

*Instructions to tenderers and Specifications attached to  
the Invitation to Tender No.  
ERA 2016 01 OP  
“Study on feasibility of satcom for railway communication”*

## 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 .....	8
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 .....	9
B..6.	WHERE DO I FIND THE STANDARD PROVISIONS ERA APPLIES IN ITS CONTRACTS? .....	9
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.....	12
<b>SECTION C.</b>	<b>SPECIFIC INFORMATION RELATED TO THIS TENDER</b>	<b>13</b>
C..1.	TIMETABLE .....	13
C..2.	TERMS OF REFERENCE .....	13
C..3.	SCOPE OF WORK AND EXPECTED RESULTS .....	15
C..4.	DETAILS ABOUT IMPLEMENTATION OF THE STUDY .....	17
C..5.	SELECTION CRITERIA.....	20
C..6.	CONTENT OF THE TECHNICAL PROPOSAL .....	21
C..7.	CONTENT OF THE FINANCIAL PROPOSAL.....	21
C..8.	AWARD CRITERIA.....	22
<b>SECTION D.</b>	<b>STANDARD FORMS</b>	<b>24</b>
D..1.	DECLARATION OF ELIGIBILITY .....	24
D..2.	TENDERER’S ADDRESS AND CONTACT DETAILS .....	28
D..3.	FINANCIAL PROPOSAL .....	29
D..4.	CURRICULUM VITAE .....	30
D..5.	CHECKLIST .....	31
D..6.	CONFIRMATION OF OFFER SUBMISSION .....	32
<b>SECTION E.</b>	<b>DRAFT SERVICE CONTRACT</b>	<b>34</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;

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 and to all international organisations.

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**

Tenderers are recommended to consult the Guidelines for Tenderers published in our web site at the following link: <http://www.era.europa.eu/The-Agency/Procurement/Pages/home.aspx>

### **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/execution/legal\\_entities\\_en.htm](http://ec.europa.eu/budget/execution/legal_entities_en.htm)

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/execution/ftiers\\_en.htm](http://ec.europa.eu/budget/execution/ftiers_en.htm)

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 eligibility**

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) Declaration on independence from telecommunication manufacturers and operators strategies**

In order not to be excluded from tender participation tenderers and identified subcontractors shall submit the declaration in **Annex 1**.

#### **c) 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.7**.

#### **d) 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**.

#### **e) 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 01 OP**
- the project title: **Study on feasibility of satcom for railway communication**
- 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 USB key should be in a usable format such as a worksheet.

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.

#### **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 two stages:

1. The evaluation committee first verifies whether the Declaration of Eligibility and the Declaration on independence from telecommunication manufacturers and operators strategies 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 C.7**. 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 C.8**. 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 collectives. 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.

Tenderers shall fill in the form in **Annex 1**, page 33.

Offers not including the form duly filled and signed or 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 (see B.8.2.1 page 10).

## Section C. Specific information related to this Tender

### C..1. Timetable

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

Summary timetable	Date	Comments
Launch date	<b>27/01/2016</b>	Date publication sent to OJ
Deadline for request for clarifications from ERA	<b>24/02/2016</b>	By email to : <a href="mailto:procurement@era.europa.eu">procurement@era.europa.eu</a>
Last date on which clarifications are issued by ERA	<b>02/03/2016</b>	At ERA website
<b>Deadline for submission of offers</b>	<b>09/03/2016</b>	Tenders delivered in person shall be submitted no later than <b>12h30 local time</b>
Opening session	<b>16/03/2016</b>	<b>at 09h00 local time</b>
Date for completion of evaluation of offers	<b>Mid of April 2016</b>	Estimated
Notification of award to the selected contractor	<b>ditto</b>	Estimated
Contract signature	<b>Beginning of May 2016</b>	Estimated
Commencement date of activities	<b>ditto</b>	Upon counter-signature of contract
Completion date of activities	<b>As per contract</b>	8 months after counter-signature of the 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.

Tenderers shall warrant and undertake that they are and will remain independent from telecommunication manufacturers and operators strategies. Tenderers shall fill in and sign the form in **Annex 1**.

Offers not including the form duly filled and signed or 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 Terms of Reference will become part of the contract that may be awarded as a result of this tender.

### **C..2.1. Introduction and context of the required services**

The European Railway Agency (hereinafter ERA) is in charge of the Control Command and Signalling Technical Specification for Interoperability (CCS TSI) and is the system authority for ERTMS (composed by the ETCS and the GSM-R subsystems). According to Article 12 of the Agency's Regulation (881/2004), ERA shall ensure that the TSI's are adapted to technical progress and market trends and to the social requirements, and shall propose to the Commission the amendments to the TSI's which it considers necessary.

Concerning the Railway Communication System, ERA needs to study the possible evolution of the current system (GSM-R) towards other communication system technologies, since GSM-R obsolescence has been announced by the industry, although its end of life is not expected until at least 2030. The start of deployment of new technologies on-board of trains and in infrastructure is expected around 2022. ERA is in charge of developing the specifications mandated in the CCS TSI, allowing the introduction of other technologies than GSM-R, while keeping interoperable solutions. For this purpose ERA has initiated a Program on the evolution of railway radio.

As part of this ERA program, analysis of candidate radio communication technologies and systems is necessary in order to identify the appropriate solution for the current and the long term railway communication needs. In this context, ERA intends to perform a study on the feasibility of satellite communication (satcom) for railway voice and data applications, with a particular focus on CCS TSI related (mandatory) applications. The study will have the character of an indicative, high level study. As satcom will presumably not be able to cover all railway tracks (e.g. tunnels and covered stations), integration with land mobile or other radio communication systems shall be necessary to provide the required communication services.

ERA will report the conclusions of the study to the European Commission.

### **C..2.2. Main objective**

The main objective of the study is to conclude on the potential feasibility for railway applications of current and future commercial available satellite communication services and products (equipment), as part of an integrated radio communication architecture with other radio communication networks.

In particular answers on the following questions have to be provided:

- Can *unmodified* (off the shelf) satcom services and products deliver solutions which can support voice and data applications for the following categories:
  - as bearer for IP based ETCS level 2/3 data application
  - as bearer for IP based voice applications
- When not or only partially: can *modified* off the shelf services and products deliver solutions for the above mentioned categories?
- On what geographical part of the European railway network could a satcom solution be used successfully?
- What are the conditions to create and implement suitable solutions?
- What could be the economic impact (cost savings) of satcom solutions compared with full terrestrial solutions?

With the results of the study, ERA will be better informed on the possibility to include satcom in the further discussions on the future railway radio communication system.

## C..3. Scope of work and expected results

---

### C..3.1. Scope of work

As indicated above, the study is intended to be high level. As a consequence a detailed description and deep analysis of functional, technical and commercial items as not awaited. However, appropriate justification of findings, statements and conclusions has to be provided.

The study shall take into account the geographic area of applicability of the CCS TSI.

### C..3.2. Deliverables

The contractor shall deliver the following documents:

- [Inception report](#)

A draft of the inception report shall be made available for information 5 working days before the kick-off meeting. During the Kick-off meeting, the contractor should explain the basis of the approach, the resources and objectives included in the tender will be discussed with ERA. The final inception report shall be made available at the latest within 14 calendar days after the kick-off meeting, taking into account all observations and comments raised at the meeting.

- [Progress reports](#)

At least every 2 months a progress report shall be provided, containing the status of the activities referring to the project plan, risks and other relevant information.

- [Interim report](#)

Within November 2016, an interim report shall be made available, containing a summary of the findings and preliminary conclusions, answering the questions in C2.2. The main aim of this report is to facilitate ERA to inform the Commission about the preliminary conclusions.

- [Draft Final report](#)

A draft final report shall be delivered, containing all assumptions, findings, analysis and conclusions, including their justification. This report will be published for public consultation.

- [Final report](#)

A final report shall be delivered, containing all findings, analysis and conclusions, including their justification, as well as the relevant results of the public consultation. The report shall include also a summary (understandable for non-experts) as well as a section with answers to the questions stated in C2.2. Background information and other details to be provided in annexes.

- [Final deliverable package](#)

The final deliverable package should contain the interim report, the final report and a presentation on the study background, finding and conclusions.

### C..3.3. Specific subjects

The study will be considered as a single activity, in which the contractor can carry out the work according his own plan, but taking into account the overall duration of the contract and the deliverable planning. The offer shall contain a proposal for the task breakdown. At least the following items shall be addressed in the task breakdown structure of the proposal:

- [Identification or relevant parameters and criteria](#)

Identify the railway radio communication related parameters and criteria with relevance for satcom, which need to be analysed:

1. Identification of the key functional (user/application) related parameters and their values (e.g. requirements for QoS, capacity, availability, service continuity, etc.);
2. Identification of the key technical parameters (e.g. IP connectivity, on-board and trackside architecture and interfacing, in particular with - but not limited to - terrestrial 2G and 4G networks, seamless system-handover, on-board antenna properties, etc.);
3. Identification of non-functional or technical parameters (e.g. sustainability, contractibility/SLA, certification, costs)

The functional and technical parameters shall be grouped in parameters for voice applications and for ETCS data application. Note that it could be needed to define some parameters and criteria which are related to the co-existence of satcom and other technologies and which are not directly related to requirements in the current CCS TSI. Some of the examples are seamless handover between technologies/networks and management of communication between/with users in the satcom and terrestrial domain simultaneously (e.g. railway emergency calls).

Also the sustainability has to be addressed, e.g. the availability of a satcom solution for operational use during at least 15 years after introduction in the railway sector.

- [Overview of the market](#)

Identify and describe the current and future satcom market, as far as relevant for railways in the context of this study:

1. Overview of the current market: available commercial satcom services, satcom service providers, terminal products and suppliers, possibilities of integration on board of the vehicles, system integrators, other users, available standards, indication of expected lifetime of the solutions, costs;
2. Indication of future developments/trends in the commercial market.

- [Analysis and assessment](#)

Analyse the ability of the described commercial available services to offer railway communication solutions:

1. Analysis: functional and technical feasibility analysis of the identified parameters and criteria; cost analysis, incl. physical/geographic applicability and indication of the economic delta terrestrial/satcom,
2. Analysis of other parameters (e.g. how could a satcom service be considered as suitable for railway use, incl. certification, SLA, etc).
3. Description of conditions for successful application of the solutions, identification of additional measures (e.g. standards), indication of relevant risks; technical implications (e.g. which on-board and trackside architecture changes would be required to use the satellite services)

- [Conclusions and recommendations](#)

Provide conclusion, recommendations and answers on the questions described in the main objectives.



In general priority shall be given to the feasibility analysis related to applications referred to in the CCS TSI. However, it will be interesting to identify if (and why) the business-case for railways can be improved by using satcom for other applications.

## C..4. Details about implementation of the study

### C..4.1. Tentative calendar for deliverables

The timetable below describes the tentative planning of deliverables. The contractor may suggest changes. The final delivery planning will be included in the inception report.

Deliverables	Date/Event
Inception Report (linked to 1 <sup>st</sup> payment)	Within 2 weeks of Kick-off meeting
Progress reports to the Agency	Every two months
Interim report with preliminary conclusions (linked to 2 <sup>nd</sup> payment)	Within November 2016
draft Final report	Seven months after kick-off
Final report (linked to final payment)	Eight months after kick-off

Deliverables submitted by the contractor will be reviewed by the Agency within a 2 week time-frame.

In order to allow the correct implementation of the process for the review of the draft final report, at a time to be agreed during the kick-off meeting, the Contractor shall provide the Agency with draft deliverable for comments. Comments will be discussed during the final meeting and the outcomes will be merged into the draft which will be then provided to the Agency for its final approval.

Reports and documents shall be sent to:

**Chiel Spaans – email: [Chiel.SPAANS@era.europa.eu](mailto:Chiel.SPAANS@era.europa.eu)**  
**ERTMS Unit**  
**European Railway Agency**  
**120 rue Marc Lefrancq**  
**F-59300 Valenciennes**

### C..4.2. 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 the study 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.

#### **C..4.3. Disclaimer**

The following sentence is to be prominently displayed on the cover of each working paper and the final report of the study. The disclaimer should also be incorporated into the introduction of each working paper and final report.

The opinions expressed in this study are those of the authors and do not necessarily reflect the views of the European Railway Agency.

#### **C..4.4. Organisation of the tenderer**

The tenderer shall identify the management structure of the organisation that will carry out the goals of this call for tender, in particular the project manager and the main technical responsible shall be identified.

The relation with other entities and sources of information planned (relevant public and private stakeholders at European and national levels) should be described. When part of the tasks are planned to be subcontracted, the relation with the subcontracted team is requested.

The assessment of the organisation will be done in relation to the combined capacities of all the members of the team as a whole (including subcontractors).

#### **C..4.5. Project planning**

The tenderer shall provide a time plan of the activities requested in section C.3 including the dates to which achievement of each milestone is expected in order to allow ERA to monitor the work progress.

The project planning shall provide an indication of the involved resources for the indicated activities. Risk analysis for the success of the project shall be included.

#### **C..4.6. Methodologies**

The tenderer shall indicate what methodologies will be used for the study, e.g. for data collection, analysis, feasibility assessment, where applicable with reference to other studies where these methodologies have been used.

#### **C..4.7. 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.

#### **C..4.8. Meetings**

All meetings will be held at the ERA meeting rooms in Lille or at the Agency's offices in Valenciennes (France), unless otherwise agreed with the Contractor. The Agency will organize the proposed Workshops either in Valenciennes or in Lille.

A detailed report / minutes of the meeting concerning the results of the meetings shall be prepared by the Contractor for every project meeting. The Agency shall approve the reports for those meetings.

All documents used during the project meetings, or for preparation, or as a result of these meetings, shall be submitted in a well-organised way as a part of the deliverables of the different steps of the project. If any used documents (e.g. questionnaires, records of interviews, etc.) are having also a version in a language different from the English language, then these shall be submitted to the Agency, both in English and in the original language.

### **(1) Kick-off meeting**

No later than two weeks after the signature of the contract, the Contractor shall organise, in coordination with the Agency Project Manager, a kick-off meeting. The meeting's agenda should include:

- a presentation to ERA of the outlined work plan;
- general description of the methodology to carry out the study;
- highlight how the main criteria for assessment will be identified;
- a preliminary time plan, referred to the steps of the study;
- discussion of the review process of the draft deliverables;
- the core team carrying out the work;
- the person(s) that will be the interface with ERA and attend the following meetings;
- a presentation of all decisions taken that may be relevant for the performance of the work;
- a discussion covering remaining open points to be clarified and details in regard to the needs and expectations;
- proposal for monthly progress reports;
- dates for the meetings after each step as well as for the presentation of the final deliverables will be decided.

A detailed report concerning the results of the meeting will be prepared by the Contractor and upon its acceptance, the first payment will be done by the Agency.

### **(2) Conference calls**

A conference call will be organised at request of the Agency whenever necessary (for discussion of important results and milestones) between the Contractor and the Agency in order to allow the Agency to follow the progress of the work and to anticipate problems. The substance of this conference call will be covered in the monthly progress reports to the Agency. Conference calls will also be used to discuss the monthly reports.

### **(3) Progress meetings**

Three progress meetings will take place during the project. The contractor shall in general:

- present for comments and discussion the results, difficulties and plans for the concerned step or steps;
- describe in detail the work methodology for the next step of activity, the planned schedule of work, the allocation of team resources and all decisions taken that may be relevant for the performance of the work;

If needed, and when any discussion could not be completed using a phone conference, then the Contractor may propose additional meetings with ERA. These shall be included in the resource planning of the project and they shall not delay the progress of the study.

### **(4) Final meeting**

After the Agency has reviewed the draft final report, its comments have been taken into account and a new version of the report has been provided to the Agency, a final meeting will be arranged at the premises of the Agency. Comments made during this meeting shall be taken into account for reviewing the draft final report, which when accepted by the Agency, shall turn into the final report of this study.

#### **C.4.9. Deliverables**

The deliverables should be produced and sent in an electronic form compatible with the Agency's office tools

(Microsoft Office 2010, Microsoft Project 2010, Microsoft PowerPoint 2010 and Microsoft Visio 2010). The final deliverables shall also be made available in pdf format.

#### **C..4.10. *Obligation to inform***

Any changes to the resource and project planning shall be notified to the Agency at the earliest possible stage. The Contractor shall immediately inform the Agency, when obstacles are detected, that can prejudice the achievement with the agreed time planning and/or the quality of the deliverables

#### **C..4.11. *Estimate of the amount of work involved***

The estimated budget available for implementing the activities requested is in the range of 100,000 -120,000 Euro max.

### **C..5. 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.

#### **C..5.1. *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 has been at least 240 000 € per year.

##### Note 1:

If the tenderer is a public entity, the evidence will be considered as a sufficient proof of his economic and financial capacity.

##### Note 2:

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..5.2. *Technical and professional capacity***

The tenderer shall include a brief description about his previous experience of similar work, inclusive of basic details such as the name of the job, the approx. value, the Client and the period it was performed.

The tenderer shall include a brief description about his previous experience of similar work, inclusive of basic details such as the name of the job, the approx. value, the Client and the period it was performed.

In their offers, the tenderers should demonstrate a deep knowledge of the telecommunications and transport (especially railway) sector, both from the economic and the technical perspectives, notably through relevant previous work of similar nature. The tenderer's capacity will be evaluated based on the information concerning the following items:

- a) in-depth experience in the field, with at least 5 projects delivered EU-wide in the last three years, the combination of which must show the necessary experience
- b) Proven experience in impact assessment and drafting reports and recommendations
- c) Proven linguistic knowledge, in particular demonstrating that the tenderer can guarantee a high standard of spoken and written English (which will be the language in all deliverables and communications with the Agency).

This list needs to include an indication of the role of the tenderer within these projects, as well as an indication about the size of the project in terms of budget, funding or similar. The duration of each project/service needs to be included.

N.B.:

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

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.

## **C..6. Content of the technical proposal**

---

### **C..6.1. General content of the study**

As described in **section B..1**, the offer shall include a technical proposal which must cover all aspects, activities and tasks required in the technical specification and provide all the information needed to apply the award criteria.

The technical proposal shall reflect the tenderers' understanding of the objectives of the study and shall contain detailed information regarding all subjects indicated in **section C.3 and C.4**. The tenderer is invited to propose enhancements or improvements.

In addition to the information in C.3 and C.4, some specific information has to be provided, as indicated below.

### **C..6.2. Organisation of the tenderer proposed team**

The description of the organisation for this study shall contain:

- Structure and organization chart
- Project Manager (at least 10 years of relevant experience)
- Technical responsible persons (at least 5 years of relevant experience)
- Links to other supporting organizations
- Other personnel that will be involved (including subcontractors to be engaged)
- Relevant skills and experience of the proposed project staff

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

### **C..6.3. References**

The CVs of the proposed experts shall prove their experience and capabilities, experience and knowledge of the subject.

### **C..6.4. Risk management:**

A description of the anticipated risks and the mitigation measures shall be included in the proposal.

## **C..7. Content of the financial proposal**

---

### **C..7.1. General**

The financial proposal must be based on the format found in **section D.3**.

Complementary to the instructions at point B..1.3 it is here emphasised that the proposed, all inclusive lump sum price must be fixed, not subject to revision and that the financial quotation shall include, in a separate

sheet, the proposed price breakdown for the various services and deliverables; this information would facilitate the evaluation of the tender by the Agency but will not become part of the contract.

Prices shall be 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.

### C..7.2. 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 83 of 30.03.2010, 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..7.3. 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..8. 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 using the best price- technical quality ratio method. 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.

The award criteria for this tender are:

Award Criteria	Weighting in points
<b>A. Technical criteria (weighting factor of 80%) in their order of importance as weighted by percentages:</b>	<b>80</b>
<b>1. Understanding of the tasks required</b>	15
1.1 Understanding of main and specific objectives (10 points)	
1.2 Value added in respect of information included in the tender specifications (5 points)	
<b>2. Technical quality of the tender</b>	25
2.1 Clarity and overall coherence of the tender (5 points)	
2.2 Completeness and full coverage of the scope of the study (10 points)	
2.3 Quality of proposed deliverables (details of what content will be included in each deliverable) (10 points)	

<b>3. Methodologies used</b> 3.1 Methodology to identify the relevant parameters (5 points) 3.2 Methodology to retrieve market information (5 points) 3.3 Methodology for the analysis proposed (5 points)	15
<b>4. Organisation</b> 4.1 Feasibility to meet the objectives specified in the tender specifications (outlined e.g. by a work plan or timetable) (5 points) 4.2 Expertise in satcom and railway radio communication (15 points) 4.3 Sound and realistic allocation of financial and human resources, including allocation of expertise of the proposed team of experts (5 points)	25
<b>B. Price (weighting factor of 20%)</b>	<b>Total</b>  <b>20</b>

The tenderer should elaborate on all points addressed by this ToR in order to score as many points as possible. The mere repetition of 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 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: 56 points out of 80) or less than 50% in the points awarded for a single criterion (read: 1, 2, 3 or 4) 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 best value for money

<b>Total score for a tenderer</b>	=	<b>The score of his technical offer</b>	+	$\frac{\text{The cheapest received offer (price)}}{\text{The price offer of the tenderer}}$	*	<b>20</b>
-----------------------------------	---	---	---	---	---	-----------

## 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 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"> <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</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>

international organisations; 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:

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

(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:

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

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

<b>Grounds for rejection from this procedure</b>	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

---

The lump sum price – all inclusive - offered for implementing the services related to:

ERA 2016 01 OP “Study on feasibility of satcom for railway communication”

is: EURO .....

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 -*

## 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 of the financial proposal based on the formats found in **Section D3 and its annex** and 1 copy in USB key.

### 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.9**.
- The outer envelope bears the information mentioned in **section B.9**.

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 01 OP “Study on feasibility of satcom for railway communication”

**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 [ ]



## ANNEX 1

European Railway Agency  
120, rue Marc Lefrancq  
59300 Valenciennes  
France

### DECLARATION ON INDEPENDENCE FROM TELECOMMUNICATION MANUFACTURERS AND OPERATORS STRATEGIES

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

**Title: ERA 2016 01 OP: “Study on feasibility of satcom for railway communication”**

**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 from any telecommunication manufacturers and operators strategies under penalty of cancellation of the contract and payment of liquidated damages;
2. the data released to me and my organisation by the European Railway Agency 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 Railway Agency all confidential information and data, without any exception, received during the contract implementation shall be destroyed or returned to the European Railway Agency 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 for and I accept full responsibility for ensuring that everyone in my organisation observes such conditions.

Signature

Date

## **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.