

European Union Agency for Railways
Call for tenders

ERA 2017 16 OP

Railway costs and benefits data collection

***Instructions to tender
and
Tender Specifications***

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Section A. Introduction

A.1 Contracting authority

The European Union Agency for Railways (hereinafter called "ERA" or "the Agency") is a specialised agency of the European Union, located in Valenciennes/Lille, France.

The Agency has been established to provide the Member States and the Commission with technical assistance in the fields of railway safety and interoperability.

Further information can be found on the Agency's web site at <http://www.era.europa.eu>

A.2 Purpose of the contract

The Agency is planning to conclude a framework service contract with reopening of competition with multiple economic operators for the supply of specific sets of data needed in carrying out various economic evaluation tasks, such as the analysis of costs and benefits.

For this purpose, a call for tender is conducted in an open procedure which is published in the Official Journal.

The call for tender has one lot:

- ***Supply of data on railway costs and benefits needed in carrying out economic evaluation tasks of the Agency***

Its estimated total budget is: **EUR 300,000 over three years.**

This document constitutes the tender specifications accompanying the Agency's invitation to tender for the framework contract. It sets out the purpose of the framework contract, instructions for submitting tenders, exclusion criteria and minimum standards for economic and professional capacity to carry out the services required.

A.3 Timetable

The timetable for this tender and the resulting framework contract is as follows:

Summary timetable	Date	Comments
Launch date	1 March 2017	publication sent to OJ
Deadline for request for clarifications from ERA	18 April 2017	They are sent by email to procurement@era.europa.eu
Last date on which clarifications are issued by ERA	20 April 2017	They are published on era website http://www.era.europa.eu/The-Agency/Procurement/Pages/Procedures-over-60000.aspx
Deadline for submission of offers	28 April 2017	Tenders delivered in person shall be submitted no later than 12h00 local time
Opening session	5 May 2017	at 14h00 local time
Date for evaluation of offers	consequently	Estimated
Award decision	consequently	Estimated (it depends on number of submissions to be evaluated)
Contract signature	consequently	Estimated
Commencement date of activities	consequently	Estimated
Completion date	Within 1 year	From signature of the contract

Section B. Nature of the contract

B.1 Information on the Framework Contract

This contract is a Framework Contract with reopening of competition for the single specific contracts, each valid for a period of one year maximum.

One Framework Contract will be concluded with each contractor, up to a maximum of three contractors, setting out the general contractual terms (legal, financial, technical, administrative etc.) that apply during their period of validity and govern commercial relations between the contracting authorities and the contractors. The model Framework Contract applicable is provided in Annex I. Submission of a tender implies its acceptance; tenderers must take it into account in drawing up their tender.

Tenderers' attention is drawn to the fact that the Framework Contract does not constitute the placement of any order, but is merely designed to set the legal, financial, technical and administrative terms governing relations between the contracting parties during the contract term. Orders can only be placed using the specific contract model attached to the model Framework Contract.

The signature of the Framework Contract neither commits the contracting authority to placing orders nor gives the contractor any exclusive rights to the services covered by the Framework Contracts. In any case, the contracting authority reserves the right, at any time during the Framework Contract, to cease placing orders without the contractor thereby having the right to any compensation.

B.2 Procedure for specific contracts

When the contracting authority wishes to procure services under the Framework Contract, it will send all the contractors a request for services by post or e-mail. The request will set out the terms of reference for the task, including the estimated price including all expenses and the performance deadlines in keeping with the contract terms.

Within 5 calendar days, the contractors are invited to express in written, by post or e-mail, their availability to carry out the services required.

Within 21 calendar days, and with a minimum of 10 calendar days, after the date of sending the request for services, the contractors will provide the contracting authority with a written proposal for the tasks required, including an outline of the methodologies proposed, a work programme with a timetable and the total budget broken down by categories of experts and travel and subsistence expenses.

The specific contract will be awarded to the best-value-for-money proposal received, on the basis of award criteria defined for each specific contract.

B.2.1. Financial criteria for the specific contracts

Each offer will be assessed in terms of the total price for the proposal on the basis of the specific unit prices set in the Framework Contract, broken down by categories of costs.

B.2.2. Specific contract award

Only bids that have reached a total score of a minimum of 70% for the technical proposal will be taken into consideration for awarding the specific contract.

The specific contract will be awarded to the tender who offers the best-value-for-money. The contract will be awarded by weighting technical quality against price according to the following formula:

Quality/Price analysis = (Technical Score x 0.7) + [(Lowest price*/Price offered) x 100] x 0.3*Lowest price = price of the tender with the lowest price offer (provided the minimum quality threshold are met).

B.3 Duration of the Framework Contract

The duration of the FWC is 36 months from the date of signature. The Contract could be renewed automatically for a further 6 months, under the same conditions, unless written notification to the contrary is sent by one of the contracting parties and received by the other, in accordance with the provisions set out in the model Framework Contract in Annex I. The maximum duration of the contract would therefore be 42 months.

Section C. Information on tendering

C.1 Tender

For its organisation and functioning ERA is in constant need of goods and services. 'Tendering' is the structured way to consult the market for the purchase of these goods and services.

The purpose of competitive tendering for awarding contracts is two-fold:

- › to ensure the transparency of operations;
- › to obtain the desired quality of services, supplies and works at the best possible price.

The procurement procedure for the EU institutions, agencies and other bodies is governed by the following provisions, namely:

1. Regulation (EU, EURATOM) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002 [Official Journal L 298, 26.]
2. Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union [Official Journal L 362, 31.12.2012].
3. The World Trade Organisation's Agreement on Government Procurement, which the European Union joined following Council Decision of 16 November 1987 concerning the conclusion of the Protocol amending the GATT Agreement on Government Procurement;
4. DECISION n°93 of the Administrative Board of the European Railway Agency adopting the financial regulation of the Agency and which can be found at the following link:

<http://www.era.europa.eu/Document-Register/Documents/ERA%20AB%20Decision%2093%20-%20financial%20regulation.pdf>

5. Corrigendum Decision n°96 of the Administrative Board of the European Railway Agency laying down detailed rules for the implementation of the Financial Regulation of the European Railway Agency (dated 26 November 2014) and which can be found at the following link:

<http://www.era.europa.eu/Document-Register/Pages/DECISION-n°96-of-the-Administrative-Boardof-the-European-Railway-Agency-laying-down-detailed-rules-for-the-implementation.aspx>

In addition to the above-mentioned legislation, it is worth noting that:

6. The provisions mentioned at 1. and 2. above are largely similar to those contained in the European Union's public procurement directive, Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC, which is applicable to the Member States;
7. Principles arising from the European Court of Justice's case-law in the field of procurement are binding on the European institutions;
8. Prospective tenderers are legitimately entitled to expect ERA to manage its calls for tenders in accordance with principles arising from the European Ombudsman's decisions;
9. ERA's staff follows the "Code of Good Administrative Behaviour" in their relations with the public, as defined by the Executive Director decision of 10 July 2007 and which can be found at the following link:

<http://www.era.europa.eu/Document-Register/Pages/Code-of-good-administrative-behaviour.aspx>

C.2 Participation

Participation in this tender procedure is open on equal terms to all natural and legal persons from one of the EU Member States and to all natural and legal persons in a third country which has a special agreement with the European Union in the field of public procurement on the conditions laid down in that agreement.

Tenderers must indicate clearly in which country they have their headquarters (legal person) or domicile (natural person). The Agency shall not accept tenders submitted by operators established in third countries which have not signed such an agreement with the European Union.

C.3 Contractual conditions

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

The contracting authority 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.

C.4 Joint tenders

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

Tenders can be submitted by groupings of service providers/suppliers who will not be required to adopt a particular legal form prior to the contract being awarded. However, the contracting authority will require the grouping:

- Either to have the contract signed by all members of the grouping. In this case, one of them will be responsible for the receipt and processing of payments for members of grouping, for managing the service administration and for coordination of the contract; or
- to have the contract signed by a team leader, who has been duly authorised by the other members to bind each of them (a power of attorney will be attached to the tender).

C.5 Subcontracting

Subcontracting is permitted in the tender. In case subcontracting is applied, the contractor will retain full liability towards the contracting authority for the performance of the contract as a whole.

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 are required to identify all subcontractors.

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

C.6 Locations

The Agency is currently located in 2 different sites:

- 120, Rue Marc Lefrancq – F-59300 Valenciennes, France (headquarter site),
- 299, Boulevard de Leeds (at Espace International Euralille) – F-59000 Lille, France (conference and meeting centre site).

C.7 Misrepresentation and corruptive practices

The contract will not be awarded to selected contractors who, during the procurement procedure:

- › Are subject to a conflict of interest;

- › Are guilty of misrepresentation in supplying the information required by ERA as a condition of participation in the contract award procedure or fail to supply this information;
- › Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or ERA during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his offer and may result in administrative penalties.

C.8 Data Protection

Please note that if processing your reply to the invitation to tender involves the recording and processing of personal data (such as your identification data, contact data, bank information data, evaluation/assessment data, etc.), such data will 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. Unless indicated otherwise, your replies to the questions and any personal data requested are required to evaluate your tender in accordance with the specifications of the invitation to tender and will be processed solely for that purpose by the entity acting as data controller who is in our case the Authorising Officer.

Details concerning the processing of your personal data are available on the privacy statement at: http://www.era.europa.eu/Pages/Privacy_Statement.aspx

C.9 Working Language

The working language for the exchange of information between the Agency and the contractor for any activity including in the contract shall be English or French.

Besides, as the activities performed within this contract could require analysis of information available in several of the European Union official languages, it will be considered as advantageous a good command of languages other than English.

C.10 Appeals

Tenderers believing that they have been harmed by an error or irregularity during the award process may petition the Contracting Authority directly (European Union Agency for Railways). If the above procedure fails, the tenderers may have recourse to procedures established under European Union legislation. European citizens also have the right to complain to the European Ombudsman, who investigates complaints of maladministration by the European Union.

C.11 Other information

Tenderers are expected to examine carefully and respect all instructions and standard formats contained in these specifications and the invitation to tender. An offer which does not contain all the required information and documentation may be rejected.

Where a maximum budget is mentioned in the Specifications, any tenderer submitting a financial offer exceeding this budget will be rejected.

All documents presented by the tenderers become the property of ERA and are deemed confidential. ERA will not reimburse expenses incurred in preparing and submitting offers.

Completing the adjudication or the procedure of the call for tenders in no way imposes on ERA an obligation to award the contract. ERA shall not be liable for any compensation with respect to tenderers whose offers have not been accepted, nor shall ERA be liable when deciding not to award the contract.

Each tenderer will be informed in writing about the outcome of the call for tender.

C.12 Common requirements

C.12.1. Languages

Since the activities performed within this contract could require analysis of documents written in several of the European Union official languages and the communication with persons of different nationalities, it will be considered as advantageous if the contractor can use other than English language during the performance of the contract.

The working language for the exchange of information between the Agency and the contractor for any activity including in the contract shall be English.

C.12.2. Place of performance

It should, as a general rule, be possible to provide the requested services in all the EU Member States, in the FTA/EEA countries (Switzerland, Iceland, Liechtenstein and Norway) where rail transport issues are likely to be of European Union's interest.

The tasks will be mainly performed on the Contractor's premises. However, meetings between the contractor and the Agency will be held on Agency's premises in Valenciennes or Lille.

C.12.3. Format of deliverables

All deliverables shall be delivered in a commonly used and easily exchangeable formats such as xls, csv, doc and txt.

C.12.4. Communication with ERA

Correspondence related to the Multiple Framework Contract shall be sent to:

Procurement Services
European Union Agency for Railways
BP 20392
120 rue Marc Lefrancq
F-59307 Valenciennes Cedex
France

Section D. Technical specification for this tender

D.1 Agency's activities for which data on costs and benefits is needed

The Agency, through its Corporate Management and Evaluation Unit performs economic evaluation tasks for which various data on costs and benefits is needed. Most of these tasks fall under the following four categories:

(a) Impact assessments

According to Regulation (EU) 2016/796, Article 8(1), "The Agency shall conduct an **impact assessment** of its recommendations and opinions" and "The Agency shall clearly identify the assumptions used as the basis for the impact assessment and the data sources used in the report accompanying each recommendation."

The typical subjects of these impact assessments are the **recommendations** issued by the Agency on the Technical Specifications for Interoperability (TSIs) and Common Safety Methods (CSMs). Despite the majority of the TSIs and CSMs have already been introduced, the regular update is foreseen for them. The revisions require an impact assessment, which is a part of the Agency's recommendation to the EC.

In parallel, the Agency can be asked to deliver **opinions** on a wide variety of (technical) subjects. An impact assessment shall accompany all opinions issued, backed by factual evidence, including rail economic data.

(b) Early impact assessments

According to Regulation (EU) 2016/796, Article 8(2), "Before any activities or projects are included in the programming document, they shall be made subject to an **efficiency analysis**..."

For such an efficiency analysis to be performed, the Agency needs to collect sufficient data on the impacts (costs and benefits) associated to the various outputs of its work programme.

(c) Ex post evaluations

According to Regulation (EU) 2016/796, Article 8(3), "The Agency may conduct an **ex post assessment** of the legislation based on its recommendations".

Performing such analyses would require the collection of data reflecting the impacts of the legislation.

(d) Monitoring and evaluation

In addition to the statutory report on the progress of safety and interoperability in the EU, the Agency, through its Corporate Management and Evaluation Unit prepares and publishes the biennial "**Railway system report**", in which a distinct set of indicators pertaining to the impact of the Agency's work on the railway system functioning is assessed.

Last, but not least, the Unit manages an internal **Railway System Data Inventory**, where various rail economic data are stored for any future use.

While the various economic data stored in the Inventory are typically the by-product of other business activities (such as those described previously), the Agency sometimes seeks to systematically fill certain data in the anticipation of the future needs.

D.2 Categories of data to be collected

The **data on costs** that the Agency needs to collect include, but is not limited to, costs of infrastructure and of the fixed equipment, costs of vehicles, costs of operation, costs of maintenance, administrative costs, construction costs and tractive power consumption.

The **data on benefits** that the Agency needs to collect include, but is not limited to, financial benefits, socio-economic benefits, and effectiveness and efficiency gains.

The contractor needs to envisage a broad area of categories of costs and benefits for which data collection can be subject of the specific contracts, linked to the main activities and objectives of the Agency's work programme:

- Activity 1 – Harmonised approach to safety (Preparing for the Single Safety Certificate under the 4th Railway Package; Learning for better safety; Monitoring safety performance; Improving safety performance; Managing maintenance risks)
- Activity 2 – Removing technical barriers (Preparing for Vehicle Authorisation under the 4th Railway Package; Removing technical barriers; Removing operational barriers; Ensuring efficient and effective conformity assessment)
- Activity 3 – ERTMS (Increasing ERA role in checking ERTMS projects compliance with the specifications, on-board and trackside; Ensuring interoperable and stable ERTMS; Establishing and improving communication backbone for railways)
- Activity 4 – Simplified access for customers (Preparing a One-Stop-Shop (OSS) for certification and authorisation under the 4th Railway Package; Facilitating users' access to relevant data)

Depending on the scope of the specific contracts, the contractor should be able and ready to:

- propose a methodology of calculation/estimation for the B and C associated to a specific topic (e.g. B or C driver * unitary B or C parameter)
- offer robust values and/or assumptions for both the drivers and the unitary values.

Data will need to be collected from a vast array of railway stakeholders geographically spread across the EU and beyond. Similarly, the estimates have to be derived from the data available.

Although the primary focus is on the rail transport system, comparable data may need to be sought from other transport modes as well.

The quality and integrity of rail data directly impact the quality of the Agency's economic evaluation products based on them (impact assessments, prioritization, ex post evaluations). The credibility of the Agency could be at stake when poor and non-coherent data, information and estimates are used. It is therefore desirable to reinforce the capability of the Agency to identify and use appropriate economic rail data in a coherent and efficient way.

According to Article 8(4) of Regulation (EU) 2016/796, "Member States (MSs) shall provide the Agency with the data necessary for an impact assessment, where available." This provides certain guarantee for the unrestrained access to relevant data that are held by all types of stakeholders in MSs.

The data to be gathered are typically not publically available and will have to be gathered from existing industry reports and through dedicated market and stakeholder surveys.

For the surveys among stakeholders, the contractor will take a leading role in the methodological design and performance of the survey, based on prior approval by the contracting authority.

D.3 Tasks to be performed by the contractor

The work covered by the contractor will be typically performed in the following stages:

- Survey design
- Survey performance (data collection)
- Analysis and processing of data
- Production and delivery of datasets and of metadata

Without prejudice to further requirements to be detailed for each specific contract, the contractor will need to perform the following categories of tasks in order achieve the contractual objective:

- providing, for each category of data, a complete and clear definition of the data category
- identification of adequate sources of data, including their geographical/sectoral coverage

- defining and applying the sampling and survey methodology
- defining assumptions, where necessary, and checking their robustness
- performing the data collection
- applying normalization methods, as needed
- performing data quality checks
- preparing data presentation/display/delivery
- providing recommendations on the methodologies for data collection and for the production of estimates in case of poor data availability
- providing supporting information (meta-data) and any other information needed to derive any meaningful knowledge from the data

The final datasets constitute main deliverables of the work performed, but it shall be supported by additional information that provide evidence regarding the origins, quality and representativeness of the data.

D.4 Deliverables

Agreed data and datasets constitute the main deliverables of the work. However, the metadata is considered as an integral part of any data delivered. The metadata should include at least the following information:

- Description, definition, units and time of measurement
- Details on the source/providers of data
- Description of methods used to produce estimates/representative values
- Information on the quality and reliability of the statistical estimates

The datasets shall be delivered as data tables, or text files. The graphical presentation of the data (e.g. graphs production) is not sought by this contract.

Where required, the description of the methodology, or recommendation on the approach to B/C assessment should be provided.

D.4.1. Format of deliverables

Data and metadata have to be delivered in a standard MS Office format. Both electronic and hard media (e.g. USB drive) delivery is expected. A more specific requirements may be included in the requirements for specific contracts.

D.4.2. Language of deliverables

All metadata have to be delivered in English or French language.

D.5 Meetings

All meetings with the Agency staff will be held at the ERA meeting rooms in Lille or at the Agency's offices in Valenciennes. For each specific contracts, there will be a **kick-off meeting (KOM), at least one intermediate meeting and the final meeting** to be held in Lille or Valenciennes. Besides, conference calls will be organized between the Agency and the contractor.

D.6 Reports

For each specific contract, the selected contractor will be asked to prepare an inception report (to be finalized within two weeks after the kick-off meeting), an intermediate report (to be delivered at least two weeks before the intermediate meeting) and a final report (to be finalized and delivered within two weeks after the final meeting).

The final report shall be based on the inception, intermediate report and shall take into account the outcome of the discussions with the Agency following each task. Its content shall be defined together with the Agency at the kick-off meeting.

The progress will be reported against the time plan agreed at the Kick Off meeting as well as reporting against the project risks identified. It will be subject to progress reports.

Section E. Structure and content of the offer

E.1 General

Offers must be submitted in one of the official languages of the European Union, but preferably in English or French (for practical reasons).

Tenders must be clear and concise, with continuous page numbering. 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.

E.2 Structure of the tender

All tenders must include 3 sections:

1. Administrative information and documents related to the exclusion and selection criteria
2. Technical proposal
3. Financial proposal

E.2.1. Administrative information and documents related to the exclusion and selection criteria

E.2.1.1. Administrative information

This section must provide the following information:

- **Cover letter**

The tender must include a cover letter presenting the name of the tenderer (including all entities in case of joint offer) and identified subcontractors if applicable, and the name of the single contact person in relation to this tender.

Tenders must be signed by the tenderer or his duly authorised representative. In case of joint tender, the cover letter must be signed by a duly authorised representative for each tenderer, or by a single tenderer duly authorised by other tenderers (with power of attorney).

If applicable, the cover letter must indicate the proportion of the contract to be subcontracted. Subcontractors must provide a letter of intent stating their willingness to provide the service foreseen in the offer and in line with the present tender specification.

- **Legal Entities**

In order to prove their legal capacity and their status, all tenderers and identified subcontractors must provide a signed Legal Entity Form with its supporting evidence.

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.

The form is available on:

http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

Tenderers must provide the following information if it has not been included with the Legal Entity Form:

- For legal persons, a legible copy of the notice of appointment of the persons authorised to represent the tenderer in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation which applies to the legal entity concerned requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.

- For natural persons, where applicable, a proof of registration on a professional or trade register or any other official document showing the registration number.

- **Financial identification**

The tenderer (or the single point of contact in case of joint tender) must provide a Financial Identification Form and supporting documents. Only one form per offer should be submitted (no form is needed for subcontractors and other joint tenderers).

The form is available on:

http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm

Remark: Tenderers that are already registered in the contracting authority's accounting system (i.e. they have already been direct contractors) must provide the form but are not obliged to provide the supporting evidence.

E.2.1.2. Information regarding exclusion and selection criteria

Tenderer is requested to submit the following documents:

1. Declaration by the Tenderer relating to the exclusion criteria
2. Documents certifying economic and financial capacity
3. Proof of technical and professional capacity

E.2.2. Technical proposal

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

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

The technical offer shall include the following categories of information:

- the tenderer's understanding of:
 - o the categories of Agency's activities for which data on costs and benefits may be needed
 - o the categories of data on costs and benefits that can be subject to the specific contracts
 - o the methodological aspects relevant to the performance of the necessary tasks.
- the tenderer's organisation and staff for this contract (specific contracts):
 - o Structure and organization chart of the team carrying out the services
 - o Project Manager (relevant experience and competencies)
 - o Experts (Senior/Junior) (relevant experience and competencies)
 - o Other personnel that could be involved if needed

E.2.3. Financial proposal

All tenders must contain a financial offer. The prices should be encoded according to the forms attached in H.6.

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 and include all expenses, such as travel expenses and daily allowances.
- › Prices must be quoted free of all duties, taxes and other charges, including VAT, as the European Union is exempt from such charges under Articles 3 and 4 of the Protocol on the privileges and immunities of the European Union. The amount of VAT may be shown separately.
- › The price form in H.6 to be filled by the tendering parties with maximum prices will constitute the future contractual basis for the pricing for the “specific contracts”. In this regard, it will be integral part of the Annex I (Contractor’s tender) of the Framework Contract. Being maximum prices, bidders can offer lower prices when competing for a specific contract. Accordingly, the financial offer must be completed in full and signed by a person able to engage the bidder financially. Any incomplete tender will be excluded from the evaluation procedure.

Bidders must provide the price per person/ day for each staff category. These prices must be fixed and include all costs (project management, quality control, training of the contractor's staff, support resources, etc.) and all expenditure (management of the firm, secretariat, social security, salaries, etc.) incurred directly and indirectly by the contractor in performance of the tasks which may be entrusted to him.

Estimated travel expenses and daily subsistence expenses will be included in the unitary fee of the services and will not be reimbursed separately by the contracting authority.

Tendering parties must leave the presentation of this price form unchanged. If the table is reproduced using word-processing facilities one must ensure that all the fields from the original schedule are included in this reproduction. Omissions or changes to the original table may lead to elimination.

Note:

A SCENARIO is included in H.6.

In the scenario the tenderer should include the man-day rates above stated; the scenario is considered only for evaluating and scoring the financial proposal but has no impact in the implementation of the FWC

Section F. Assessment and award of the contract

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. The procedure for the award of the contract, which will concern only admissible bids, will be carried in three stages, which have the following purposes:

- › to check on the basis of the exclusion criteria declaration, whether tenderers can take part in the tendering procedure;
- › to check on the basis of the selection criteria declaration, the tenderers' technical and professional capacity and economic and financial capacity;
- › to assess each bid on the basis of the award criteria.

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

F.1 Exclusion criteria

All tenderers shall provide a declaration on their honour, duly signed and dated by an authorised representative, stating that they are not in one of the situations of exclusion (Criteria in H.1).

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

Only the successful tenderer shall provide the documents mentioned as supporting evidence in H.1 before signature of the contract and within a deadline given by the contracting authority. This requirement applies to all members of the consortium in case of joint tender.

F.2 Selection criteria

All tenderers shall provide a declaration on their honour, stating that they have the economic, financial, technical and professional capacity to carry out the work subject to this call for tender.

Only the successful tenderer shall provide the documents mentioned as supporting evidence in before signature of the contract and within a deadline given by the contracting authority.

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

F.2.1. Economic and financial capacity criteria and evidence

In order to prove their economic and financial capacity, the winning tenderer (i.e. in case of joint tender, the combined capacity of all members of the consortium and identified subcontractors) shall provide **an evidence** that his **turnover** in the last two financial years was above **200,000 € per year**.

The following evidence should be provided:

- Copy of the **profit & loss account** for the last two years for which accounts have been closed, or, failing that, appropriate statement from banks.

If, for some exceptional reason which the contracting authority considers justified, the tenderer is unable to provide the references requested by the contracting authority, he may prove his economic and financial capacity by any other means which the contracting authority considers appropriate. In any case, the contracting authority must at least be notified of the exceptional reason and its justification in the tender. The contracting authority reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

F.2.2. Technical and professional capacity

Requirements

The tenderer must provide a copy of the **Trade register** or equivalent, and:

a.	Prove the suitability of their organisation and staffing structure available for the activities covered by the contract (including all consortia members and/or any proposed subcontractors).
b.	Have a minimum of three years' recent (gained in the past 5 years) experience in the provision of similar services, on an international level.
c.	<p>i. Project Team: Have a competent and experienced project team for the performance of the contract. All staff involved in the execution of the contract should possess an adequate educational background and expertise relevant to the tasks that they shall perform as well as a good level of English language competency.</p> <p>The proposed members of tenderer's team put at the disposal of this contract shall have the following capabilities:</p> <ul style="list-style-type: none"> ○ Extensive knowledge of railway systems, market, operations ○ Extensive experience with impact assessment, preferably in the transport sector, including quantification of costs and benefits ○ Experience with the quantification of externalities
	<p>ii. Project Team leader: Nominate a suitable project team leader with demonstrated experience in at least 1 other comparable project in the team leader role and a very good level of English language competency.</p>
d.	The tenderer (including all consortium members and/or any proposed subcontractors) shall not be in any situation which could give rise to a conflict of interest in what concerns the implementation of the contract.

Note: The experts included at point c. and d. are bound to perform the services subject of the contract.

Evidence required

The following documents and information must be presented as evidence of compliance with the technical and professional requirements:

a.	Details of the structure of the organisation (including all consortia members and/or any subcontractors) and the number of staff involved, explaining the suitability of the tenderer's organisation to perform the contract.
b.	An overview of the services performed within the past 5 years with the value of the contracts / projects, dates and particulars of the recipients and services provided by completing the table in section H.4.
c.	Detailed description of the study provided including any research, analysis, reports, presentations etc. delivered.
d.	i. Overview of the project team (using the template provided in Section H.5), and,

	ii. CVs of the key experts to carry out the tasks (using the EU CV format available at: http://europass.cedefop.europa.eu/en/home), covering education and training, organisational, technical and work experience including any relevant supporting documentation i.e. accreditations, certificates etc.
e.	Statement on absence of conflict of interest (form in H.2), duly signed by all parties involved in the performance of the contract, supported by a copy / description of the tenderers process for mitigating the risk of conflict of interest.

Note 1:

The most important services shall be accompanied by certificates of satisfactory execution, specifying that they have been carried out in a professional manner and have been fully completed.

Note 2:

The Agency will not accept the offer if the tenderer fails to produce the information.

Note 3:

Please note that the Agency reserves the right to contact prior customers for best assessing selected contractor's capacity when rendering similar work and that the Agency will not accept the offer if the selected contractor fails to produce the above information or if the Agency judges it insufficient or irrelevant.

F.3 Award criteria

Once the tenderer has demonstrated the appropriate capacity to perform the contract on the grounds of the selection criteria, the offer will be assessed on the basis of the award criteria.

The award criteria serve to identify the most economically advantageous tender. The quality of each offer will be evaluated in accordance with the award criteria and the associated weighting. No award criteria other than those detailed below will be used to evaluate the offer.

Award Criteria	Weighting in points
A. Technical criteria (weighting factor of 70%)	
1. Demonstration of the understanding of the scope, objectives and tasks Demonstration of understanding of the purpose of the contract and of topics to be covered. (15)	15
2. Fitness of the proposed methods, tools, and procedures to perform the tasks Description of methodologies, tools and communication methods to be used when carrying out the work. (20)	20
3. Consistency of proposed working organisation and adequacy of the proposed team vis-à-vis the objectives of the task, as exposed in the present document	15
4. Demonstration of capabilities Having large number of contacts in railway industry. (5) Having proprietary rights to impact assessments in the field of railways. (10) Ability to access existing market reports and studies. (5)	20
Total	70
B. Price (weighting factor of 30%)	

Technical proposal: Tenders scoring less than 70 points in the overall points total or less than 50% in the points awarded for a single criterion will be excluded from the rest of the assessment procedure.

Tenders should elaborate on all points addressed by this invitation to tender in order to score as many points as possible. The mere repetition of mandatory requirements set out in this invitation to tender, without going into details on how to actually achieve them or without giving any added value, will only result in a very low score.

In addition, if certain essential points of this invitation to tender are not expressly covered by the tenderer, the Agency may decide to give a zero mark for the relevant qualitative award criterion.

The points scored for the above qualitative criteria will be compared to the price, and the contract will be awarded to the tender which is the most economically advantageous tender (MEAT) on the basis of the ratio between the total points scored and the total cost.

The tenders are ranked using the formula below to determine the tender offering best value for money:

$$\text{Total score for a tenderer} = \text{The score of his technical offer} + \frac{\text{The cheapest received offer (price)}}{\text{The price offer of the tenderer}} * 30$$

Section G. Offer submission and evaluation

G.1.1. Offer submission

Offers must be submitted in accordance with the **double envelope system**: the technical offer and the financial offer are submitted separately.

The **outer envelope or parcel** should be sealed with adhesive tape and signed across the seal and carry the following information:

- › The reference number of the invitation to tender
- › The project title:
- › The name of the Tenderer
- › The indication "Offer - Not to be opened by the internal mail service".
- › The address for submission of offers
- › The date of posting should be legible on the outer envelope

The outer envelope or parcel includes **two innermost envelopes** containing

- The original paper version of the **technical offer** (signed and clearly marked as "**Original**") and one electronic copy (USB key);
- The original paper version of the **financial offer and standard forms** (signed and clearly marked as "**Original**") and one electronic copy (USB key).

Paper versions of copies are not requested. The electronic copies must **exactly match** the paper originals. Nevertheless, in case of discrepancies between the paper and electronic versions, the paper version will be considered authentic.

G.1.2. Offers opening session

The aim of the opening session is to check whether the offer received is compliant with the following formal requirements:

- Not submitted later than the submission deadline;
- The envelope containing the offer is sealed;

Tenderers wishing to attend the opening session should send a confirmation e-mail to procurement@era.europa.eu

Maximum two representatives per tenderer may attend the opening session.

Offers are opened and evaluated by a committee, possessing the technical and administrative capacities necessary to give an informed opinion on the offers. The committee members are appointed on a personal basis by ERA under guarantee of impartiality and confidentiality.

G.1.3. Offers evaluation session

Offers complying with the formal requirements checked during the offer opening session will be evaluated in three stages:

1. The evaluation committee first verifies whether the Declaration of Eligibility and the Declaration of absence of conflict of interest are included, complete and signed by the authorised representative of the tenderer.
2. The evaluation committee then discusses the capacity of the tenderer to perform the contract in

view of the Selection Criteria as defined in **section F.2**. If one of the relevant criteria listed under the Selection Criteria is not positive, the offer may not be further evaluated.

3. Each committee member evaluates the technical proposal and awards a score against the Award Criteria as defined in **section** Error! Reference source not found.. Weighting the technical quality against the price, the economically most advantageous offer is established.

The offer evaluation procedure is confidential. The Evaluation Committee's deliberations are held in closed session and its decisions are collective. The members of the Evaluation Committee are bound to secrecy.

The evaluation reports and written records are for official use only and may not be communicated to the selected contractors or to any party other than ERA, the European Anti-Fraud Office and the European Court of Auditors.

Section H. Standard Forms

The standard forms are to be completed and provided as part of your offer.

H.1 Declaration of eligibility

(To be completed with much care and signed by applicant)

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

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

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

(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(d) it has been established by a final judgement that the person is guilty of any of the following:		
(i) fraud, within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of EU Member States, drawn up by the Council Act of 26 May 1997, and in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in the legal provisions of the country where the contracting authority is located, the country in which the person is established or the country of the performance of the contract;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;	<input type="checkbox"/>	<input type="checkbox"/>
iv) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(v) terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;	<input type="checkbox"/>	<input type="checkbox"/>
(vi) child labour or other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(e) the person has shown significant deficiencies in complying with the main obligations in the performance of a contract financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by an Authorising Officer, OLAF or the Court of Auditors;	<input type="checkbox"/>	<input type="checkbox"/>
(f) it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;	<input type="checkbox"/>	<input type="checkbox"/>
(g) for the situations of grave professional misconduct, fraud, corruption, other criminal offences, significant deficiencies in the performance of the contract or irregularity, the applicant is subject to: <ul style="list-style-type: none"> i. facts established in the context of audits or investigations carried out by the Court of Auditors, OLAF or internal audit, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body; ii. non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics; iii. decisions of the ECB, the EIB, the European Investment Fund or international organisations; 	<input type="checkbox"/>	<input type="checkbox"/>

iv.	decisions of the Commission relating to the infringement of the Union's competition rules or of a national competent authority relating to the infringement of Union or national competition law; or		
v.	decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.		

[Only for legal persons other than Member States and local authorities, otherwise delete this table]

(2) declares whether a natural person who is a member of the administrative, management or supervisory body of the above-mentioned legal person, or who has powers of representation, decision or control with regard to the above-mentioned legal person (this covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares) is in one of the following situations or not:

Situations of exclusion concerning natural persons with power of representation, decision-making or control over the legal person	YES	NO
Situation (c) above (grave professional misconduct)	<input type="checkbox"/>	<input type="checkbox"/>
Situation (d) above (fraud, corruption or other criminal offence)	<input type="checkbox"/>	<input type="checkbox"/>
Situation (e) above (significant deficiencies in performance of a contract)	<input type="checkbox"/>	<input type="checkbox"/>
Situation (f) above (irregularity)	<input type="checkbox"/>	<input type="checkbox"/>

(3) declares whether a natural or legal person that assumes unlimited liability for the debts of the above-mentioned legal person is in one of the following situations or not:

Situations of exclusion concerning natural or legal persons assuming unlimited liability for the debts of the legal person	YES	NO	N/A
Situation (a) above (bankruptcy)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (b) above (breach in payment of taxes or social security contributions)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(4) declares whether the above-mentioned person is in one of the following situations or not:

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

Remedial measures

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

Evidence upon request

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

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

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

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

Full name:

Signature:

Date:

H.2 Declaration of Confidentiality and absence of conflict of interest

European Union Agency for Railways
BP 20392
120 rue Marc Lefrancq
F-59307 Valenciennes Cedex
France

DECLARATION OF CONFIDENTIALITY AND ABSENCE OF CONFLICT OF INTEREST

(To be completed and signed by an authorised officer of the Bidder)

ERA 2017 16 OP: Railway costs and benefits data collection

Name of the bidder:

Full Address:

Name of the Authorised Officer and qualification:

I, the undersigned, hereby solemnly declare that I understand and agree that:

1. I am aware that I may have access to sensitive and confidential information during the preparation of my bid and/or during the implementation of the required services but I shall perform state-of-the-art services independently under penalty of cancellation of the contract and payment of liquidated damages;
2. the data released to me and my organisation by the European Union Agency for Railways and any other third party during the implementation of the services shall be used solely for the purpose of providing the Agency with qualified services for the scope of work of the contract related to this tender procedure;
3. I shall I keep the information confidential and I shall not release them, in whole or in part, by whatever means and for any purpose, to anyone else except with the Agency's prior written consent;
4. while the data are kept under my responsibility I shall take all the necessary measures in order to prevent any breach of confidentiality;
5. upon the completion of the work carried out under the contract and following a written instruction by the European Union Agency for Railways all confidential information and data, without any exception, received during the contract implementation shall be destroyed or returned to the European Union Agency for Railways without retaining any copy thereof;
6. I am aware and I accept that if during the implementation of the services the Agency detects infringement of this declaration, the contract may be cancelled and I will have to compensate the Agency by paying liquidated damages equal to the value of my commercial offer and returning any amounts already paid to me (Article I.12 – Failure of compliance with agreed and undertaken requirements of the Special Conditions of Contract); and
7. I shall make the contents of this declaration known to my staff and I accept full responsibility for ensuring that everyone in my organisation observes such conditions.

Signature

Date

H.3 Tenderer's address and contact details

Tenderer's Name	
Address	
Post Code	
Tel	
Fax	
Email	
Web Site (if applicable)	
Legal Status	
Contact person for this tender	
Legal signatory(ies)	

H.4 Technical & professional capacity – Reference projects

Tender Publication Reference: **ERA 2017 16 OP**

Title of the Contract: **Railway costs and benefits data collection**

NAME OF TENDERER:.....

	Client /Company Name (where this cannot be disclosed, specify type of company)	Project Start – End Date (in the period 2009-present)	Description of Services	Financial Volume of Services (EUR)	Sample Provided (please tick box, minimum 3)
1.					<input type="checkbox"/>
2.					<input type="checkbox"/>
3.					<input type="checkbox"/>
4.					<input type="checkbox"/>
5.					<input type="checkbox"/>

*More rows/columns can be added by the tenderer where necessary

H.5 Technical & professional capacity – Overview on the project team

Tender Publication Reference: **ERA 2017 16 OP**

Title of the Contract: **Railway costs and benefits data collection**

NAME OF TENDERER:.....

	Name	Role in Project Team	CV included in proposal
1.			<input type="checkbox"/>
2.			<input type="checkbox"/>
3.			<input type="checkbox"/>
4.			<input type="checkbox"/>
5.			<input type="checkbox"/>
6.			<input type="checkbox"/>

**More rows/columns can be added by the tenderer where necessary*

H.6 Financial Proposal

The Unit Prices - all inclusive - offered for implementing the

Title: "ERA 2017 16 OP: Railway costs and benefits data collection" are:

Cost of each working staff.day, all inclusive.	EUR
Project Manager	
Senior Expert	
Junior Expert	

and will be applied during the entire validity of the FWC.

SCENARIO: In the following scenario you should include the man-day rates above stated; the scenario is considered only for evaluating and scoring your financial proposal but has no impact in the implementation of the FWC:

Profiles	Days	man-day rate in Euro	Total price EURO
1 Project Manager multi-disciplinary studies specialised in transport (railway) sector	50		
2 Experts in survey design, data collection and data interpretation	100		
2 Experts in performing economic analysis (IA experts)	100		
4 Experts with sector specific knowledge (railways)	150		
4 Junior experts (various disciplines)	200		
Total for this scenario			

Name:

Signature:

Date:

H.7 Curriculum Vitae

This form is available in electronic format at the following address:

<http://europass.cedefop.europa.eu/en/documents/curriculum-vitae/templates-instructions>

H.8 Checklist

The checklist must be used to ensure that you have provided all the documentation for this tender and in the correct way. This checklist should be signed and included in envelope **A** of your offer.

You must submit your offer in one envelope which contains 2 separate inner envelopes clearly marked envelope **A**, and **B**.

Please Tick ✓ the boxes provided

Envelope 'A' must contain

- one original signed copy and 3 copies in USB key, not paper version, of the technical proposal
- a declaration of eligibility based on the format found in **section H.1**.
- administrative data following the format found in **section H** and supporting documents.
- this checklist signed and dated.

Envelope 'B' must contain

- one original signed copy of the financial proposal based on the formats found in **Section H.6** and 1 copy in USB key, not paper version,

You should also ensure that:

- your offer is formulated in one of the official languages of the European Union.
- both the technical and financial proposals of the offer are signed by the Tenderer or his duly authorised agent.
- your offer is perfectly legible in order to rule out any ambiguity.
- your offer is submitted in accordance with the double envelope system as detailed in **section G.1.1**.
- The outer envelope bears the information mentioned in **section G.1.1**.

Name:

Signature:

Date _____

H.9 Confirmation of offer submission

In order to keep track of offers due to arrive, Tenderers who do not hand deliver their offers are requested to complete and return this form by fax or email.

ERA 2017 16 OP: Railway costs and benefits data collection

Att.: **Procurement Services**
European Union Agency for Railways
120 rue Marc Lefrancq
59300 Valenciennes (France)
Email: procurement@era.europa.eu
Tel. : **+33 3 27096501**
Fax: **+33 3 27 09 66 96**

I have submitted an offer for this tender on _____ dd/mm/year using the following delivery service:

- Normal mail
- Express mail
- Courier Service
- Other

Tenderer's name: []

Email: []

Telephone []

Annex I - Draft Multiple Framework Service Contract

The draft contract is provided solely for information. The tenderer should note that in the case that his offer is successful the resulting contract will be based on this draft contract.