

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

*ERA 2016 06 OP  
“Communication Services”  
Lot 1 and Lot 2*

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## 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, namely European Parliament and Council Directive 2004/18/EC of 31 March 2004, which is applicable to the Member States; this Directive entered into force on 30 April 2004 and replaced former legislation in this field, namely Council Directive 93/36/EEC of 14 June 1993 and Council Directive 92/50/EEC of 18 June 1992.
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?

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### 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#en](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm#en)

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**

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### **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?**

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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**

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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**

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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?**

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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?

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### 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 06 OP**
- › the title: **"Communication Services" Lot 1 and Lot 2**
- › 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?**

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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 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 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.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 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

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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

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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

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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 06 OP: "Communication Services" Lot 1 and Lot 2**

Summary timetable	Date	Comments
Launch date	Tue, 2016 Mar 29	Date publication sent to the Official Journal of the European Union
Deadline for request for clarifications from ERA	Fri, 2016 Apr 22	Preferably, at the latest within this date by email to : <a href="mailto:procurement@era.europa.eu">procurement@era.europa.eu</a>
Last date on which clarifications are issued by ERA	Tue, 2016 May 3	At ERA website <a href="http://www.era.europa.eu/The-Agency/Procurement/Pages/Procedures-over-60000.aspx">http://www.era.europa.eu/The-Agency/Procurement/Pages/Procedures-over-60000.aspx</a>
Deadline for submission of offers	Tue, 2016 May 10	<b>at 12:30 local time</b>
Opening session	Tue, 2016 May 17	<b>at 10:00 local time</b>
Date for completion of the evaluation of offers	Tue, 2016 May 31	Estimated
Notification of award to the selected Tenderer	1 <sup>st</sup> half of June	Estimated
Contract signature	2 <sup>nd</sup> half of June	Estimated
Commencement date of services	1 <sup>st</sup> half of July	Estimated

### 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 Agency develops, promotes and monitors EU standards in railway interoperability and safety. It also acts as the system authority for the European Rail Traffic Management System (ERTMS). In order to reach all our stakeholders the Agency's communication activities require the support of different external professionals in

order to ensure a professional and up-to-date presentation of the Agencies output and the involvement of our partners at the different stages of the EU recommendation making process.

## C.2.2 Type of Contract, its objectives and expected results

### C.2.2.1 Contractual details

A **draft multiple framework contract** is attached to these Technical Specifications. Tenderers must confirm acceptance of the relevant draft contract and terms and conditions of the tender as part of their tender response, according to the Lot for which a tender is being submitted. The Agency wishes to conclude up to a maximum of three (3) framework contracts in cascade per each of the 2 lots for providing specified services as and when required. Each framework contract is intended to be signed for a total maximum duration of four years under the same conditions.

A framework contract will establish the terms governing specific purchase orders and/or specific contracts to be awarded during a given period, in particular with regard to price. The Agency will rank the tenderers in descending order with a view to establishing the list of contractors (in line with the maximum number announced beforehand) and the sequence in which they will be offered orders. The Agency always contacts the contractor at the top of the list. If that contractor is unavailable or incapable to respond for reasons which do not entail terminating the contract, the second contractor may be contacted, and then, if necessary and under the same conditions, the third.

The Agency is not able to precisely quantify the volume or timing of services and/or products to be delivered during the contractual period. The total value of separate orders under the framework contract will depend on the nature and quantity of services and/or products actually required at the time of ordering. It is not possible for the Agency to commit itself to ordering any specified volumes.

A request from the Agency for information concerning availability and price of any given item is not an order or a commitment to order. Orders may be placed during the entire year by the Agency.

The tenderer must be able to provide technical advice and/or guidance on questions related to any of the services and products of the framework contract.

The list of services and tasks described under C. 2.3 here below is indicative and non-exhaustive. The Agency will define the level of the services and tasks required for each order, which will correspond to the various costs provided by tenderers, in the Financial Offer form **D.3**.

Signature of the framework contract imposes no obligation on the Agency to order services. Only the implementation of the framework contract through purchase orders and/or specific contracts is binding for the Agency. Each purchase order and/or specific contracts will contain details of deliverables and timelines for particular services to be provided.

### C.2.2.2. The objective

The Agency has a broad constituency of stakeholders and partners including rail industry, rail associations and rail professionals, as well as a range of partners in the European rail regulatory network, such as national authorities and European institutional partners.

As such it requires different strategies and communications products to reach these varied stakeholder groups.

The tender is operated by the Agency's communication team within the Corporate Management and Evaluation Unit. The team manages the Agency's communications activities, including:

- developing communication strategies and plans for projects, campaigns and events
- producing high quality reports and information about the current situation of railway interoperability in the EU as well as safety issues

- production of videos
- presenting the Agency in social media sites
- building and maintaining good relationships with journalists and media outlets
- managing the Agency's corporate website and ensuring that all users can easily find relevant information

The Communication Team works in collaboration with colleagues from across the Agency, advising on all issues relating to corporate identity (both visual and non-visual aspects) and is consulted on any matter that potentially has a reputational impact on the Agency.

As part of this, the team is responsible for setting and maintaining standards for the editorial quality and the design and production quality of the Agency's communications materials (including all printed and electronic materials, websites, promotional materials, corporate gifts, etc.), as these have a direct influence on stakeholders' perceptions of the identity and professionalism of the Agency.

The Agency has established visual identity guidelines designed to ensure that corporate communications materials are produced with a consistent look and feel.

The overall goals of the Agency's communication activities are to ensure that the Agency:

- maintains a positive reputation as a trusted institution for rail to reinforce its mission to make the railway system work better for society.
- is recognised by its stakeholders as an authoritative and open source of information on rail matters in the European Union.

The Agency also requires the services of professional printers who can deliver printed material within a specified timeframe. Such services will include provision of printing and binding of publications, stationery and other materials.

In addition, the Agency requires the services of providers who can deliver exhibition materials within a specified timeframe. Such services will include provision of roll-up, pop-up and modular display stands, replacement panels and document display stands, photo prints on forex, aluminium, acrylic, etc.

These required services tendered hereby are divided into 2 lots.

### **C.2.2.3. Type of services**

The following types of services are requested:

- 1) Photography
- 2) Provision of audio-visual production and multimedia services, and
- 3) Live video streaming services

Grouped in **LOT 1**

- a) Provision of Graphic Design and Desktop Publishing
- b) Printing Service
- c) Provision of consultancy services and strategic advice, and
- d) Editorial Support

Grouped in **LOT 2**

### **C.2.3 Scope of work**

## **LOT 1**

## 1. Photography

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The Tenderer will be required to organise photo sessions at the Agency, take pictures of Agency personnel and to cover events hosted by the Agency in Valenciennes, Lille (France) and Brussels (Belgium) at short notice. It might also be requested to cover events in other EU countries.

Photography is needed to cover events, inside and outside the Agency. Photographers must understand the importance of guests and capture portraits and situations of interactions between e.g. invited stakeholders.

Also photography of railway situations e.g. situations of passengers in Stations, inside trains in various situations e.g. waiting, travelling, covering a multitude of occupations in the train, and of railway staff performing a variety of tasks e.g. serving, controlling, repairing, etc must be captured.

Detailed description of needs will be provided on the occasion. The tenderer may be required to provide actors and models.

The photos will be used for Agency publications, e.g. website/ social media/ newsletter/ reports and other publications.

All items created under the terms of the specific contracts executing the Framework Contract must include an assignment of copyright to the European Railway Agency. The Agency may use, assign to a third party or even modify any item resulting from work carried out subject to a contract (writing, graphic design and the web).

## 2. Provision of audio-visual production and multimedia services

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### *i. Scriptwriting and creative input*

The tenderer may be required to develop concepts, ideas, storylines and scripts for audio-visual productions to imaginatively and effectively describe the work of the Agency including technical aspects.

### *ii. Shooting support*

The tenderer may be required to produce B-roll, shot lists, background information, raw material with natural sound, European versions.

### *iii. Animations*

The tenderer may be required to produce animations to incorporate into audio-visual productions, e.g. animated clips, animated banners, teasers, screencasts and infographics.

### *iv. Access to stock library of footage, music, images and graphics*

The tenderer is expected to have access to a stock library of footage, music, images and graphics that it can use in videos produced for the Agency.

### *v. Talent management, other resources and equipment*

The tenderer may be required to source and provide presenters, journalists, interviewers, actors, and/or a producer. In addition, the tenderer may be required to provide the necessary crew and resources for the completion and delivery of audio-visual production and multimedia services.

The tenderer may also be required to organise rental of equipment for specialised projects.

### *vi. Use of third-party material*

The tenderer is expected to obtain copyright clearance and model releases where required. Costs (i.e. cost-price) incurred by the tenderer for the use of third-party material subject to royalties, copyright or licensing

(e.g. imagery), where expressly requested by the Agency, will be reimbursed on an ad-hoc basis. Exempted from this procedure are all artwork, graphs and illustrations developed for or on behalf of the Agency, and images or collections already in the possession of the tenderer.

*vii. Reporting and measurement*

The tenderer is expected to set up monitoring plans to assess the effectiveness of the Agency's communication activities. This may include assistance in defining key performance metrics and evaluation of and reporting on measurements. The tenderer may also be expected to produce media monitoring reports for specific campaigns.

*viii. Sample types of videos that can be requested:*

- › General (Agency) presentation videos (what do we do? how does this work? Etc.)
- › Covering of a special event including the creation of logic partitions for easy access to different scenes in the follow-up
- › Production of video tutorials including animation parts
- › Animation for explanatory content and infographics

### **3. Live video streaming services**

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The Agency requires the technical ability to stream conferences and other events onto the web for the audience in order to follow events in real time and be able to interact if requested via e.g. chat programs. This service should be provided on a rental basis including technical equipment + technician guaranteeing the smooth running of the transmission.

## **LOT 2**

### **a) Provision of graphic design and desktop publishing**

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The Agency requires the services of professional graphic designers and layout specialists who will deliver artwork for print and/or electronic media within a given timeframe. This should include print ready (InDesign or equivalent) and/or web-ready files of finished documents, adaptation of texts to an Agency template, and adaption of text, diagrams and graphics using a licensed professional software package.

Services will include design and layout of a full range of electronic and printed materials, including, but not limited to, reports, scientific posters, exhibition panels, leaflets, postcards and corporate stationery. Provision of high-quality hardcopy or PDF proofs for the Agency approval is required. Additionally, the services shall include sourcing of images and taking of photographs. Designs should be of a good quality and be attractive and suitable for the target audience. There should be a link if appropriate to the existing visual identity of the Agency for printed and online materials.

The tenderer should foresee a minimum of three possible design options at the start of each new project.

Services requested may include, but are not limited to, the following:

*a. Development of templates*

The tenderer is expected to assist the Agency in updating its existing Microsoft Office and Adobe InDesign (or equivalent) templates for use in the creation of communications materials, as well as creating new ones as required. Guidance on the specifications and use of these templates may also need to be incorporated within the Agency's identity-guidelines manual.



All templates to be developed for use within the European Railway Agency must comply with the Agency's IT specifications, i.e. with regard to operating systems and software versions, which shall be communicated as required.

*b. Creating layouts*

The tenderer is expected to create the layout for any print and/or electronic communication output the Agency requires, which may include complex publications that contain large amounts of text, graphs and other imagery (e.g. annual reports and work programmes), newsletters, multilingual factsheets, posters, leaflets, banners, exhibition materials, postcards, e-cards, stationery, etc. These materials should demonstrate a strong sense of creativity and be developed in line with the Agency's corporate identity.

*c. Language versions*

The tenderer may be required to design and layout materials that use European languages other than English. They should therefore ensure that they have the ability to use typefaces (including any special characters) for alphabets used by Bulgarian, Croatian, Czech, Danish, Dutch, Estonian, Finnish, French, German, Greek, Hungarian, Irish, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovak, Slovenian, Spanish and Swedish, as a minimum requirement. On occasion, Icelandic and Norwegian may also be required. The tenderer is expected to support the Agency in ensuring the quality and consistency of the layout with respect to the original version when documents are produced in multiple languages, or when documents have been corrected. When the translated versions of a document become available (i.e. provided by the Agency), the tenderer is expected to check their layout and design against the original document, and to make all the necessary changes and adjustments, so that documents are visually consistent across language versions.

*d. Development and implementation of visuals*

The tenderer may be required to support the Agency in the development and production of visuals for all its communications products, in line with the Agency's identity guidelines. The range of visuals to be created includes, but is not limited to, illustrations, figures, charts, tables, symbols, infographics and additional logos for the Agency services and projects. This may also include the creation of animated or interactive graphics for use in electronic communications materials. The tenderer is expected to offer technical support to the Agency on any issue related to its artwork files, either for creating new ones or for converting existing ones into different formats, preparing files for different publishing purposes, etc.

The Tenderer may be required to support the Agency in the sourcing and purchasing of royalty-free stock photos, illustrations and other visuals for multiple usages in various contexts/media, including editorial search, management of related copyright issues and assurance that the Agency has the relevant rights to use these images.

The Tenderer is also expected to advise the Agency on solutions for creating, maintaining and managing access to an image library in which all imagery used in the Agency's materials is stored.

Graphic design services will typically be needed for print publications e.g. reports, brochures, infographics and also to develop high end presentations.

## **b. Printing Service**

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The Agency wishes to be able to draw on the services of suppliers of printing services to support the delivery of its communications activities. The tenderer should be in a position to provide comprehensive print services ranging from prepress, lithographic, digital and screen print.

The Agency requires the services of professional printers who can deliver printed material within a specified timeframe, which at times may be five working days. Services will include provision of printing and binding

of publications (e.g. brochures, leaflets, reports), stationery (e.g. business cards, certificate paper, envelopes, greeting cards, information folders, leaflet wallets, letter-headed paper) and other materials (e.g. posters, calendars). Both digital and lithographic printing options must be available.

The tenderer must have the ability to use typefaces (including any special characters) for alphabets used by Bulgarian, Croatian, Czech, Danish, Dutch, Estonian, Finnish, French, German, Greek, Hungarian, Irish, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovak, Slovenian, Spanish and Swedish, as a minimum requirement. On occasion, Icelandic and Norwegian may also be required.

The printed materials must be packed in boxes, which clearly indicate the contents, including the title of the publication or other product code, as specified, and number of copies in each box. For items such as leaflets, these must be separated into bundles of 100 copies with a paper band inside each box. In the case of material available in various language versions, it shall be sorted and (in the case of ordered production) packed by language version, with clear indications on the external packaging.

Delivery of finished items will usually be to the Agency's offices, but may be required to be sent directly to other locations in Europe or worldwide. Should this be the case then the Agency will request a specific quotation prior to the event. Files for printing will usually, but not exclusively, be supplied via e-mail in publishing formats such as InDesign or PDF. Prices should include any costs for converting files and any pre-press work, such as producing film and printing plates. Costs should also include providing the Agency with colour proofs for approval prior to printing.

Unit prices must include all relevant costs (e.g. paper, printing, binding, quality control, etc.) incurred directly and indirectly by the tenderer in performance of the tasks that may be entrusted to them. In particular, unit prices for services provided must also include delivery costs by standard courier service to the Agency's premises in Valenciennes or Lille, France unless another delivery address is specified. In cases where physical material has to be exchanged between the tenderer and the Agency, the sender will bear the costs. The tenderer must indicate a detailed production planning in order to meet the delivery deadlines for the final products (where production is requested or enquired about by the Agency). The Agency reserves the right to reject the delivered products if damaged or not in compliance with the order as stated within 48 hours from delivery, in which case the tenderer must arrange for the delivery of corrected products in agreement with the Agency (without prejudice to any measures or remedies available to the Agency).

### **c. Provision of consultancy services and strategic advice**

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The Communication team is looking for effective and high quality external support for communication strategy advice and development of specific communication plans. Services requested may include, but are not limited to, the following:

#### *1. Strategic advice on and development of communications campaigns*

The tenderer is expected to provide advice and support in the definition and implementation of launch strategies for new campaigns, planning consequent activities, messaging development, selecting appropriate ongoing and ad-hoc communications/dissemination tools, as well as setting up monitoring plans aimed at assessing the impact and effectiveness of such communications activities.

#### *2. Strategic advice on media relations*

The tenderer is expected to provide advice and support in the execution of the Agency's media relations. This may include advice and support to the Agency's media outreach across the EU, developing and writing feature stories and other content, organisation of media events, creation of an online press centre, development and creation of photography and multimedia press collaterals.

#### *3. Surveys and stakeholder research*

The tenderer may also be required to carry out user research, applying both quantitative techniques and qualitative techniques. This involves planning, creating and carrying out user research programmes with different stakeholders groups, using tools such as surveys, online questionnaires, face-to-face interviews, focus groups, etc.

#### 4. *Outcome and impact evaluation*

The tenderer is expected to set up monitoring plans to assess the effectiveness of the Agency's communication activities. This may include assistance in defining key performance metrics, monitoring and evaluation of and reporting on measurements. The tenderer may also be expected to produce impact evaluation reports for specific campaigns.

#### **d. Editorial support**

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Editorial support is needed in order to transfer messages in an accurate, up-to-date, attractive and innovative manner:

- For various print, electronic and online publications and for
- Video production/ scripting

The Agency requires professional editorial services for the delivery of written material within a given timeframe in English, including drafting original content, adapting existing content and editing texts to ensure they comply with the Agency's editorial style guide, for both printed and electronic communications. Tenderers are also required to have experience in preparing documents in English that are destined for translation.

Services requested may include, but are not limited to, the following:

##### *i. Desktop research, i.e. gathering and compiling information and data*

The tenderer may be required to propose outlines and editorial concepts, carry out journalistic research for information on specific subjects from sources identified or delivered by the Agency or from other sources, compile raw material, read and analyse documents, and monitor various online and printed media.

##### *ii. Writing original content*

The tenderer may be required to attend workshops, meetings or other events at the Agency (or exceptionally elsewhere), to gather information and raw materials that will provide the basis for reports to be drafted and edited within given timeframes. The tenderer may be required to write and edit original content and articles based on the information and raw material gathered, e.g. corporate reports, such as the Agency annual report and work programme, blogs and social media. The tenderer may be required to produce one or more event reports following attendance at workshops and other meetings which take place at the Agency (or exceptionally elsewhere). Such reports may include workshop reports (8-10 pp), short documents on specific topics (2-3 pp) and speakers' biographies. The tenderer should foresee on average three rounds of comments back from the Agency on each material they draft. It will not be possible to charge for additional rounds of exchanges that arise from obvious mistakes or shortcomings of the tenderer. The tenderer will be expected to deliver a final proof-read text ready for publication.

##### *iii. Copy-editing*

'Editing' includes all the elements in proofreading but also includes improving the structure, clarity and readability of the text by redrafting or reordering text; removing repetitions; querying ambiguities; and, where appropriate, suggesting the addition, deletion or restructuring of whole sections in order to convey the core messages more effectively. In some cases the tenderer will be required to carry out a substantial

rewrite (and fact-checking) of a text to improve its content, scope, length, level and organisation. This may also include checking whether the text expresses the author’s meaning clearly, particularly in texts where the author is not writing in English as a native language.

The editor may suggest improvements for the author to make, or (in agreement with the author) rewrite and rearrange the material, suggest better examples, etc., to ensure the accuracy, clarity and effectiveness of the Agency’s communications, as well as adapting the style and tone of voice appropriately, according to the nature of the material, the needs of the target audience and the medium used.

The tenderer should foresee on average two rounds of comments back from the Agency on each material they draft. It will not be possible to charge for additional rounds of exchanges that arise from obvious mistakes or shortcomings of the tenderer. The tenderer will be expected to deliver a final proof-read text ready for publication.

*iv. Proof-reading (editorial quality-control)*

‘Proofreading’ comprises checking spelling, grammar, syntax and correct usage of terminology; applying the EU Inter-institutional Style Guide; checking the accuracy and consistency of references throughout the document; and ensuring a consistent structure of chapters and sections. The tenderer may be required to proofread texts to ensure they are free from errors and that they comply with all aspects of the Agency’s editorial style guide, including grammar, spelling, punctuation, use of numbers and other editorial conventions specific to the Agency’s house style. This may also include basic fact-checking and minor edits to improve the author’s choice of words or improve readability. There could be several proofreading stages during the course of a production.

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

Correspondence related to the Contract shall be sent to:

Procurement Services  
European Railway Agency  
BP 20392  
120 rue Marc Lefrancq  
F-59307 Valenciennes Cedex  
France  
Email: [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 the studies 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 the studies and other deliverables under the FWC to the European Commission.

#### **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 contracts is:

Lot 1: 400,000 EUR (excluding VAT).

Lot 2: 400,000 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, 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 offer a proposal for contact and coordination with the Agency and to indicate when and what kind of meetings would be required. At least the following face-to-face meetings have to be scheduled (at ERA premises at Lille or Valenciennes); if so required the parties could have:

- Kick off meeting upon signature of a specific contract/order form and discussion on the draft Service Plan ( 1 day meeting)
- Intermediate meeting: Presentation of and discussion on the draft final version of the deliverables listed at **C.2.3**
- Final Meeting: Presentation of and discussion on the final version of the deliverables listed at **C.2.3**.
- The kick off meeting for the project shall be considered as the first meeting and will be held in ERA premises in France (Lille or Valenciennes).

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

The Contractor will be responsible for the agenda and the minutes 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 minutes will be sent to ERA within one week after the meeting.

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

### C.2.9 Deliverables

The detailed description of the deliverables will be defined whenever the Agency asks the contractor for specific services. This applies to both lots.

## C.3 Selection criteria

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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 300 000 € 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.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:  
Past experience in the fields included in the Lot the tenderer submits an offer for and that shall include a list of services similar to the tasks envisaged under the present document provided in the past five years, with:
  - a) brief description of the services rendered and how they would be relevant to the ones envisaged in this document;
  - b) dates and recipients, public or private; and
  - c) certificates /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 must prove to have a very high standard of spoken and written English (which will be the working language).
4. Evidence of employing directly or being readily capable of constituting a team of experts capable of carrying out in a professional and timely manner the tasks requested under the Contract.
5. Adequate quality management standards in place.

#### 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

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Tenderers must present in their offers a proposal on the general methodology and the organisation of the work they will apply to the possible tasks under the specific contracts. 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, legal and financial/economical expertise; tenderers shall include a description of the key issues related to the achievement of the contract specific objective; an explanatory of the risks and assumptions affecting the execution of the tasks and the possible mitigations shall be included in the offer.

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 services management; foreseen subcontractors or consortiums (if any) shall also be listed. In particular:

1. **Structure – organisation chart** for carrying out the required services;
2. **Services Manager** with at least 5 years' experience in management of the services the tenderer provides, including overseeing service delivery, quality control of delivered service, client orientation and conflict resolution experience in service of a similar size and coverage (geographical scope at least half of the one subject to this call for tender), with experience in management of a team);
3. **List of experts** with evidence of their skill level in the relevant professional fields as well as the level of availability of the human and organisational resources to carry out the expected tasks.

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 above capabilities shall be clearly demonstrated in the CV included in the proposal and should indicate whether the CV refers to a Senior or Junior Expert.

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

**b) Recent samples of work completed by the proposed experts (minimum 3 samples per expert)**

**c) Monitoring/Reporting:** detailed information about how the Agency will be able to monitor the progress of the performed services

**Tenderers must provide all of the above requested evidence.**

### NOTES:

- Offers deviating from the requirements or not covering all requirements may be excluded on the basis of non-conformity with the tender specifications and will not be evaluated.
- The tenderer should be aware that his services will be subject to the following standards:
  1. the experts included in the proposal are bound to perform the services subject of the resulting contract;

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

- II. should any of the experts become unavailable after the signature of the contract, the Contractor will have the contractual obligation to inform the Contracting Authority and propose a replacement who shall have at least equal qualifications and experience;
- III. time schedule decided at the kick-off meeting for a defined service will be a contractual commitment;
- IV. specific type of deliverables shall be prepared by the Contractor according to terms agreed with the Agency; and
- V. written deliverables shall be drawn up in English and shall be supplied in electronic format to be delivered simultaneously with the paper copy and submitted as per the contractual time schedule.

These standards will be included in the contract; should the level of quality not be reached during contract execution, the Agency may activate the penalty clause.

## C.5 Content of the financial proposal

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### C.5.1 General

The financial proposal must be based on the format found in section D.3 (a) for Lot 1 and (b) for Lot 2 and each financial proposal consists of:

1. A lump-sum price given for the proposed specific scenario. This price will be considered only for evaluating the submission of the tenderer to the corresponding lot of this call for tender. In a separate, the tenderer shall describe 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.
2. The tenderer shall quote and complete its financial proposal with the list of prices requested; this price list will be a commitment of the tenderer and will 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	Minimum score which must be achieved
<b>A. Technical Criteria (total)</b>	<b>70</b>	<b>49</b>
<b>1. Organisation of the tenderer</b>	24	12
<b>2. Quality of samples supplied by the tenderer</b>	30	15
<b>3. Tenderer's proposal for the Agency's monitoring of his services</b>	16	8
<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: 49 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 who on the basis of the ratio between the total points scored and the total cost, offered the best value for money submission.

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

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

## 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.		
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***[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>GROUND 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"/>

<p>(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.</p>	
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**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

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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. (a) Financial Proposal Lot 1

#### D.3.(a) 1 Description of the simulation of services and offered lump sum price

In view of the tasks embodied in the 4th Railway Package, in cooperation with DGMOVE, the Agency organises a conference in Brussels for an audience of 200/300 people. The Agency has a broad constituency of stakeholders and partners including rail industry, rail associations and rail professionals, as well as a range of partners in the European rail regulatory network, such as national authorities and European institutional partners.

The conference is scheduled to last 2 working days: 10:00h until 18:00h the first day, 10:00h until 16:00h the second day.

The tenderer shall coordinate with Communication services of the Agency for preparing a plan to assess ex-ante the effectiveness of this communication activity. This may include assistance in defining key performance metrics and evaluation of and reporting on measurements. A 2-day coordination work shall be foreseen at the Agency's premises in Valenciennes.

The Agency looks to produce a video of the all speeches plus a short video (5 minutes) illustrating how it has successfully addressed the main topics. This video should include short interviews of the Agency' senior managers, high officials of the European Commission as well representatives of the stakeholders. Voice over for the narrative and a different voice over for any non-English interviews.

The tenderer is therefore required to source and provide video-maker(s), interviewers, actors, others. In addition, the tenderer may be required to provide the necessary crew and resources for the completion and delivery of audio-visual production and multimedia services. The Agency requires as well services in order to stream the conferences onto the web for the audience in order to follow events in real time and be able to interact if requested via e.g. chat programs.

Photography is also needed to cover this event in Brussels. The proposed photographers must understand the importance of guests and capture portraits and situations of interactions between the Agency's participants and the invited stakeholders.

Activities	EUR
Lump sum cost, all-inclusive.	

Here attached, in a separate sheet, the proposed price breakdown for the various services and deliverables included in the scenario.

This mandatory information will be assessed together with the technical proposal (organisation and resources) in order to assess the evaluation of the tender by the Agency.

Name:

Signature:

Date:



**D.3.(a). 2. Price offered:**

**Unit Cost in Euro**

<b>1. Photography services in case of an event</b>	
○ <i>Photographer (cost of 1 person/ day) excluded travel costs</i>	
<b>2. Provision of audio visual production and multimedia services</b>	
○ <i>Organisation and management of the services (cost of 1 expert/day for audio visual services)</i>	
○ <i>Shooting support for filming, development of film script, location scouting, other related activities (cost of 1 assistant / day) excluded travel costs</i>	
○ <i>Animations to be used in ERA promotional films (cost of 1 expert/day for creation of animations)</i>	
<b>3. Reporting and measurement</b>	
○ <i>Drafting questionnaire according to specs given by ERA, choose appropriate survey tool/data collection method, conduct survey, consolidate results in report (cost for 1 media monitoring report expert/day)</i>	
<b>4. Live video streaming services (cost of a live streaming of 6 hours conference to the internet (description see 3.a.1))</b>	

Prices inclusive of all costs and expenses (company management, secretariat, social security, salaries, travel and office expenses unless otherwise mentioned above, insurance, etc.) directly and indirectly connected with the provision of the services as well as prices for other type of resources employed.

Name:

Signature:

Date:

### D.3. (b) Financial Proposal Lot 2

#### D.3.(b).1 Description of the simulation of services and offered lump sum price

The Agency requests the tenderer to produce a report on the situation of railway safety in the EU. It needs to be produced web-ready, printed, a summary has to be developed and it needs to be advertised.

It is requested to develop a design and layout for the report. The photos must be purchased from a photo-stock database and include situations of passengers and railway staff displaying a positive image of the train travel experience.

The tenderer is requested in cooperation with the Agency to provide a summary of the report that must be published as a separate publication. The summary will be 6 pages long + the cover.

The report should be printed and published as PDF on the Agency website.

The report will have around 60 pages including 15 high quality photos DIN A4 full page, 5 Infographics and explanatory 20 charts.

The Agency will provide the text in English for the report and the translations for the summary for the 23 languages once the summary is provided by the tenderer.

Lithographic Offset printing of the report in 2000 copies and of 250 copies x 24 for the languages summary is requested.

The tenderer will be asked to write a feature story for a press release and to develop a creative campaigning plan in which it is outlined how our stakeholders can best be reached.

Activities	EUR
<b>Lump sum cost, all-inclusive.</b>	

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 as well as prices for other type of resources employed.

This mandatory information will be assessed together with the technical proposal (organisation and resources) in order to assess 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.3.(b). 2. Price offered:**

**Unit Cost in Euro**

<p><b>1. Development and implementation of visuals such as infographs for social media use</b> <i>(cost of 1 expert/ day for visual developments)</i></p>	
<p><b>2. Provision of consultancy services and strategic advice</b></p> <ul style="list-style-type: none"> <li>○ <i>(cost of 1 expert per day at ERA)</i></li> <li>○ <i>(cost of 1 expert per day at his place of work)</i></li> </ul>	
<p><b>3. Editorial support</b></p> <ul style="list-style-type: none"> <li>○ <i>(cost of 1 expert per day at ERA)</i></li> <li>○ <i>(cost of 1 expert per day at his place of work)</i></li> </ul>	
<p><b>4. Development of templates</b>  <i>( total cost for development of a new official agency letter DIN A4 template)</i></p>	
<p><b>5. Layouts</b>  <i>(total cost for a one A4 page including text and graphs)</i></p>	

Prices inclusive of all costs and expenses (company management, secretariat, social security, salaries, travel and office expenses unless otherwise mentioned above, insurance, etc.) directly and indirectly connected with the provision of the services as well as prices for other type of resources employed.

Name:

Signature:

Date:

## D.4 Curriculum Vitae

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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

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

Name:

Signature:

Date \_\_\_\_\_

## D.6. Confirmation of offer submission

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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 201.. .... ..P: ".....name of the tender....."**

**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 Framework Service Contract (both lots)

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.