

Tender Documents

Part II

Tender Specifications

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1 Overview of this Tender

1.1 Introduction to the S2R JU

The Shift2Rail Joint Undertaking (hereinafter “the S2R JU”, “the Joint Undertaking” or “the Contracting Authority”), is a public-private partnership in the rail sector, established under Horizon 2020, to provide a platform for coordinating research activities with a view to driving innovation in the rail sector in the years to come. It was established on 7 July 2014, following the entry into force of [Council Regulation \(EU\) No 642/2014 of 16 June 2014 establishing the Shift2Rail Joint Undertaking](#) (“the Shift2Rail Regulation”).

1.2 Description of the Contract

The service required by the S2R JU under the contract to be potentially awarded as a result of this call for tender are described in the **Technical Specifications in Section 2** of the present tender specifications.

1.3 Timetable

| Summary timetable | Date | Comments |
|--|-------------------------------|--|
| Launch date | 12 August 2016 | |
| Deadline for addressing requests for clarification to the S2R JU | 6 October 2016 at 12:00 noon. | |
| Last date on which clarifications are issued by the S2R JU | 12 October 2016 at 17:00. | Tenderers are advised to check the S2R JU Procurement Webpage on a regular basis for possible updates and/or clarifications. |
| Deadline for Submission of Tenders | 21 October 2016 | Tenders delivered by hand shall be submitted not later than 17:00h* |
| Opening Session | 28 October 2016 at 10:00 AM* | Maximum one legal representative per participating tenderer may attend the opening session. Tenderers shall inform the Joint Undertaking of their intention to attend, at least 5 working days prior to the opening session. |
| Completion Date for Evaluation of Tenders | 31 October 2016 | Estimated |
| Signature of Contracts | 16 November 2016 | Estimated |

* Brussels Time

1.4 Eligibility - Participation in the Tender Procedure

This procurement procedure is open to any natural or legal person wishing to bid for the assignment and established in any of the European Union Member States.

In addition, tenderers must not be in any situation of exclusion under the exclusion criteria indicated in section 3.1 / Annex II of these tender specifications and must have the legal capacity to allow them to participate in this tender procedure (see section 3.2.1).

Please note that any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or the S2R JU during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his tender and may result in administrative penalties.

1.5 Joint Tenders - Participation of Consortia

Consortia may submit a tender on the condition that it complies with the rules of competition including satisfying the requirements under the exclusion criteria (see section 3.1) applicable to the award of the contract.

A consortium may be a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure. All members of a consortium (i.e. the leader and all other members) are jointly and severally liable to the Contracting Authority.

For each consortium member, the tenderer must, **at the time of tender submission**¹:

- ✓ Specify the company or person heading the project (the leader) and submit, a copy of the document authorising this company or person to submit a tender on behalf of the consortium (e.g. power of attorney) – *alternatively, if already available at the time of tender submission, a duly signed and dated (by each member) consortium agreement.*
- ✓ Submit the required evidence for exclusion criteria (see section 3.1.i).
- ✓ Submit the required evidence for selection criteria – legal capacity (see section 3.2.1).
- ✓ For the selection criteria - economic & financial capacity (see section 3.2.2) and technical & professional capacity (see section 3.2.3) the evidence should be provided by each member of the consortium, but will be checked to ensure that the consortium as a whole fulfils the criteria (e.g. *not every consortium member needs to fulfil each of the criteria individually – but rather as a whole.*)
- ✓ **In case of successful award & before contract signature**: the tenderer to whom the contract is to be awarded shall provide, at the latest, within 15 days following notification of award and preceding the signature of the contract, a duly signed and dated (by each of the consortium members) consortium agreement specifying the company or person heading the project and authorised to submit a tender on behalf of the consortium (unless already submitted at the time to tender submission).

The participation of an ineligible person will result in the automatic exclusion of that person. In particular, if that ineligible person belongs to a consortium, the whole consortium will be excluded.

1.6 Sub-contracting

Sub-contractors (including freelancers) must satisfy the requirements under the exclusion criteria (see section 3.1) applicable to the award of the contract.

¹ See also section 1.7 and Annex I – Tender Submission Form – for a summary / overview of documents to be submitted as part of the tender.

If the identity of the intended sub-contractor(s) is already known at the time of submitting the tender, **for each sub-contractor**, the tenderer must, **at the time of tender submission**²:

- ✓ Indicate clearly **which parts of the work will be sub-contracted** (including freelance consultants, experts etc.) and **to what extent** (proportion in %). The sub-contractor must not sub-contract further.
- ✓ **Submit a duly signed and dated (by the sub-contractor) ‘Sub-contractor Declaration’ – Annex III** - confirming that they are not in any of the situations of exclusion / conflict of interest (see section 3.1) and pledging their irrevocable undertaking to collaborate with the tenderer, should he win the contract and that they will put all appropriate and necessary resources from their part at the tenderer’s disposal for the performance of the contract.
- ✓ **Proof of Technical & Professional Capacity:** Submit the required evidence for technical & professional capacity (see section 3.2.3). Please note the evidence provided by each sub-contractor, for those applicable criteria, will be checked to ensure that the tenderer as a whole fulfils the criteria.

***Important Note:** If the identity of the sub-contractor(s) is not known at the time of submitting the tender, the tenderer who is awarded the contract will have to seek the S2R JU’s prior written authorisation before entering into a sub-contract. Where no sub-contracting is indicated in the tender the work will be assumed to be carried out directly by the bidder.

1.7 Submission of Tenders

It is strictly required that tenders be presented in the correct format and include all documents necessary to enable the evaluation committee to assess them. Failure to respect these requirements will constitute a formal error and may result in the rejection of the tender. As a result, tenders must comply with the following conditions for submission.

1.7.1 Presentation of the Tender

Tenders must be submitted in accordance with the **double envelope system**:

Outer Envelope: The outer envelope or parcel should be sealed with adhesive tape, signed across the seal and carry the following information as shown in the diagram in 1.7.4 below:

- ✓ the ref. number of the invitation to tender: **S2R.2016.OP.03**
- ✓ the project title: **Shift2Rail Multi-Project Cooperation Tool**
- ✓ the name of the tenderer
- ✓ the indication **“Tender - Not to be opened by the internal mail service”**
- ✓ the address for submission of tenders (*as indicated in the letter of invitation to tender*)
- ✓ the date of posting (*if applicable*) should be legible on the outer envelope

Inner Envelopes: The outer envelope must contain **three inner envelopes**, namely, Envelopes A, B and C. The content of each of these three envelopes must be as follows:

² See also section 1.7 and Annex I – Tender Submission Form – for a summary / overview of documents to be submitted as part of the tender.

| ENVELOPE A – ADMINISTRATIVE DATA |
|---|
| ✓ Tender Submission Form (front page of administrative documents) – using template in Annex I . |
| ✓ Declaration of Honour (section 3.1 Exclusion Criteria) – using template in Annex II . |
| ✓ <i>In case of sub-contracting (section 1.6):</i> Sub-contractors Declaration – Annex III . |
| ✓ Financial Identification Form – using the template downloadable from the following website: http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm |
| ✓ Legal Entity Form (section 3.2.1 Selection Criteria - Legal Capacity) – using template from link below and the supporting documents requested in section 3.2.1: http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm |
| ✓ Economic & Financial Capacity Documents (section 3.2.2 Selection Criteria – Economic & Financial Capacity) – using template in Annex IV.a accompanied by the documents requested therein. |
| ✓ <i>In case of consortia (section 1.5):</i> Consortium agreement (if already available) , or, powers of attorney issued by the consortium members empowering the representative of the consortium leader (tenderer) to submit a tender of their behalf. |

| ENVELOPE B – TECHNICAL DOCUMENTS: One signed original and 3 (three) copies* (identical in full to the original) of the: |
|--|
| ✓ Technical & Professional Capacity Documents as requested in section 3.2.3. |
| ✓ Technical Offer providing all information requested in section 4.1. |
| ENVELOPE C - FINANCIAL DOCUMENTS: One signed original and 3 (copies) copies* (identical in full to the original) of the: |
| ✓ Financial Offer (section 4.2) using the template found in Annex V |

**The original tender must be marked "ORIGINAL", and the copies (of the signed original) marked "COPY".*

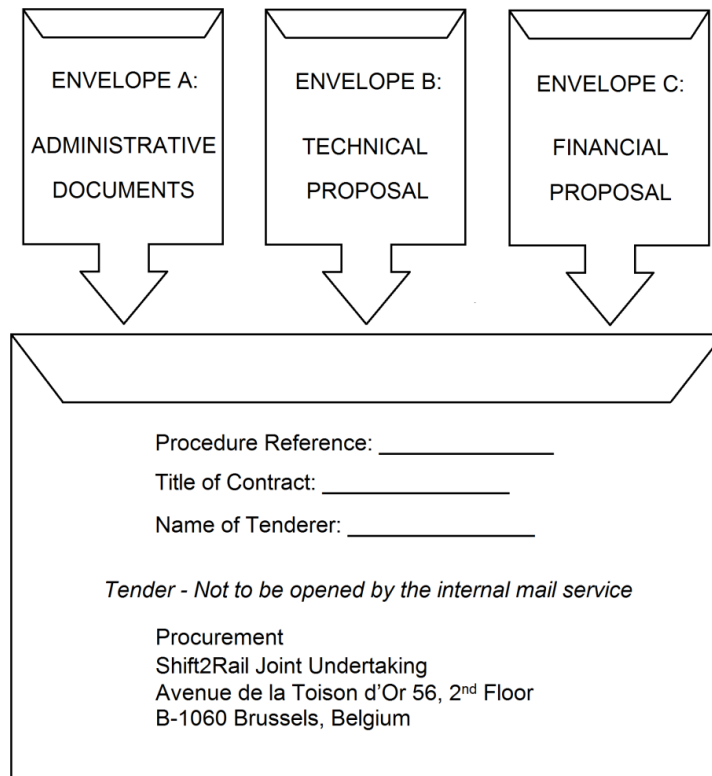
1.7.2 Language of the Tender

Tenders should be drafted in one of the official languages of the European Union, **preferably English**.

1.7.3 Division into Lots

This tender is not divided into lots. The tenderer must be in a position to provide all the services requested.

1.7.4 Tender Submission - Envelope Diagram



1.8 Environmental Considerations

The S2R JU is committed to minimising the environmental impact of its everyday business activities, including, promoting an eco-friendly approach in its purchasing activity. Therefore, contractors of the JU should also follow / adopt such environmental considerations and strive to be eco-friendly (i.e. reduce water, energy and waste consumption, actively recycle, using reusable / recyclable materials etc.) in their related business operations.

In addition, the contractor shall ensure compliance with any European and national rules on environmental protection, safety and health.

Moreover, it is strongly recommended that tenders are submitted in an environmentally friendly way, e.g. by choosing a simple and clear structure (list of contents and consecutive page numbering), double-sided printing, limiting attachments to what is required in the tender specifications (no additional material) and avoiding plastic folders or binders.

1.9 Period during which tenders are binding

The period of validity of tenders, during which tenderers may not modify the terms of their tenders in any respect is 90 days after the deadline for the submission of tenders. In exceptional cases, before the period of validity expires, the JU may ask tenderers to extend the period for a specific number of days, which shall not exceed 40.

The selected tenderer must maintain its tender for a further 60 days from the date of notification that his tender has been recommended for the award of the contract. The further period of 60 days is added to the initial period of 90 days irrespective of the date of notification.

1.10 Contacts between the S2R JU and Tenderers

Contacts between the Joint Undertaking and tenderers are prohibited throughout the procedure save in exceptional circumstances and under the following conditions only:

Before the final date for submission of tenders:

- At the request of the tenderer, the S2R JU may provide additional information solely for the purpose of clarifying the nature of the contract.
- Any request for clarification must be made in writing by e-mail at procurement@shift2rail.europa.eu and should indicate the reference number and the title of the tender.
- Requests for clarification received by the S2R JU after the deadline for such requests for clarification as specified in section 1.3 – Timetable may not be processed.
- The S2R JU may, on its own initiative, inform interested parties of any error, inaccuracy, omission or any other clerical error in the text of the call for tenders.
- Any clarifications including that referred to above will be published on the S2R JU's Procurement Webpage. Please ensure that you visit regularly the site for updates.

After the opening of tenders:

- If, after the tenders have been opened, some clarification is required in connection with a tender, or if obvious clerical errors in the submitted tender must be corrected, the S2R JU may contact the tenderer, although such contact may not lead to any alteration of the terms of the submitted tender.

1.11 Visits to the Premises of the S2R JU

No site visits at S2R JU's premises are deemed necessary for this procedure.

1.12 Variants

Variants are not permitted.

1.13 Only for service contracts: Scope for additional services or for the repetition of similar services

The S2R JU may, under certain circumstances (*eg* if maintenance needs so require), extend the project in duration and/or scope subject to the availability of funding and to satisfactory performance by the contractor.

For additional services which are not included in this contract but which, through unforeseen circumstances, would become necessary for the performance of the services under this contract, the Contracting Authority may make use of the negotiated procedure without prior publication of a contract notice and potentially award the additional contract to the contractor performing this contract.]

For new services consisting in the repetition of services similar to the ones initially entrusted to the contractor under the contract, the Contracting Authority may make use of the negotiated procedure without prior publication of a contract notice and potentially award them to the contractor performing this contract.

1.14 Confidentiality & Public Access to Documents

In the general implementation of its activities and for the processing of tendering procedures in particular, the S2R JU observes the following rules:

- Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 and 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;
- Council Regulation (EC) No 1049/2001 of 30 May 2001 regarding public access to European Parliament, Council and Commission documents.

1.15 Contract Provisions

In drawing up your tender, you should bear in mind the provisions of the draft contract (see Part III of the Tender Documents). In particular, the draft contract indicates the method and the conditions for payments to the contractor.

****Important Note: Submission of a tender implies acceptance of all the terms and conditions set out in the Tender Documents (Part I - invitation to tender, Part II - tender specifications and Part III - draft contract) and, where appropriate, waiver of the tenderer's own general or specific terms and conditions. It is binding on the tenderer to whom the contract is awarded for the duration of the contract.***

In this respect every tenderer is also required to sign a declaration to this effect in as part of the tender submission form in Annex I.

2 Technical Specifications

These Technical Specifications describe the aim and scope of the project and give instructions and guidance to the companies willing to submit offers. They will also serve as the Contactor's mandate during the implementation of the project, after selection of the successful tenderer. They will become an integral part of the contract that will be concluded by the S2R JU with the successful tenderer, following the award decision.

2.1 Purpose of the contract

Core objectives

The S2R JU is seeking to acquire the use of a multi-project (programme) cooperation tool to manage all collaborative projects performed by the S2R JU Members, stemming from the S2R JU annual calls for proposals under the rules for participation of H2020 and the S2R JU Regulation.

The tool should allow and support the cooperation of the various R&I project participants to implement the Description of the Action for each awarded grant through daily project coordination and communication.

The tool should offer a common interface and a platform for coordination, planning, control, technical/administrative/financial management, exchange of documents, comments and opinions and organisation of meetings of S2R projects.

The tool should also support and facilitate technical and financial periodic reporting that will be afterwards formalized through the H2020 Participants Portal

(<http://ec.europa.eu/research/participants/portal/desktop/en/home.html>).

The tool should also be available to the S2R JU Members for the project proposal phase, as well as provide during the project implementation phase solutions to interface with the S2R public website the upload of publishable reports, deliverables, project status and similar information.

The participants are geographically distributed around Europe. The multi-project cooperation tool should be accessible via web based application(s) and compatible with Windows and Mac most popular web browsers. Access by mobile devices can be considered an advantageous feature.

The tool shall record a history data (an audit trail) of all communication and modifications applied by individual access. This shall include, but not be limited to, the documents either created or modified. The audit trail should be extractable in such a way that the Shift2Rail JU may archive it outside the tool itself and the archive may be opened without having a valid subscription to the tool at that moment.

The tool may be used to develop confidential and high value documents. It is therefore important that the tool provide the necessary reliance in terms of business continuity, security as well as redundancies for them to support this project.

A full non-disclosure agreement will be required. All data developed, entered or communicated within this tool remains the sole ownership of the participants to the Action and accessible only to them and the Shift2Rail Joint Undertaking. No records or copies entered shall be kept by the contractor after the time limits detailed within this tender.

Access

The tool needs to support from 1 to 3000 individual accesses (most probably on average around 1 500) from various backgrounds (administrative/financial support, technical expert, external observers and other professionals) and simultaneous access of at least 200 users.

There should be a minimum of 5 different levels of access rights / user groups configurable within the tool to which each personalised access is linked. The levels vary from full access right to all data to a read only

access to partial documentation. The access should be granted per project and one individual access may have different configurations in each project.

Access right management rules will be determined together with the S2R JU.

In terms of access management, the tool should provide for centralized access management by S2R or delegated to each Member, for his own staff, participating to a project.

Timeframe

The multi-project cooperation tool shall be available for use as from mid-December 2016 and providing its services until the end of the S2R JU (end of December 2024), subject to the contractual conditions indicated below.

The access to each project content and tool functionalities shall be made for the entire duration of the contract, even though a single project may have been ended.

2.2 General Requirements

The tool should:

- be already functioning, no debugging or significant modifications should be needed,
- provide intuitive interface and a single user account for a user participating in several projects,
- identify the user as part of a participant (company) in one or several projects,
- be a web-based application, accessible with regular browsers and without additional plugins or installations,
- have an easy and transparent access management of individuals and groups,
- have a proven system maintenance and sufficient uptime including security and backup,
- provide assistance for users via e-mail and phone and training sessions/materials,
- allow hierarchical set up of roles (coordinator, WP leader, task leader, etc.),
- guarantee confidentiality protection between users for sensitive financial data, IPRs, etc of the partners,
- be handed over to the Project participants identified by the SJU with the initial set-up already in place (structured in WP/Tasks, organisations and users registered and basic roles assigned) as agreed by the S2R JU,
- have been already successfully used by complex projects under H2020 and under FP7, or be promptly rendered exhaustively compatible with H2020 requirements, with very little adaptation or difficulty.

2.3 Technical Requirements

The main features of the Tool are hereinafter described:

Structure:

- Intuitive interactive User interface

Users should have no specific background in IT and should be able to start using the Tool with minimum online training.

- Multi-level information structure

It shall be possible to organise information defining a tree structure of folders, with specific names and properties

- Quick and advanced search functionality

Search functionality shall be available throughout the Tool. Simple search shall be always available, with possibility of more complex searches when needed.

- Extensive context-based Help system

In order to effectively exploit features of the Tool, help pages shall be available within the Tool, briefly describing available functionality and options available to Users from their current position.

Project Management:

- Multi-project management

The Tool shall have the capability to handle many projects, with separate configuration, and offer the possibility for Users to easily switch from one project to another, without having to login again. Time and procedure needed to start a new project is to be described.

The Tool shall be configurable to allow users across different projects to share documents, tasks, deliverables, etc. It should also allow eventual clustering of projects.

- Control/monitoring feature

The Tool should allow the allocation (to users) and monitoring of tasks, including the usage of resources and degree of fulfilment.

It should be able to manage and allow monitoring of dependencies across clustered projects or shared deliverables/tasks/milestones/risks/meetings.

In addition it should allow a continuous monitoring of progress, budget vs. costs through a friendly and visual interface (charts, tables, etc.) capable of been exported to Excel. This should be done at work packages and tasks level, in selectable periods on participant level and project level, including export in standard IT formats.

It should also allow the monitoring of defined milestones and deliverables and include deadline management with configurable automatic reminder emails.

The Tool should allow the monitoring and management of project risks.

- Editing capabilities

The Tool content (task, deliverables, milestone, etc. and all parts of the Description of the Action, including budget) shall be editable online, being capable of differentiating versions related to the respective grant agreements' amendments.

Project controlling (to support administrative / financial coordination) and reporting:

- Inputs and assignments

It should be done on the same set of data used for the work management. It includes the clear assignment of budget, as well as functions for an automatic documentation and reporting of the use of resources on work package & task / participant level.

The costs input should take into account the H2020 rules for participation, as for example both per unit and actual individual personnel costs.

- Versioning and reporting

The tools should align the project plan, budget, resources based on the project progress and allow Project plan (DoA) re-versioning aligned with the respective amendment request.

The documentation generated should be aligned with the requested S2R documents format, to facilitate timely & accurate reporting in the H2020 tool, including generation of reporting documents in easy-to-transpose IT format types (e.g. Periodic Reports in Word, Form C in Excel).

- Reviewing and overview

The tool should allow the assignment of reviewing function for finalisation (locking) of data.

It should also allow overviews of budget and staff efforts considering H2020 financial guidelines and allow the possibility to include specific rules to fit to the requirements of Shift2Rail JU Regulation and Members commitment.

It should be able to provide a general and detailed bird's eye view of all projects and of clustered projects.

Document repository:

- Capabilities and access

The documents represent the main information to be stored into a suitable repository provided by the Tool. The repository shall be able to store an unlimited number of documents, each document with a size up to 100 MB.

Access to each document shall be allowed only to Users having a sufficiently high rights level (see also Security). The right managements shall be configurable.

The typology of document should cover the entire need of a project, assigning them to related project items like WP, actions, technical contributions, deliverables, minutes of meetings, presentations, legal documents, administrative documents, etc.

- Identification and versioning

Each document shall be univocally identified by an automatically generated identification code. Additional properties should allow describing precisely the document. This shall allow identifying and quickly retrieving the document.

Document versioning shall be handled. The most recent version of a document shall be the default choice, but access to previous versions shall be possible.

- Sharing and downloading

Documents could be shared also via web-links.

Users shall be optionally notified about any new document defined in the repository by means of email notification messages.

Batch download of selected files and folders should be foreseen.

Search and filtering function should be foreseen (search inside all stored documents [doc, docx, xls, xlsx, ppt, pptx, pdf]; keyword or phrase, by author, date, partner...).

Communication:

- Sharing of information between users:

The Tool shall favour and support sharing and communication between its Users, including the creation of mailing lists.

The Tool shall be able, when applicable, to export data in popular data formats, e.g. Excel.

It should support an appropriate area for communication between users of the same project and cross clustered projects/shared tasks users (forum/chat/etc.)

- Meeting planning:

The Tool shall support the definition and organisation of meetings. A calendar functionality and visualisation style shall be available.

Involved Users shall be notified about any new meeting defined in the Tool by means of email notification messages, which shall be configurable.

Functionality to support meeting date consensus building and meeting booking shall be foreseen.

Meeting data should be available also in "ical" format or similar, so as to allow to import them into Outlook or other electronic calendars.

- S2R website interface:

The Tool should be able to technically interface with the S2R public website (currently managed through word-press) and facilitate the publication of deliverables, information, meetings, etc. This should happen through a simple interface that would allow a project coordinator to make a request for publication to the S2R JU, and the JU should have the option to validate or reject it.

Any associated development and interface with the S2R website provider should be foreseen.

Security:

- Suitable security and redundancies features shall be implemented both in the Tool and in the hosting environment.
- Access to the tool shall be at least password protected. Passwords shall be automatically generated and stored in encrypted format. A password recovery mechanism is required.
- A hierarchical level of rights shall allow limiting access to available information and related functionality within the Tool, according to needs. The number of levels and their description shall be described.
- A secure communication channel shall be established between the server and the client, protected by a suitable certificate issued by a recognised certification company (no self-certification is accepted).

2.4 Service Requirements

Hosting

- The offer shall include full hosting of the Tool for the S2R duration.
- The hosting environment shall guarantee smooth work on the Tool for up to 3000 Users.
- Backup, update and monitoring services have to be included.
- Security features must be adequate and described in the offer.
- The offer shall include the SLA conditions related to security aspects, business continuity, reliability, etc.

Maintenance

- The full maintenance of the Tool, including maintenance of the hosting environment (servers, operating systems, databases) is to be included in the offer.
- Corrective and ordinary/periodic maintenance of the Tool is to be included in the price. When the users reports any malfunction which make the tool unusable, the contractor is expected to correct them – minimum requirements – within 2 days (minor issues) and within 10 working days (major issues).
- Personalised adaptations – if required and to match the tender specifications – shall be also possible and included in the price.

Training

- Even if user friendliness is a must, the Tool shall be adequately documented (e.g. User manual, presentations, courses).
- Training sessions shall be envisaged for project managers and project coordinators, with 5 days per year of presence of a senior professional or equivalent level at Shift2Rail premises, or other place indicated by the JU, to provide training and/or support to use the tool.
- Availability of Webinars and/or video courses should be foreseen.

Support

- A next Business Day assistance plan is required. Type and level of support services are to be described.
- The type of support services can include: dedicated e-mail address, generation of support requests from the Tool, phone support, remote assistance via Web.
- The level of service is to be defined in terms of average time to answer to a support request and average time to solve an issue.
- The contractor should be able to demonstrate the possibility to implement new features on request. The conditions for its implementation will have to be described.

2.5 Description of the Contract**2.5.1 Volume of the Contract**

The S2R JU intends to sign a direct contract with the successful tenderer for a maximum total value of **€ 350 000** (three hundred and fifty thousand EUROS) for the initial four years of the contract. The contract may be renewed on a yearly basis for four years. Including the additional 4 years the total value of the contract is estimated at **€ 550.000**.

2.5.2 Duration of the Contract

The duration of the direct contract shall not exceed a maximum total of eight years.

Depending on the licensing model proposed by the successful tenderer, the contract may either have:

- an initial duration of one year with a possibility of three subsequent renewals of one year. After the 4 initial years, the S2R JU will decide to extend the contract for four subsequent years with annual renewals, or;
- an initial duration of four years with a possibility of four subsequent renewals of one year.

Justification for a service contract exceeding four years: The maximum contract duration of up to 8 years is justified by the nature of the services provided and the lifetime of the Shift2Rail Programme and of the Joint Undertaking which was set up and mandated to manage it.

2.5.3 Project Meetings

A kick-off project meeting will be held at S2R JU premises within 2 weeks of contract signature;

Additional meetings may be held between the S2R JU and the contractor to monitor contract implementation and any identified issues. Meetings will be scheduled based on needs and can be held remotely, where possible.

Please note that the contractor shall start the project work immediately after signing the contract independently from the date of the kick-off meeting:

Important Note: Travelling to meetings / activities, accommodation and any other costs related thereto shall be at the sole expense of the contractor and shall be fully included in the price presented in the financial offer (Annex V).

3 Exclusion and Selection Criteria

3.1 Exclusion Criteria

Requirement:

Participation in this tender is only open to tenderers who are not in any of the situations of exclusion listed in Annex II.

Evidence:

i. **At the time of Tender Submission:**

Tenderers shall provide a **declaration on their honour** (see model in **Annex II**), duly signed and dated.

ii. **In case of successful award & before contract signature:**

The tenderer to whom the contract is to be awarded **shall provide**, within 15 days following notification of award and **preceding the signature of the contract**, the following documentary **proofs to confirm** the declaration referred to above:

- For points a), b) and e) a **recent extract from** the judicial record or, failing that, an equivalent document **recently issued by** a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied.
- For point d) a **recent certificate issued by** the competent authority of the State concerned.

Where the document or certificate referred to above **is not 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.

3.2 Selection Criteria

Tenderers must submit evidence of their legal, economic & financial, technical & professional capacity to perform the contract.

3.2.1 Legal Capacity

Requirement:

Tenderers (including consortium members) are asked to prove that they are authorised to perform the contract under the 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.

Evidence required:

- A **duly filled in and signed Legal Entity Form**, to be downloaded, depending on the tenderer's nationality and legal form (i.e. individual, private/public company), from the following website: http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm;
- **Supporting documents** – a copy of any official document (i.e. official gazette, register of companies etc.) showing the individual's / contractor's name and address and the registration number given to it by the national authorities. A copy of the VAT registration document (if applicable) should be submitted if the VAT number does not appear on the official document referred to above.

Note: Where a tenderer has already signed another contract with the S2R JU, he may provide instead of the legal entity file and its supporting documents a copy of the legal entity file provided on that occasion, unless a change in his legal status occurred in the meantime or the legal entity file or its supporting documents are older than one year.

3.2.2 Economic & Financial Capacity

Requirement(s):

- The tenderer must be in a stable financial position and have the economic and financial capacity to perform the contract;
- The yearly overall turnover in the last three years must not have fallen below € 100 000.

Evidence required:

Proof of economic and financial capacity shall be furnished by **completing Annex IV.a – Economic & Financial Capacity**, and, **providing the balance sheets or extracts from balance sheets for at least the last three years** for which accounts have been closed (where publication of the balance sheet is required under the company law of the country in which the economic operator is established).

Note: if, for some exceptional reason which the S2R JU 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 JU considers appropriate.

3.2.3 Technical & Professional Capacity

The tenderer must possess the following technical and professional capabilities in order to perform the contract.

| r. | <u>Requirement</u> The tenderer must possess the following technical and professional capabilities in order to perform the contract: | <u>Evidence</u> ³ The following documents and information must be presented as evidence of compliance with the set technical and professional requirements: |
|---------------------------------|--|--|
| Tenderer’s experience | | |
| a. | Suitability of the organisation and staffing structure available for the activities covered by the contract (including all consortia members and/or any proposed subcontractors) | <ul style="list-style-type: none"> • Details of the structure of the organisation (including all consortia members and/or any subcontractors and the number of staff involved), explaining the suitability of the tenderer’s organisation to perform the contract; • Professional accreditations or references held by the tenderer, if available. |
| b. | Professional experience in the provision of services similar to those described in Section 2. | <ul style="list-style-type: none"> • A list and detailed description of the tenderer’s activities in the last five years related to the activities described in Section 2; • Example of relevant projects (at least two) conducted by the tenderer in the last five years in the field in question. |
| c. | Environmental Considerations ⁴⁵ : The tenderer shall have / adopt a suitable environmental policy. | A description or copy of the tenderer’s environmental policy (specifying the status of implementation). |
| Project Team / Expertise | | |

³ Please note that the S2R JU reserves the right to request further evidence in support of the technical & professional capacity criteria.

⁴ In light of the S2R JU’s commitment to ‘Green Procurement’ this capacity should be included as standard and only removed in exceptional cases i.e. highly technical / sensitive subjects where overly restrictive criteria have to be minimised.

⁵ Depending on the services/supplies needed the EC has defined, for certain cases, in the GPP toolkit, criteria/details per area to take into account – this also provides guidance on distinguishing between suitable selection/award criteria:

http://ec.europa.eu/environment/gpp/eu_gpp_criteria_en.htm

| | |
|--|---|
| <p>Tenderer must have:</p> <p>i. Project Team: Tenderer must have a competent and experienced project team for the performance of the contract. All staff involved in the execution of the contract should possess 5 years of experience in a similar role and an adequate educational background and expertise relevant to the tasks that they shall perform, as well as a very good level of English language competency.</p> <p>ii. Project Team leader: Nominate a suitable project team leader with at least 5 years of experience in a similar role with experience in at least 1 other comparable project in the team leader role and a very good level of English language competency.</p> | <ul style="list-style-type: none"> - Overview of the project team (using the template provided in Annex IV.c), and, - CVs of the key experts to carry out the project (using the EU CV format available at: http://europass.cedefop.europa.eu/en/home) covering education and training, organisational, technical and work experience including any relevant supporting documentation i.e. accreditations, certificates etc. |
| Quality Management System | |
| <p>The tenderer must have in place a quality management system (QMS).</p> | <p>Proof of a quality management system in place such as DIN EN ISO 9001 or equivalent system.</p> |

***Important Note:** the S2R JU reserves the right to ask for clarification or further material in the case that the documents submitted are not found as adequate evidence that the tender fulfils the exclusion and/or selection criteria.

4 Award of the Contract

Only the tenderers meeting the requirements of the exclusion and selection criteria will have their tender evaluated in terms of quality and (potentially) price.

The contract will be awarded to the tenderer submitting the admissible tender offering the best-value-for-money (best quality-price ratio).

4.1 Assessment of Technical Quality

4.1.1 Technical Evaluation

The quality of technical offers reaching this stage will be evaluated in accordance with the award criteria and the associated weighting as detailed in the evaluation grid below.

| NO | TECHNICAL AWARD CRITERIA | MAX POINTS |
|----|--|------------|
| 1 | <p>Rationale, strategy and method:</p> <p>Approach to project and the effectiveness of service management, quality assurance, risk management, customer support and customer participation.</p> | 20 |

| | | |
|--------------|--|------------|
| 2 | <p>Architectural design quality</p> <p>The architecture will be assessed on the following key characteristics as per standard software quality criteria and related measures, as described in the requirements:</p> <ul style="list-style-type: none"> • Scalability • Security • Reliability and business continuity • Manageability, usability and user-friendliness • SLA KPIs proposed by the contractor | 45 |
| 3 | <p>Quality of the Technical Implementation Approach</p> <ul style="list-style-type: none"> • Detailed description of the proposed tool • Flexibility of the technical solution to accommodate changes to initial requirements • Quality of the documentation, training and other proposed knowledge transfer activities • Quality of the support services and maintenance services | 35 |
| TOTAL | | 100 |

4.1.2 Technical Offer

The technical offer shall contain all necessary information to allow evaluation of the tender according to the technical criteria mentioned above, including in particular:

| TECHNICAL AWARD CRITERIA NO. | CONTENT OF TECHNICAL OFFER |
|------------------------------|---|
| 1 | Description of proposed rationale and strategy for the contract implementation in line with the technical specifications and objectives of the contract including a description of the input from each of the consortium members (in case of consortia), any sub-contracting arrangements foreseen. |
| 2 | Description of the proposed methods to ensure Scalability, Security, Reliability and business continuity, Manageability, usability and user-friendliness, SLA KPIs proposed by the contractor. |
| 3 | Description of organisational structure to meet project needs, flexibility, timeliness, support services, quality of the documentation, etc, and the composition and functioning of the proposed (team of) expert(s). |

4.1.3 Technical Quality Threshold

Only tenders scoring **70 points or more** (of a maximum of 100 points) against the technical award criteria will have their financial offer evaluated.

4.2 Assessment of Price

4.2.1 Financial Evaluation

Any tenderer submitting a financial offer exceeding the budget indicated in Section 2.4.1 will be rejected outright.

The financial evaluation will be made on the basis of the price offered in the model financial offer (Annex V) applying the following formula:

$$\text{Financial Score for Tender X} = 100 \times (\text{Cheapest Price} / \text{Price of Tender X})$$

4.2.2 Financial Offer

- The financial offer must be presented in the format provided in **Annex V**.
- A price shall be indicated for each category and must not amount to zero. Failure to comply with this requirement may lead to rejection of the tender.
- Prices must be quoted in **EURO** and include all expenses necessary to perform the contract. **No further reimbursements shall be made whatsoever.**
- The price quoted is fixed and shall be subject to **NO revision**.
- Prices must be quoted free of any duties, taxes (such as VAT) and/or other charges, as the S2R JU is exempt from such charges under Articles 3 and 4 of the Protocol on the privileges and immunities of the European Union.
- Costs incurred in preparing and submitting tenders are borne by the tenderer and shall not be reimbursed.

4.3 Contract Award - Choice of the Selected Tender

The most economically advantageous tenders are established by weighing technical quality against price on a **70/30** basis.

The consolidated score for each tenderer will be calculated as follows:

$$\text{Consolidated score} = (\text{Technical score} \times 0,7) + (\text{Financial score} \times 0,3)$$

The contract will be awarded to the best ranked tender.

ANNEX I - TENDER SUBMISSION FORM

| 1. SUBMITTED by (i.e. the identity of the tenderer) | |
|---|--|
| Tenderer | |
| Legal Name <i>(if different from above)</i> | |
| Legal Address | |
| Postal Address for Tender <i>(if different from above)</i> | |
| Nationality <i>(country of registration)</i> | |
| VAT Registration Number | |

| 2. CONTACT PERSON for this Tender (to act as focal point for all communication which may take place between the S2R JU and the tenderer) | |
|---|--|
| Name | |
| Organisation | |
| Address | |
| Telephone | |
| E-mail | |

| 3. AUTHORISED SIGNATORY for this Tender (i.e. legally authorised representative of the tenderer) | |
|---|--|
| Name | |
| Position | |
| Address | |
| Documentary Evidence Attached | <input type="checkbox"/> Supporting documents providing evidence that above-mentioned signatory is legally empowered to represent / sign on behalf of the tenderer attached. |

4. INFORMATION ON JOINT TENDERS

Tender is submitted on behalf of a Consortium (*indicate as applicable*) YES / NO

| Role | Name(s) of legal entity or entities submitting this tender | Nationality |
|-------------------|--|-------------|
| Leader (as above) | | |
| Member 1 | | |
| Member 2 | | |

Add / delete additional lines for consortium members as appropriate. **Please note that a sub-contractor IS NOT considered to be a consortium member.**

5. INFORMATION ON SUB-CONTRACTING

Tenderer shall make use of sub-contractors (*indicate as applicable*) YES / NO

In line with section 1.6 we/I undertake to guarantee the eligibility of the sub-contractor(s) for the parts of the contract for which we have stated our intention to sub-contract in the technical offer.

| Name | Nationality | % Sub-contracted |
|------|-------------|------------------|
| | | |
| | | |
| | | |
| | | |

Add / delete additional lines for sub-contractors as appropriate.

6. SUBMISSION CHECKLIST (i.e. content of the offer) - Our tender is made up of the following documents, duly signed and dated:

ENVELOPE A – ADMINISTRATIVE DATA

| | Single Tenderer / Consortium Leader | Consortium Members | Sub-contractors |
|--|-------------------------------------|--------------------------|--------------------------|
| ✓ Tender Submission Form (front page of administrative documents) – using template in Annex I. | <input type="checkbox"/> | N/A | N/A |
| ✓ Declaration of Honour (section 3.1 Exclusion Criteria) – using template in Annex II. | <input type="checkbox"/> | <input type="checkbox"/> | N/A |
| ✓ <i>In case of sub-contracting (section 1.6):</i> Sub-contractors Declaration – Annex III. | N/A | N/A | <input type="checkbox"/> |
| ✓ Financial Identification Form – using the template downloadable from here: http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm | <input type="checkbox"/> | N/A | N/A |
| ✓ Legal Entity Form (section 3.2.1 Selection Criteria - Legal Capacity) – using template from link below and the supporting documents requested in section 3.2.1: http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm | <input type="checkbox"/> | <input type="checkbox"/> | N/A |
| ✓ Economic & Financial Capacity Documents (section 3.2.2 Selection Criteria – Economic & Financial Capacity) – using template in Annex IV.a accompanied by the documents requested therein. | <input type="checkbox"/> | <input type="checkbox"/> | N/A ⁶ |
| ✓ <i>In case of consortia (section 1.5):</i> Consortium agreement (if already available), or, powers of attorney issued by the consortium members empowering the representative of the consortium leader (tenderer) to submit a tender on their behalf. | <input type="checkbox"/> | <input type="checkbox"/> | N/A |

ENVELOPE B – TECHNICAL DOCUMENTS (one signed original & <number> copies)

| | |
|---|--------------------------|
| ✓ Technical & Professional Capacity Documents (section 3.2.3 – evidence required). | <input type="checkbox"/> |
| ✓ Technical Offer (section 4.1 of the specifications). | |

ENVELOPE C - FINANCIAL DOCUMENTS (one signed original & <number> copies)

| | |
|---|--------------------------|
| ✓ Financial Offer (section 4.2) - using the template in Annex V | <input type="checkbox"/> |
|---|--------------------------|

⁶ Unless the tenderer relies on the sub-contractor(s) to meet the minimum requirements set in section 3.2.2

7. DECLARATION

I, the undersigned, **being the authorised signatory** of the above tenderer (including all consortium members, in the case of a consortium), hereby declare that we have examined and accept without reserve or restriction the entire contents of the tender specifications for the tender procedure referred to above.

Furthermore we/I hereby solemnly declare that:

- In the case of consortium: We/I are fully aware that, in the case of a consortium, the composition of the consortium cannot be modified in the course of the tender procedure except with the prior written authorisation of the Shift2Rail Joint Undertaking. We are also aware that the consortium members would have joint and several liability towards the Shift2Rail Joint Undertaking concerning participation in both the above procedure and any contract awarded to us as a result of it.
- We/I accept the validity period stipulated in section **1.9** of the Tender Specifications.
- We declare and confirm our/my unconditional and irrevocable **acceptance of all the terms and conditions** set out in the tender documents (Part I - invitation to tender, Part II - tender specifications and Part III - draft contract) and, where appropriate, waiver of our/my own general or specific terms and conditions. *Please note that this acceptance shall be fully binding on the tenderer as of submission of the tender and, in case of successful contract award, for the entire duration of the contract.*
- We/I are aware that there is no possibility of negotiating the contract and, should the contract be awarded to us/me I hereby undertake to duly sign it with the same terms and conditions and substantially in the form enclosed in the tender documents.
- We/I are also aware and agree that non-acceptance of terms and/or conditions as cited above **may lead to the exclusion of our/my tender** for non-compliance with the tender conditions.

| | |
|-----------------------------|--|
| Name | |
| Date & Signature | |

ANNEX II - DECLARATION OF HONOUR (ON EXCLUSION CRITERIA & ABSENCE OF CONFLICT OF INTEREST)

(To be completed by tenderer and any consortium members)

| | |
|---|--|
| Name of the individual | |
| representing the following legal person: <i>(only if the economic operator is a legal person)</i> | |
| Name of Company / Organisation: | |
| Legal address: | |
| Registration number/ID Card No.: | |
| VAT number: | |

Declares on oath that the above-mentioned natural/legal person is not in one of the following situations:

(a) the economic operator is bankrupt, subject to insolvency or winding-up procedures, where its assets are being administered by a liquidator or by a court, where it is in an arrangement with creditors, where its business activities are suspended, or where it is in any analogous situation arising from a similar procedure provided for under national laws or regulations;

(b) it has been established by a final judgment or a final administrative decision that the economic operator 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;

(c) it has been established by a final judgment or a final administrative decision that the economic operator is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the economic operator 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;
- (ii) entering into agreement with other economic operators with the aim of distorting competition;
- (iii) violating intellectual property rights;
- (iv) attempting to influence the decision-making process of the contracting authority during the procurement procedure;
- (v) attempting to obtain confidential information that may confer upon it undue advantages in the procurement procedure;

(d) it has been established by a final judgment that the economic operator 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;

(ii) corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, 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 law of the country where the contracting authority is located, the country in which the economic operator is established or the country of the performance of the contract;

(iii) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA; (iv) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council;

(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;

(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;

(e) the economic operator has shown significant deficiencies in complying with main obligations in the performance of a contract financed by the 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; (f) it has been established by a final judgment or final administrative decision that the economic operator has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95.

- declares that the natural persons with power of representation, decision-making or control⁷ over the above-mentioned legal entity are not in the situations referred to in b) and e) above;
- declares that the above-mentioned legal/natural person:
 - a) has **no conflict of interest** in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinity, family, emotional life or any other shared interest;
 - b) will inform the Contracting Authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;
 - c) has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to award of the contract;
 - d) provided accurate, sincere and complete information to the Contracting Authority within the context of this procurement procedure;
- acknowledges that the above-mentioned legal/natural person may be subject to administrative penalties⁸ if any of the declarations or information provided prove to be false.

In the case of contract award we/I undertake to submit without delay and certainly by **no later than 15 days following notification of award and prior to the signature of the contract** all the documents requested by the S2R JU in accordance with the tender specifications, including in particular:

⁷ This covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares.

⁸ As provided for in Article 109 of the Financial Regulation (EU, Euratom) 966/2012 and Article 145 of the Rules of Application of the Financial Regulation.

- consortium agreement (in case of a consortium); and
- the following **documentary proofs** expected from the successful tenderer (and in case of a consortium **from each of the partners to the consortium**) to confirm the declaration on exclusion criteria:
 - for points a), b) and e) from the list of exclusion criteria in section 3.1 of the tender specifications a **recent extract from** the judicial record or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of origin or provenance showing that the requirements are satisfied; and
 - for point d) from the list of exclusion criteria in section 3.1 of the tender specifications a **recent certificate issued by** the competent authority of the State concerned; on the understanding that **where** the extract/document or certificate referred to above is not 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.

| | |
|-----------------------------|--|
| Name | |
| Date & Signature | |

ANNEX III – SUB-CONTRACTORS DECLARATION

(To be completed by each sub-contractor including freelance consultants)

<Letterhead of the sub-contractor or other entity on whose resources to rely>

| | |
|---|--|
| Name of Tenderer: | |
| Name of the individual <i>(authorised signatory)</i> | |
| representing the following legal person: <i>(only if the economic operator is a legal person)</i> | |
| Name of Company / Organisation: | |
| Legal address: | |
| Registration number/ID Card No.: | |
| VAT number: | |

| |
|---|
| DECLARATION OF INTENT |
| I, the undersigned, being the authorised signatory of the above company hereby solemnly declare and confirm our irrevocable undertaking to collaborate with the above named tenderer should they win the contract and that all appropriate and necessary resources from our part shall be put at the tenderer’s disposal for the performance of the contract. |
| DECLARATION OF HONOUR (ON EXCLUSION CRITERIA & ABSENCE OF CONFLICT OF INTEREST) |
| Furthermore, declares on oath that the above-mentioned natural/legal person is not in one of the following situations: |
| <ul style="list-style-type: none"> a) is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations; b) has been convicted of an offence concerning their professional conduct by a judgement of a competent authority of a Member State which has the force of res judicata; c) has been guilty of grave professional misconduct proven by any means which the Shift2Rail Joint Undertaking can justify including by decisions of the European Investment Bank and international organisations; d) is not in compliance with all its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they is established or with those of the country of the Contracting Authority or those of the country where the contract is to be performed; e) has been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity detrimental to the European Union’s |

financial interests;

- f) is a subject of an administrative penalty for being guilty of misrepresentation in supplying the information required by the Contracting Authority as a condition of participation in a procurement procedure or failing to supply this information, or having been declared to be in serious breach of its obligations under contracts covered by the European Union's budget.
 - declares that the natural persons with power of representation, decision-making or control⁹ over the above-mentioned legal entity are not in the situations referred to in b) and e) above;
 - declares that the above-mentioned legal/natural person:
- g) has **no conflict of interest** in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinity, family, emotional life or any other shared interest;
- h) will inform the Contracting Authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;
- i) has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to award of the contract;
- j) provided accurate, sincere and complete information to the Contracting Authority within the context of this procurement procedure;

acknowledges that the above-mentioned legal/natural person may be subject to administrative and financial penalties¹⁰ if any of the declarations or information provided proves to be false.

| | |
|-----------------------------|--|
| Name | |
| Date & Signature | |

⁹ This covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares.

¹⁰ As provided for in Article 109 of the Financial Regulation (EU, Euratom) 966/2012 and Article 145 of the Rules of Application of the Financial Regulation

ANNEX IV.a – SELECTION CRITERIA – 3.2.2 ECONOMIC & FINANCIAL CAPACITY

| | |
|--|--|
| Name of Tenderer: | |
| <i>(In case of consortia: Name of Consortium Member:)</i> | |

In line with section 3.2.2 – Economic & Financial Capacity (Selection Criteria) please complete the table below with the information and supporting documents requested.

| Statement of Annual Turnover [concerning the services/supplies covered by the contract] | | |
|--|--|--|
| Year | Annual Turnover [concerning the services/supplies covered by the contract] <i>(indicating currency)</i> | Balance Sheets or Extracts from Balance Sheets Provided / Attached to Offer |
| 20XX Yr N-1 | < complete > | <input type="checkbox"/> |
| 20XX Yr N-2 | < complete > | <input type="checkbox"/> |
| 20XX Yr N-3 | < complete > | N/A |

| | |
|-----------------------------|--|
| Name | |
| Date & Signature | |



ANNEX IV.b – SELECTION CRITERIA – 3.2.3 TECHNICAL & PROFESSIONAL CAPACITY – EXPERIENCE OF THE TENDERER

| | |
|--------------------------|--|
| Name of Tenderer: | |
|--------------------------|--|

In line with section 3.2.3 – Technical & Professional Capacity (Selection Criteria) please complete the table below with the information and supporting documents requested.

| | Client /Company Name** | Project / Contract Start – End Date | Description of Services | Financial Volume of Services (EUR)*** | Reference Included in Tender (minimum <X>) |
|----|------------------------|-------------------------------------|-------------------------|---------------------------------------|--|
| 1. | | | | | <input type="checkbox"/> |
| 2. | | | | | <input type="checkbox"/> |
| 3. | * | | | | <input type="checkbox"/> |

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

** Where this cannot be disclosed, please indicate company type or equivalent

*** Where this cannot be disclosed other means to verify the scope/volume shall be presented i.e. range

| | |
|-----------------------------|--|
| Name | |
| Date & Signature | |

**ANNEX IV.c – TECHNICAL & PROFESSIONAL CAPACITY
- OVERVIEW OF PROJECT TEAM**

| | |
|--------------------------|--|
| Name of Tenderer: | |
|--------------------------|--|

In line with section 3.2.3 – Technical & Professional Capacity (Selection Criteria) please complete the table below with the information and supporting documents requested.

| | Name | Role / Main Responsibilities in [Project Team/Contract Implementation] | Employment Status (i.e. employed, sub-contracted, staff member of consortium partner etc.) | CV included in offer |
|----|-------------|---|---|-----------------------------|
| 1. | | | | <input type="checkbox"/> |
| 2. | | | | <input type="checkbox"/> |
| 3. | | | | <input type="checkbox"/> |
| 4. | | | | <input type="checkbox"/> |
| 5. | | | | <input type="checkbox"/> |

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

| | |
|-----------------------------|--|
| Name | |
| Date & Signature | |

ANNEX V - MODEL FINANCIAL OFFER

| | |
|--------------------------|--|
| Name of Tenderer: | |
|--------------------------|--|

BREAKDOWN OF SERVICES

| Item | Description | Price in EURO | |
|---|---|------------------|------------|
| Deployment of Shift2Rail Multi -Project Cooperation Tool | The tool in question is the one described in Section 2, expected to be deployed in December 2016. | A | € |
| Annual Fee | The annual fee in question is the one designed to cover all services associated with the cooperation tool (such as technical maintenance, training, user support), as specified in Section 2. | B | € per year |
| | | $C = B \times 8$ | € |
| GRAND TOTAL | | A + C | € |

Note:

- The above amount must not be broken down further.
- Prices must be quoted in EURO and include all expenses necessary to perform the contract. **No further reimbursements shall be made whatsoever.**
- The price quoted is fixed and shall be subject to NO revision.

| | |
|-----------------------------|--|
| Name | |
| Date & Signature | |