

*Instructions to tenderers and Specifications  
attached to the Invitation to Tender No.*

*ERA 2016 07 OP*

*“Design and construction of ERA' stand for InnoTrans  
Berlin September 2016”*

## TABLE OF CONTENTS

<b>SECTION A.</b>	<b>INTRODUCTION .....</b>	<b>3</b>
A..1.	WHAT IS ERA?.....	3
A..2.	WHAT IS A TENDER? .....	3
A..3.	WHO IS ELIGIBLE TO PARTICIPATE TO THIS TENDER?.....	4
<b>SECTION B.</b>	<b>GUIDELINES AND GENERAL INFORMATION RELATED TO THIS TENDER.....</b>	<b>5</b>
B..1.	WHAT SHOULD MY OFFER CONSIST OF? .....	5
B..2.	CONTACTS BETWEEN ERA AND THE TENDERERS .....	7
B..3.	CAN I OFFER SOMETHING THAT VARIES FROM WHAT IS REQUESTED IN THE TERMS OF REFERENCE?.....	8
B..4.	MISREPRESENTATION AND CORRUPTIVE PRACTICES .....	8
B..5.	CONFIDENTIALITY & PUBLIC ACCESS TO DOCUMENTS .....	8
B..6.	WHERE DO I FIND THE STANDARD PROVISIONS ERA APPLIES IN ITS CONTRACTS?.....	8
B..7.	HOW AND WHEN SHOULD I PRESENT MY OFFER? .....	9
B..8.	HOW WILL MY OFFER BE EVALUATED? .....	10
B..9.	APPEALS.....	11
B..10.	OTHER INFORMATION .....	11
B..11.	INTELLECTUAL PROPERTY RIGHTS .....	11
<b>SECTION C.</b>	<b>SPECIFIC INFORMATION RELATED TO THIS TENDER .....</b>	<b>12</b>
C..1.	TIMETABLE .....	12
C..2.	TERMS OF REFERENCE .....	12
C..3.	SELECTION CRITERIA.....	16
C..4.	CONTENT OF THE TECHNICAL PROPOSAL.....	17
C..5.	CONTENT OF THE FINANCIAL PROPOSAL .....	17
C..6.	AWARD CRITERIA .....	18
<b>SECTION D.</b>	<b>STANDARD FORMS .....</b>	<b>20</b>
D..1.	DECLARATION OF ELIGIBILITY .....	20
D..2.	TENDERER'S ADDRESS AND CONTACT DETAILS .....	24
D..3.	FINANCIAL PROPOSAL .....	25
D..4.	CURRICULUM VITAE.....	26
D..5.	CHECKLIST .....	27
D..6.	CONFIRMATION OF OFFER SUBMISSION.....	28
<b>SECTION E.</b>	<b>DRAFT SERVICE CONTRACT .....</b>	<b>29</b>

## Section A. Introduction

### A..1. What is ERA?

The European Railway Agency, (hereinafter "ERA" or "the Agency"), is a specialised agency of the European Union, which has been given specific regulatory tasks in the railway sector.

The Agency is located in Valenciennes/Lille, France, and has the mission of reinforcing safety and interoperability of railways throughout Europe, and thus adding a strong new momentum towards the shared vision of a truly integrated, competitive European railway area.

As part of its common transport policy, the European Union has adopted legislation to pave the way for gradual establishment of an integrated European railway area, both legally and technically. This involves the development and implementation of Technical Specifications for Interoperability and a common approach to questions concerning railway safety. The Agency's main task is to manage the preparation of these measures. The Agency has in 2006 finished its organisational setup phase and got fully operational, with initially about 100 members of staff, 150 nowadays, mostly professionals from the European railway sector.

Agency structure, main tasks and working methods are outlined in Regulation (EC) No 1335/2008 amending Regulation (EC) 881/2004 of the European Parliament and of the Council of 29 April 2004 establishing a European Railway Agency.

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

### A..2. What is a 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 (OJ L 298, 26.10.2012);
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 (OJ 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 (dated 3 December 2013) 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-Board-of-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>

### A..3. Who is eligible to participate to this tender?

---

#### A..3.1. 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). Operators in third countries which have signed an agreement with the European Union in the field of public procurement are allowed to take part in the Tendering procedure on the conditions laid down in this agreement. The Agency shall not accept Tenders submitted by operators established in third countries which have not signed such an agreement with the European Union.

#### A..3.2. Contractual conditions

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

#### A..3.3. Joint tenders

A joint tender is a situation where a tender is submitted by a **group (2 or more) of economic operators** (consortium). Joint tenders may include subcontractors in addition to the joint tenderers.

In case of joint tender, all economic operators in a joint tender assume joint and several liabilities towards the Contracting Authority for the performance of the contract as a whole. Nevertheless, tenderers must designate a single point of contact for the Contracting Authority.

After the award, the Contracting Authority will sign the contract either with all members of the group, or with the member duly authorised by the other members via a power of attorney.

#### A.3.4. **Subcontracting**

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

Tenderers must give an indication of the proportion of the contract that they intend to subcontract and to identify all subcontractors whose share of the contract is above 30%.

All sub-contractors must be eligible for the contract (cf. section B.5) and fulfil the selection criteria (cf. section C.3).

The identity for the intended subcontractor(s) shall be known at the time of submitting the tender and the tenderer must furnish a statement guaranteeing the eligibility of the subcontractor.

If any subcontractor does not meet the eligibility and selection criteria, the offer of the tenderer shall be rejected.

The contracting authority reserves the right to request the evidence mentioned in Section B.5 with regard to sub-contractors.

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

## **Section B. Guidelines and general information related to this tender**

### **B.1. What should my offer consist of?**

Tenderers must submit an offer that comprises of the following 4 elements:

#### **B.1.1. Identification of the tenderer**

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.

If applicable, the cover letter must indicate the proportion of the contract to be subcontracted.

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).

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.

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**. The form is available on:

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/legal\\_entities/legal-entities\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal-entities_en.cfm)

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](http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial-id_en.cfm)

Tenderers and identified subcontractors that are already registered in the Agency's accounting system (i.e. they have already been direct contractors) must provide the form but are not obliged to provide the supporting evidence.

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.

#### **B..1.2. Technical proposal**

The technical offer must be consistent with the terms of reference and contain all information requested in **Section C**, thus cover all aspects and tasks required in the technical specification and provide all the information needed to apply the award criteria described in the said section. 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.

#### **B..1.3. Financial proposal**

The financial proposal shall be prepared according to the format found in **section D.3**. Prices must be quoted in EURO using the conversion rates published in the C series of the Official Journal of the European Union on the day when the invitation to tender was issued. This information is also available on the Website of the European Central Bank at the following URL: <http://www.ecb.int/stats/exchange/eurofxref>.

Prices must be quoted free of all duties, taxes and other charges (including VAT) as ERA 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 must be shown separately.

The financial quotation shall be completely unambiguous. Your tender shall be disqualified if it contains any statements preventing an accurate and complete comparison of the tenders (such as "To be discussed", "Depending on x", "Conditional to" etc.) or referring to external circumstances (such as an already existing but separate contract).

#### **B..1.4. Supporting documentation**

The supporting documentation is an important part of your offer and must be complete to guarantee that your proposal will be evaluated. The supporting documentation must contain the following elements:

##### **a) Declaration of honour on exclusion criteria**

In order not to be excluded from tender participation tenderers and identified subcontractors should not be in one of the situations described in the declaration of eligibility under **section D.1**.

Before the Contracting Authority signs the contract with the successful selected contractor, the successful selected contractor must provide the documentary proof or statements required under the law of the country in which the company (or each of the companies in case of a consortium) is established, to show that it does not fall into any of the exclusion situations listed in **section D.1**. This evidence or these documents or statements must carry a date, which cannot be more than 1 year before the date of submission of the tender. In addition, a sworn statement shall be furnished stating that the situations described in these documents have not changed since then.

The successful selected contractor will be given a two weeks period after the notification of the award to provide the above-mentioned documentary evidence. Therefore selected contractors are requested to take all the necessary arrangements in order to be able to submit, in case they are awarded the contract, the evidence within such a short period of time.

This evidence is to be provided by the successful selected contractor:

- i. ERA shall accept, as satisfactory evidence that the selected contractor is not in one of the situations described in point (a), (b) or (e), mentioned in the declaration of eligibility under **section D.1**, production of a recent extract from the judicial record or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied.
- ii. ERA shall accept, as satisfactory evidence that the selected contractor is not in the situation described in point (d) mentioned in the declaration of eligibility under **section D.1**, a recent certificate issued by the competent authority of the State concerned.

Where no such certificate is issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

### ***b) Selection criteria documentation***

Tenderers must prove their economic, financial, technical and professional capacity to carry out the work subject to this call for tender. The evidence requested should be provided by each member of the group in case of joint tender and identified subcontractor whose intended share of the contract is above 30%. However a consolidated assessment will be made to verify compliance with the minimum capacity levels. 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.

All documentation requested in **section C.3**.

### ***c) Selected contractor administrative information***

This information is necessary to allow ERA to produce the contractual documentation in the event you are awarded the contract. This information is particularly important for payments, since payments will be made by bank transfer to the account indicated by the selected contractor in the standard forms. The standard forms to be used are the ones already mentioned at point **B.1.1. Identification of the tenderer**.

### ***d) Checklist***

The checklist found in **section D.5** must be included as a cover page of your technical proposal.

## **B..2. Contacts between ERA and the tenderers**

---

### ***B..2.1. Written clarification before the closing date for submission of tenders***

Requests for clarification regarding this procurement procedure or regarding the nature of the contract can be sent by post mail or email to:

**Procurement Services**  
**European Railway Agency**  
**120, rue Marc Lefrancq**  
**BP 20392**  
**F-59307 Valenciennes Cedex**  
**France**  
**Email: [procurement@era.europa.eu](mailto:procurement@era.europa.eu)**

The deadline for clarification requests is indicated in the timetable under **section C.1**. Each request for clarification sent to ERA should indicate the reference number and the title of the tender.

ERA will provide additional information resulting from the request for a clarification in the following way: the following URL address where the written clarifications will be available for download:

<http://www.era.europa.eu/The-Agency/Procurement/Pages/Procedures-over-60000.aspx>

selecting Calls for tender – on-going and, under the heading of the tender, clicking on “**Read more**”

In case ERA discovers an error, a lack of precision, an omission or any other type of clerical defect in the text of the contract notice or in the tender specifications, ERA will inform candidates at its own initiative.

### **B..2.2. Oral clarification before the closing date for submission of tenders**

Where a site visit at ERA's premises or a meeting is deemed necessary before the closing date for submission of tenders in order to clarify certain aspects of the tender, ERA shall make the necessary arrangements and inform or invite candidates. The costs incurred in attending shall be borne by the tenderer. ERA may, however, decide that the query would be more efficiently dealt with by means of a written clarification.

In case a meeting or visit is taking place, the dates of main study stages are indicated in the timetable under **section C**.

### **B.3. Can I offer something that varies from what is requested in the terms of reference?**

---

In the absence of any such indication in the tender specifications your offer should not deviate from the services requested.

### **B..4. Misrepresentation and corruptive practices**

---

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

- i Are subject to a conflict of interest;
- ii 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;
- iii Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee of 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.

### **B..5. Confidentiality & public access to documents**

---

In the general implementation of its activities and for the processing of tendering procedures in particular, ERA observes the following rules:

- i Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 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, and;
- ii Council Regulation (EC) No 1049/2001 of 30 May 2001 regarding public access to European Parliament, Council and Commission documents.

### **B..6. Where do I find the standard provisions ERA applies in its contracts?**

---

In drawing up your offer, you should bear in mind the provisions of the draft contract (see **section E**). In particular, the draft contract indicates the method and the conditions for payments to the contractor. Provisions included in the draft contract may be subject to change.

## **B..7. How and when should I present my offer?**

---

### **B..7.1. 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 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](http://www.era.europa.eu/Pages/Privacy_Statement.aspx)

### **B..7.2. Language**

Offers must be submitted in one of the official languages of the European Union, but preferably in English (for practical reasons). Both the technical proposal and the financial proposal should be signed and perfectly legible in order to rule out any ambiguity.

### **B..7.3. Dates and postal address**

The offer should be postmarked no later than the date indicated in the timetable in **section C.1** or submitted by hand not later than the date and time indicated in **section C.1**.

Tenders sent by post mail are to be sent to the following postal address:

**Procurement Services  
European Railway Agency  
BP 20392  
120, Rue Marc Lefrancq  
F-59307 Valenciennes Cedex  
France**

Tenders sent by Express Mail, commercial courier or hand-delivered should be addressed to the following physical address:

**Procurement Services  
European Railway Agency  
120, Rue Marc Lefrancq  
F-59307 Valenciennes Cedex  
France**

### **B..7.4. Double envelope system**

Offers must be submitted in accordance with the **double envelope system**: the technical proposal and the financial proposal 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 no. **ERA 2016 07 OP**
- › the title: **“Design and construction of ERA' stand for InnoTrans Berlin September 2016”**
- › the name of the Tenderer
- › the indication "Offer - Not to be opened by the internal mail service".
- › the address for submission of offers (see above)
- › the date of posting should be legible on the outer envelope

The **outer envelope or parcel** includes **two innermost envelopes** containing one the original paper version of the technical proposal (signed and clearly marked as "**Original**") and three copies on USB key and the other the financial proposal (signed and clearly marked as "**Original**") and one copy on USB key. **Paper version of copies is not requested.**

Any information presented in tabular form on a CD-ROM or USB key should be in a usable format such as a worksheet. 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.

## **B..8. How will my offer be evaluated?**

---

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. Each of them has equal voting rights.

### **B..8.1. Offer opening session**

The main 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;
- Written in a EU language;
- Signed;
- Contains a technical and financial proposal;
- Submitted in the number of copies required.

The offer opening session will take place on the date indicated in the timetable in **section C.1** at the premises of ERA.

Tenderers wishing to attend the opening session should send a confirmation e-mail to [procurement@era.europa.eu](mailto:procurement@era.europa.eu) Maximum one representative per tenderer may attend the opening session and their participation will be restricted to an observer role.

### **B..8.2. Offer 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 is 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 C.3**. If one of the relevant criteria listed under the Selection Criteria is not fulfilled, 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 C.6**. 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.

## B..9. Appeals

---

Tenderers believing that they have been harmed by an error or irregularity during the award process may petition the Contracting Authority directly (European Railway Agency). 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.

## B..10. Other information

---

The submission of an offer implies acceptance of the terms specified in the "General terms and conditions applicable to contracts" and all provisions laid down in these specifications and its annexes, the invitation to tender and where applicable, additional documents.

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.

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

Tenderers shall be bound by their offer for a period of **180 days** following the closing date for submission of offers. The successful selected contractor must maintain its offer for a further **60 days** from the date of notification of the award.

Where a maximum budget is mentioned in the terms of reference, any tenderer submitting a financial proposal 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.

## B..11. Intellectual property rights

---

Without prejudice to pre-existing intellectual property rights of third parties, all the data collected and produced by the selected contractor in the scope of this contract as well as the deliverables and all the related artefacts shall be the properties of the Agency and shall not be used by the selected contractor without prior agreement of the Agency.

With respect to pre-existing intellectual property right of third parties, the selected contractor shall warrant to the Agency to have obtained all necessary prior approval of such third parties (to the extent legally required) and shall indemnify and hold the Agency harmless from and against any claim by such third parties, claiming a violation of their rights.

Tenderers shall be aware that the selected contractor (and all parties involved in the performance of the services of the contract) shall continue to be bound to this clause after completion of the contract. All data and information reported into the studies are intended to be made public at the Agency's discretion. Therefore, any restriction as to the public release of any such data or with respect to third parties' intellectual property rights should be clearly identified as such in every service provided, at the earliest possible stage.

## Section C. Specific information related to this Tender

### C..1. Timetable

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

**ERA 2016 07 OP: “Design and construction of ERA' stand for InnoTrans Berlin September 2016”**

Summary timetable	Date	Comments
Launch date	05/04/2016	Date publication sent to OJ
Requests for clarification within....	02/05/2016	By email to : <a href="mailto:procurement@era.europa.eu">procurement@era.europa.eu</a>
Last date on which clarifications are issued by ERA	10/05/2016	At ERA website
Deadline for submission of offers	17/05/2016	Tenders delivered in person shall be submitted no later than 12h30 local time
Opening session	24/05/2016	at 14h00 local time
Date for completion of evaluation of offers	Mid-June	Estimated – During the evaluation tenderers could be invited for an interview session
Notification of award to the selected contractor	Within June	Estimated
Contract countersignature	Early July	Estimated
Commencement date of activities	./.	Upon counter-signature of service contract

### C..2. Terms of reference

The purpose of these Terms of Reference is to give instructions and guidance to candidates about the nature of the work they will need to perform and to serve as the Agency's mandate during project implementation. The Terms of Reference ensure that the services will be properly conceived by the Agency, that the work is carried out on schedule and that resources will not be wasted. The Terms of Reference will become part of the Service Contract that may be awarded as a result of this tender procedure.

#### C..2.1. Introduction

The Communication office manages the Agency's exhibition stand at the Innotrans Conference on 20th.-23rd September 2016.

The communication office seeks a supplier that can fulfil the needs for building a professional stand on a defined space of 50m<sup>2</sup> (4,00 x 12,50 meters), on which meetings can be held, visitors are received,

brochures and flyers can be displayed, interviews can be held and filmed, and promotional films can be displayed. The available budget is part of the foreseen provisional budget for exhibitions in 2016 (excluding the costs for transportation and rent, as well as stand fee expenses: not part of this procedure).

### C..2.2. *Scope of work*

The Agency has a stand at the above mentioned biannual most significant exposition of the sector.

To ensure proper and professional presentation, the communication office seeks a stand designer and manufacturer that also provides furniture and lighting, mounting and demounting of all material.

For Innotrans 2016 the Agency has decided to organize several meetings on its stand.

The selected provider has to be able to build a stand like the one below and proposed by the Agency.

This stand should represent authority, stability, dynamism and innovation. Also important for the design is a maximum of openness and clarity.

The colours of the stand should respect the colours of the new EUAR logo. Minimalism is the rule. Form follows function.



The bidder must show at least **2 more alternatives** that can deviate from the design proposal of the Agency. However the main elements of the design sample must be included, e.g. the position, type of staircase is variable as the overall packaging/ wrapping of the stand structure.

#### Innovative ideas will be rewarded.

The Agency requires relevant professional equipment by the stand supplier:

2 big monitors including sound output and possibility to play videos in loop either from USB stick or PC, with a minimum diagonal of 65 inches that must be included in the stand structure, microphones, speakers that ensure optimal sound quality even under difficult circumstances, a professional camera person incl. camera and recording equipment for 3 hours (approx. 1 hour per day on 3 days).

The ground floor must be modular with no fixed structures, only furniture.

The stand must include a counter with closable part, a bar to serve snacks and beverages and a fridge with a volume of at least 200 liters and an area for coffee making facilities, wardrobe facilities in the storage room + shelves for storage.

The stand covering 4,00 x 12.50 meters must include the following elements:

- 2 floors (ground floor + 1<sup>st</sup> floor)
- 2 meeting spaces on the top floor that ensure noise reduced meeting space,
- 1 open space on the top floor
- 1 storage room with wardrobe with at least 15 coat hangers + shelves for storage (brochures, bags, snacks, drinks, etc.)
- 1 waste bin
- 1 fridge with a volume of at least 200 liters
- 1 transformable reception/ lounge area at ground level
- 1 reception desk with closable storage compartment
- 1 bar (to be seen if this is to be combined with the reception desk) to serve snacks and beverages and an area for coffee machine
- 1 staircase between ground and 1<sup>st</sup> floor
- Equipment for loudspeakers included in the stand design (speakers must ensure optimal sound quality even under difficult circumstances)
- 3 Microphones (that can be connected to the stand speakers)
- A professional camera person incl. camera and recording equipment to record events for approx. 3 hours in total (approx. 1 hour per day on 3 days)
- 2 big monitors (at least 65 inches diagonal) included in the stand walls/ structure (USB/ PC input + sound output + possibility to play loop videos)
- 2 terminals with 20 inch monitors and keyboards included in the structure incl. internet access for presentation purposes integrated in the stand structure
- 1 floating structure as in the provided sample stand design (hanging from the hall ceiling)
- Good lighting must be ensured. Lighting must focus on the logo parts. The stand should be as bright as possible. Good lighting is necessary especially on the ground floor below the upper structure.
- The ground floor must be modular with no fixed structures, only furniture.
- Furniture (1<sup>st</sup> floor: 2 round tables for the meeting rooms + 10 chairs; ground floor + 1<sup>st</sup> floor: 12 comfortable low seats in lounge style with at least 4 low tables modular so that bigger seating groups and smaller seating groups can be organized; 2 (high) chairs behind the reception counter.

**Note: Eventual changes cannot be charged as supplementary costs.**

### **C..2.3. Organisation and planning**

The work shall be completed by September 15<sup>th</sup>, 2016

The contracted company shall ensure, through the time planning and proposed coordination that ERA will be able to monitor the progress of the work (design and execution) and have the product handed over on time for the conference.

The tender shall include a description of the role and responsibilities of each resource it will employ as well as their detailed CV. Each tender must detail the contact person for ERA.

The tender shall include a risk analysis of the tasks to be performed by the contractor company and shall propose mitigations measures.

The tender shall include a detailed description of how to achieve all the requested deliverables with good quality, providing examples if necessary.

#### **C..2.4. Communication with ERA**

Correspondence related to the Service Contract shall be sent to:

**Procurement Services**  
**European Railway Agency**  
**BP 20392**  
**120 rue Marc Lefrancq**  
**F-59307 Valenciennes Cedex**  
**France**  
[procurement@era.europa.eu](mailto:procurement@era.europa.eu)

#### **C..2.5. Confidentiality – Intellectual property rights**

Without prejudice to article B.11 of these Terms of reference and the articles of the contract related to CONFIDENTIALITY AND PRIVACY, all data and information included in this project may be intended to be made public at the Agency's discretion. Therefore, any restriction as to the public release of any such data or with respect to third parties' intellectual property rights should be clearly identified as such in every service provided, at the earliest possible stage. There should be no restriction as to a release of documentation related to this project by the Agency.

#### **C..2.6. 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. Besides, as the activities performed within this contract could require analysis of documents written in several of the European Union official languages, it will be considered as advantageous a good command of any other language than English. Translation expenses, if any, will not be borne by the Agency.

#### **C..2.7. Estimate of the amount of work involved**

The maximum budget for the work to be undertaken over the entire duration of the contract is 100,000 EUR (excluding VAT).

#### **C..2.8. Meetings**

The adequate and efficient implementation of the contract will imply a close cooperation with ERA. Once the contract has been signed, coordination meetings might be held between the contractor and ERA either at ERA premises or, if deemed more appropriate by ERA, at the contractor's premises when needed: in such a case, the contractor shall be responsible for the overall organisation of the meetings in its premises.

The contractor will be responsible for the agenda of the meetings and will include any issue requested by ERA. The agenda will be sent to ERA for approval at least one week in advance.

The Contractor is asked to include in his Project Plan a proposal for contact and coordination with the Agency and to indicate when and what kind of meetings will be required. At least the following face-to-face meetings have to be scheduled (at ERA premises at Lille or Valenciennes):

- Kick off meeting upon signature of the service contract and discussion on the draft Project Plan ( 1 day meeting)
- Final Meeting: Inspection of the completed project and its hand over.

The participants to the meetings will include both staff of the Agency and representatives from the Contractor's team.

It will be only up to ERA to postpone or to cancel any of the meeting or attendance.

### C.3. Selection criteria

---

After having certified, pursuant to **Section B.1.4**, that it is not in one or more of the situations that constitute grounds for exclusion from tender participation, the evaluation committee will examine the offers to ensure that the information requested in the selection criteria has been provided and that the tenderer fulfils all these criteria. Offers which fail to include some of the information requested, may be rejected outright. To be eligible, the tenderers must have the economic and financial capacity as well as the technical and professional capacity to perform the tasks required in this call for tender.

#### C.3.1. Economic and financial capacity

In order to prove their economic and financial capacity, the tenderers (i.e. in case of joint tender, the combined capacity of all members of the consortium and identified subcontractors) shall provide formal evidence that his turnover in the last two financial years (2014 and 2015) was above 200, 000 € per year.

##### Note :

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.

#### C.3.2. Technical and professional capacity

As proof of the technical and professional capacity of the tenderers, the following evidence should be provided to fulfil the above criteria:

1. Proof of authorisation to perform the contract under national law, as evidenced by inclusion in a trade or professional register, or a sworn declaration or certificate, membership of a specific organisation, express authorisation, or entry in the VAT register.
2. The tenderer's technical capacity will be evaluated according to the following criteria:  
List of at least 3 relevant services similar to the project envisaged under the present document provided in the past three years, with:
  - a) brief description of the services rendered and how they would be relevant to the ones envisaged in this document;
  - b) certificates or statements of satisfactory execution, specifying that they have been carried out in a professional manner and have been timely and satisfactorily completed.
3. The tenderer should have:
  - a. a quality assurance methodology in order to ensure the quality of service and thus must have the required skills available in the tenderer's organisation,
  - b. a high standard of spoken and written English (which will be the working language).

##### **NOTES:**

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

## C..4. Content of the technical proposal

---

Tenderers must present in their offers a detailed proposal on the concept and design proposed as well as the method and the organisation of the work they will apply.

The level of detail of the tender will be important for the evaluation of the tender. In particular, tenderers must prove in the technical proposal that they have adequate capability and legal and financial/economical expertise.

The technical offer must clearly contain the following information regarding the achievement of the technical results indicated in **section C**:

- a) Description of the organisation**, thus the proposed working team indicating competences (including language competences) and skills of the team members in particular, those of the person or persons that the tenderer commits to assign as responsible for overall project management; foreseen subcontractors or consortiums (if any) shall also be listed. In particular:
- a) Structure – organisation chart for carrying out the required services;
  - b) Project Manager with at least 7 years' experience in project management, including overseeing project delivery, quality control of delivered service, client orientation and conflict resolution experience in project of a similar size and coverage with experience in management of project design and execution working team.
  - c) List of the experts with evidence of their skill level in the relevant professional fields.

English is the working language for the envisaged services but knowledge of other EU languages might be required to perform adequately certain tasks. **Each CV<sup>1</sup>** provided should indicate the intended function in the delivery of the service. Adequacy of the proposed team will be evaluated on the basis of the provided CVs and professional references for the team members.

The composition of the proposed working team(s) will be considered as a contractual commitment.

- b) Methodology, planning, quality management resources, vis-à-vis the activities envisaged in this document.**
- The tenderer shall explain how he will develop the design and execution phases, the planning of the activities, and critical issues he identifies.
- The description of the methodology should also include information on how the tenderer will ensure high quality findings that are likely to give useful information on design data.
- c) Quality control measures:** the tenderer shall specify the quality control system applied to the services foreseen in this tender specification concerning the quality of the deliverables.
- d) Coordination:** detailed information about how the Agency will be able to monitor the progress of the performed services.

## C..5. Content of the financial proposal

### C..5.1. General

The financial proposal must be based on the format found in **section D.3.** and the tenderer is requested to specify its cost by a lump-sum price.

---

<sup>1</sup>The CV's **must be provided** in the EU format, see Section D.4.

The proposed, **all-inclusive lump sum price** must be fixed, not subject to revision, and inclusive of all costs and expenses (company management, secretariat, social security, salaries, travel and office expenses, insurance, etc.) directly and indirectly connected with the provision of the service.

The financial quotation shall include, in a separate sheet, the proposed price breakdown for the various services and deliverables and should be in line with the detailed work-plan; this information would facilitate the evaluation of the tender by the Agency but will not become part of the contract. The tenderer is requested in particular to specify its costs in working day (€ per working day), inclusive of all costs and expenses (company management, secretariat, social security, salaries, travel and office expenses, insurance, etc.) directly and indirectly connected with the provision of the services.

### C..5.2. Taxes

Prices shall be quoted free of all duties, taxes and other charges, i.e. also free of VAT, as the ERA is exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union (OJEU C 326 of 26.10.2012, p. 266). Exemption is granted to the Agency by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption.

For those countries where national legislation provides an exemption by means of a reimbursement, the amount of VAT is to be shown separately. In case of doubts about the applicable VAT system, it is the selected contractor's responsibility to contact his national authorities to clarify the way in which the European Union is exempt from VAT.

### C..5.3. Conditions for validity

The financial quotation shall be completely unambiguous. Your tender shall be disqualified if it contains any statements preventing an accurate and complete comparison of the tenders (such as "To be discussed", "Depending on x", "Conditional to" etc.) or referring to external circumstances (such as an already existing but separate contract).

## C..6. 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.

Tenders will be ranked according to the criterion of the economically most advantageous tender that is with the highest technical quality/price combination.

The award criteria for this tender are:

AWARD CRITERIA	Weighting in points
<b>A. Technical Criteria</b>	<b>70</b>
<b>1. Design of the stand</b>	<b>50</b>

<b>2. Organisation, methodology, planning, monitoring</b>	<b>20</b>
<b>B. Price</b>	<b>30</b>
<b>TOTAL</b>	<b>100</b>

Tenders should elaborate on all points addressed by this Terms of reference 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 tenderer, the Agency may decide to give a zero mark for the relevant qualitative award criterion. In order to assure that the candidates can offer a good understanding of and consistency/fitness with the scope, objectives, tasks etc. of these ToR, they could be invited for an interview session as part of the award process.

Technical Criteria Tenders scoring less than 70% in the overall points total (read: 48 points) or less than 50% in the points awarded for a single criterion will be excluded from the rest of the assessment procedure.

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 the most economically advantageous tender =

$$\begin{array}{rcl}
 \text{Total score for} & & \text{The score of} \\
 \text{tender X} & = & \text{technical offer} \\
 & & \text{of tender X} \\
 & & + \\
 & & \frac{\text{The cheapest offer (price)}}{\text{The offer of tender X (its price)}} * 30
 \end{array}$$

## Section D. Standard Forms

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

### D..1. Declaration of eligibility

**(To be completed 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"> <li>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;</li> <li>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;</li> <li>iii. decisions of the ECB, the EIB, the European Investment Fund or international organisations;</li> </ul>	<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:

## D..2. 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)	

### D..3. Financial Proposal

Activities	EUR
Lump sum cost, all-inclusive.	

As per instruction included in C.5 here attached in a separate sheet, the proposed price breakdown for the various services and deliverables.

In particular you find the cost in working day (€ per working day), inclusive of all costs and expenses (company management, secretariat, social security, salaries, travel and office expenses, insurance, etc.) directly and indirectly connected with the provision of the services.

This mandatory information will be assessed together with the detailed work planning in order to facilitate the evaluation of the tender by the Agency.

Note that costs of working day will not become part of the contract.

Name:

Signature:

Date:

## D..4. Curriculum Vitae

---

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

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

***- Please press Ctrl and click simultaneously -***

The CVs included in the proposal will be used to evaluate the technical capabilities of the proposed experts and shall indicate whether it refers to a Senior or Junior Expert.

## D.5. 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 D.1**.
- administrative data following the format found in **section D.2** and supporting documents.
- this checklist signed and dated.

### Envelope 'B' must contain

- one original signed copy and 1 copy in USB key, not paper version, of the financial proposal based on the formats found in **Section D3 and its annex**.

### 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 B.7.4**.
- The outer envelope bears the information mentioned in **section B.7.4**.

Name:

Signature:

Date \_\_\_\_\_

## D..6. 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 2016 07 OP: "Design and construction of ERA' stand for InnoTrans Berlin September 2016"

**Att.: Procurement Services**  
**European Railway Agency**  
**120 rue Marc Lefrancq**  
**59300 Valenciennes (France)**  
**Email: [procurement@era.europa.eu](mailto:procurement@era.europa.eu)**  
**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 [ ]

## **Section E. Draft 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.