the meaning of the Polish Anti-unfair Competition Act. The remaining pages of this offer and its attachments are public and do not contain information that is a business secret.
10. I hereby declare that I/we have read the information clause included in Article 26 of the Tender Rules and I/we have fulfilled the obligation referred to in section 26.3 in relation to the application for awarding the public procurement in this procedure.**

_____, date _____

(Signature of the authorized representative
and of the contractor / contractor
jointly applying for the contract)

*number of pages

** In the case when the Contractor does not provide personal data other than directly concerning the Contractor or there is an exclusion of application of the information obligation, pursuant to the provisions of Article 13.4 or Article 14.5 of the GDPR, the contractor does not submit the declaration (removal of the content of the declaration by its crossing out).

Annex No. 3.1 Statement by the Contractor on the fulfilment of the conditions contained in Article 6.2 of the Tender Rules

(Contractor)

**STATEMENT BY THE CONTRACTOR ON THE FULFILLMENT OF THE CONDITIONS CONTAINED IN
ARTICLE 6.2 OF THE TENDER RULES**

Participating in the procedure for a Transport Market Study of the RFC NS-B for awarding “sub-threshold” sector procurements and procurements awarded under section 136 of Polish Prawo Zamówień Publicznych (Public Procurement Law), on behalf of:

.....

.....

Full name (company) of contractors / contractors acting jointly

We declare that we meet the following conditions:

1. We have the power to carry out activities
2. We have the necessary knowledge and experience
3. We have*/will have* persons capable of performing the order
4. We are in an economic and financial situation ensuring the proper performance of the contract;
5. We meet the detailed conditions indicated in the call for tenders.

Place, date

Name and signature of the authorized representative / contractor

Annex No. 3.3 - List of the orders performed by the Contractor

CONTRACTING PARTY:

Weronika Karbowskiak
EEIG "North Sea – Baltic Rail Freight Corridor" EZIG
74 Targowa Street
03-734 Warsaw

(Contractor)

LIST OF ORDERS PERFORMED BY THE CONTRACTOR

L.p.	Order name (it is also advisable to give the contract number)	This item confirms the fulfilment of the condition of participation in the Proceedings specified in the Tender Rules:	Item of executed orders (with a description of services allowing verification of the fulfilment of the conditions of participation in the procedure specified in clause 6.3 a) of the Tender Rules)	Value [EUR]	Duration	
					Start of the order (month/year)	End of the order (month/year)
1.						
2.						
3.						

ATTENTION - The Contractor is obliged to provide evidence of proper performance of the orders indicated in the table above.

Place, date

Name and signature

Annex No. 4.1 - Confirmation of the educational and professional qualifications of the persons

(Contractor)

Skills of the Team Members :

Project Manager	Years
Experience in rail logistics	
Experience in participating in at least three Transport Market Studies in the scope of rail transport.	
Expert in rail freight logistics	
Relevant higher education degree and/or minimum 5 years professional experience in the field of rail transport including long trains, timetabling	
Experience in participating in at least three Transport Market Studies in the scope of rail transport.	

Project Manager:	Level*
Knowledge of English language	
Expert in rail freight logistics:	
Knowledge of English language	

*Choose one: medium, advanced, proficiency

Place, date

Name and signature

Annex No. 5

LIST OF WORK FOR SUBCONTRACTING

CONTRACTING PARTY:

**EEIG "North Sea – Baltic Rail Freight Corridor" EZIG
74 Targowa Street
03-734 Warsaw**

(Contractor)

By acting on behalf of the above mentioned Contractor(s) I declare that the following parts of this order are intended for subcontracting:

I.p.	Parts intended for subcontracting
1)	
2)	
3)	

Place, date

Name and signature