



Invitation to Tender

Subject: Call for tenders “Study on use of fuel cell hydrogen in railway environment”

Ref: Open Procedure - S2R.18.OP.01

Dear Sir/Madam,

1. The Shift2Rail Joint Undertaking (hereafter referred to as the “S2R JU”) and the Fuel Cells and Hydrogen 2 Joint Undertaking (hereafter referred to as the “FCH 2 JU”) or the “contracting authorities” are planning to award the contract referred to above. The procurement documents consist of the contract notice, this invitation letter, the tender specification with its annexes and the draft contract.
2. If you are interested in this contract, you should submit a tender in one of the official languages of the European Union, preferably in English.
3. Tenders must be submitted on paper and respect the instructions provided in the Tender specifications (Section 7 – Content and presentation of tenders). An electronic copy contained in a USB key must also be provided.
4. The time limit for receipt of the tender is **12 April 2018**. You must use one of the means of submission listed below. Receipt is understood as the time at which the tenderer hands over the tender to the post office or courier service or central mail department.

Means of submission	Time limit	Evidence	Address for delivery
Post	24:00 CET	Postmark	Procurement Shift2Rail Joint Undertaking TO56 2 nd Floor B-1049 Brussels, Belgium
Courier	24:00 CET	Deposit slip of courier service	Procurement Shift2Rail Joint Undertaking Avenue de la Toison d’Or 56, 2 nd Floor B-1060 Brussels, Belgium
In person (hand delivery)	17:00 CET	Proof of receipt, signed and dated (including the time of submission) by the person who took delivery at the S2R JU’s offices. Please note that the S2R JU’s Reception desk is open Monday to Friday, 08.00 – 17:00 (Brussels time) except during S2R JU official holidays.	

**Important Note: Please inform the S2R JU whether you intend to submit a tender, by sending an e-mail to the following e-mail address: procurement@s2r.europa.eu*

5. Tenderers must ensure that their tenders :
- are signed by an authorised representative;
 - perfectly legible so that there can be no doubt as to words and figures;
 - drawn up using the model reply forms in the tender specification.
6. The period of validity of the tender, during which tenderers may not modify the terms of their tenders in any respect, is indicated in Heading IV.2.6 of the contract notice.
7. Submission of a tender implies acceptance of all the terms and conditions set out in this invitation to tender, in the tender specifications and in the draft contract and, where appropriate, waiver of the tenderer's own general or specific terms and conditions. It shall be binding on the tenderer to whom the contract is awarded for the duration of the contract.
8. All costs incurred in preparing and submitting tenders shall be borne by the tenderers and will not be reimbursed.
9. A maximum of one representative per tender can attend the opening of tenders as provided in Heading IV.2.7 of the contract notice. For organisational and security reasons, the tenderer must provide the first name(s), surname(s), date of birth and ID or passport number of the representative at least five working days in advance to: procurement@s2.europa.eu. Failing that, the S2R JU reserves the right to refuse access to its premises.
10. Contacts between the S2R JU and tenderers are prohibited throughout the procedure save in exceptional circumstances under the following conditions only:

Before the date of receipt indicated in point 4:

Upon request, the S2R JU may provide additional information solely for the purpose of clarifying the procurement documents.

Any request for additional information must be made in writing only to the functional mailbox: procurement@s2r.europa.eu

The S2R JU is not bound to reply to requests for additional information received less than six working days before the final date for submission of tenders indicated in point 4.

The S2R JU may, on its own initiative, inform interested parties of any error, inaccuracy, omission or any other type of clerical error in the text of the procurement documents.

Any additional information including that referred to above will be posted on the S2R JU website at: <https://shift2rail.org/participate/procurement/ongoing-calls-for-tender/>

The website will be updated regularly and it is your responsibility to check for updates and modifications during the period for submission of tenders.

After the opening of tenders:

If obvious clerical errors in the tender need to be corrected or confirmation of a specific or technical element is necessary, the contracting authority will contact the tenderer provided this does not lead to substantial changes to the terms of the submitted tender.

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11. This invitation to tender is in no way binding on the S2R JU. The contracting authority's contractual relationship commences only upon signature of the contract with the successful tenderer.
12. Up to the point of signature, the S2R JU may cancel the procurement procedure, without the tenderers being entitled to claim any compensation. This decision must be substantiated and the candidates or tenderers notified.
13. Once the S2R JU has opened the tender, the documents becomes its property and will be treated confidentially.
14. All tenderers will be informed of the outcome of this procurement procedure (award decision) by e-mail only. It is your responsibility to provide a valid e-mail address together with your contact details in your tender and to check this e-mail regularly.
15. If processing your reply to this invitation to tender involves the recording and processing of personal data (such as your name, address and CV), such data will be processed pursuant to 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. 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 S2R JU. Details concerning the processing of your personal data are available on the S2R Legal notice at: <https://shift2rail.org/terms-of-use/>
16. Your personal data may be registered in the Early Detection and Exclusion System (EDES) if you are in one of the situations mentioned in Article 106 of the Financial Regulation¹. For more information, see the Privacy Statement on:
http://ec.europa.eu/budget/explained/management/protecting/protect_en.cfm
17. You may submit any observations concerning the procurement procedure to the S2R JU by the means of contact indicated under point 10. If you believe that there was maladministration, you may lodge a complaint to the European Ombudsman within two years of the date when you became aware of the facts on which the complaint is based (see <http://www.ombudsman.europa.eu>).
18. Within two months of notice of the award decision, you may bring an action for annulment of the award decision. Any request you may make and any reply from us, or any complaint for maladministration, will have neither the purpose nor the effect of suspending the time-limit for bringing an action for annulment or of opening a new period for bringing an action for annulment. The body responsible for hearing annulment procedures is indicated in Heading VI.4.1 of the contract notice.

Carlo M Borghini

S2R JU Executive Director

Date and e- signature

09/03/2018

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 of 26.10.2012, p. 1) as amended.