

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](#).

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	9 August 2016	
Deadline for addressing requests for clarification to the S2R JU	3 October 2016 at 12:00 noon.	
Last date on which clarifications are issued by the S2R JU	7 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	12 October 2016	Tenders delivered by hand shall be submitted not later than 17:00h*
Opening Session	19 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	24 October 2016	Estimated
Signature of Contracts	7 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.

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.

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.01**
- ✓ the project title: **CCA - Long-term needs and socio-economic research**
- ✓ 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:

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".*

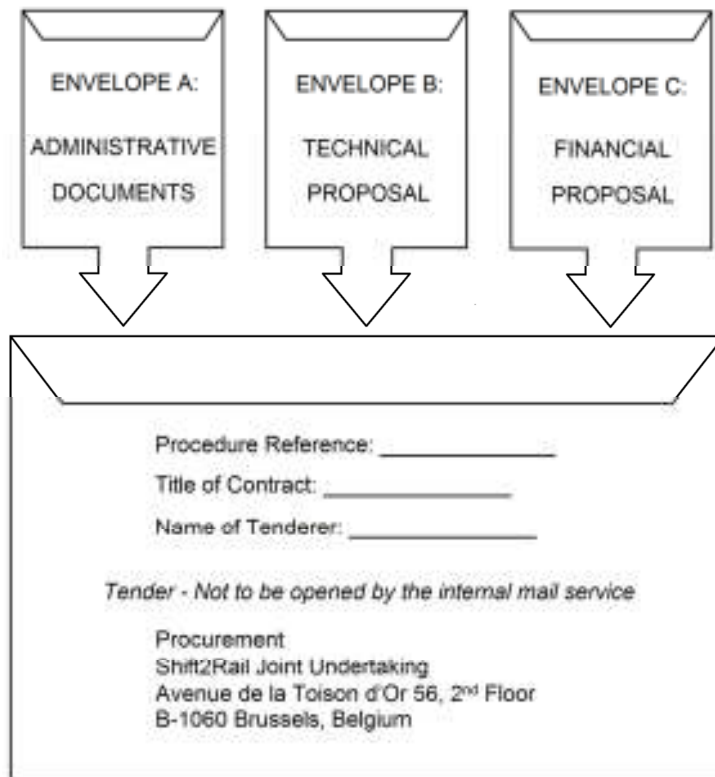
1.7.2 Language of the Tender

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 (TS) will become an integral part of the contract that may be awarded as a result of the tender.

2.1 Introduction: Background to the Invitation to Tender

This document provides the terms of reference for consulting services to provide the Shift2Rail Joint Undertaking (S2R JU) with expertise in the area of socio-economic research and in particular focusing on Key Performance Indicators (KPIs) applicable to the European railway system.

The purpose of this call for tenders is to provide a framework of realistic and detailed metrics to monitor the progress of the S2R JU towards its objectives, along with a methodology to assess the impact of its activities and a workable tool fit for this purpose.

The present Terms of Reference (ToR) describe the aim and scope of the project and give instructions and guidance to the companies willing to submit offers. The ToR will also serve as the Contactor's mandate during the implementation of the project, after selection of the successful tenderer. This ToR will become part of the contract that will be concluded by the S2R JU with the successful contractor, following the award decision.

2.2 Description of the Subject and Scope of the Contract

The 2011 Transport White Paper ("Roadmap to a Single European Transport Area – Towards a competitive and resource efficient transport system") sets out a number of key goals to strengthen the role of rail in the transport system, given rail's inherent advantages in terms of environmental performance, land use, energy consumption and safety.

Among these goals, the creation of a Single European Railway Area (SERA) will be crucial to achieving a modal shift, of both passengers and freight, from road towards more sustainable modes of transport such as rail.

The development of new technologies would play an instrumental role in achieving these goals. This is why the EU's current programme for research and innovation (R&I), Horizon 2020 (H2020) has earmarked EUR 450 million for rail research and innovation activities over the period 2014-2020, thereby tripling the financial envelope dedicated to rail research in comparison to the previous Framework Programme, FP7. In order to ensure that this financial investment will yield the expected results, a multiplier effect was sought by ensuring the industry participation in the work throughout the whole duration of H2020, more than doubling the EU contribution with own in-kind contribution, within a public-private partnership.

The Shift2Rail Joint Undertaking (S2R JU) was created as a public-private partnership in the rail sector established under Article 187 of the Treaty on the Functioning of the European Union, providing a platform for the rail sector as a whole to work together with a view to driving innovation in the years to come. The S2R JU was officially established on 7 July 2014, following the adoption of Council Regulation (EU) No 642/2014 of 16 June 2014 (the 'S2R Regulation³.') until 31 December 2024. The rules for the organisation and operation of the S2R JU are laid down in the S2R JU Statutes contained in Annex I to the S2R Regulation.

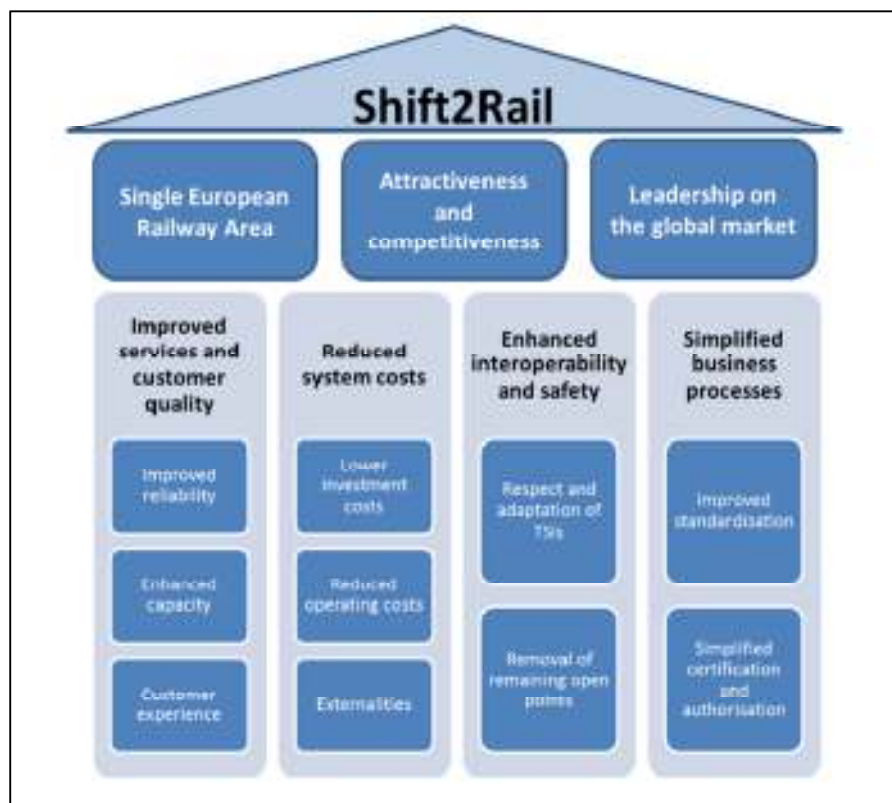
³ <http://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32014R0642&from=EN>

The objective of the S2R JU is to implement an ambitious programme of research and innovation activities in the railway sector in Europe. Those activities should be carried out through collaboration between stakeholders in the entire railway value chain, also outside the traditional rail sector, including SMEs, research and technology centers and universities, and by combining public and private sector funding.

Rail research conducted within Shift2Rail must contribute to the objectives defined in the White Paper and in the Fourth Railway Package and to addressing the challenges faced by the rail sector, through a comprehensive and coordinated approach to research and innovation focusing on the needs of the rail system and of its users.

The S2R JU has developed a strategic Master Plan⁴, which identifies the major objectives of Shift2Rail as follows:

- Achieve the aforementioned Single European Railway Area through the removal of remaining technical obstacles holding back the rail sector in terms of interoperability and through the transition to a more integrated, efficient and safe EU railway market, guaranteeing the proper interconnection of technical solutions.
- Radically enhance the attractiveness and competitiveness of the European railway system to ensure a modal shift towards rail through a faster and less costly transition to a more attractive, user-friendly (including for persons with reduced mobility), efficient, reliable, and sustainable European rail system.
- Help the European rail industry to retain and consolidate its leadership on the global market for rail products and services by ensuring that Research & Innovation activities and results can provide a competitive advantage to EU industries and by stimulating and accelerating the market uptake of innovative technologies.



⁴ The S2R Master Plan is available at http://ec.europa.eu/transport/modes/rail/shift2rail_en.htm

Figure 1: Intervention logic of Shift2Rail (source S2R Master Plan)

Based on these objectives, the Master Plan identifies the main innovations areas that will be required to achieve the overall objectives of the JU. These are structured around five asset-specific Innovation Programmes (IPs) and five cross-cutting themes and activities (CCA), which are further elaborated in the S2R Multi-Annual Action Plan (MAAP)⁵:

1. Innovation Programme 1 (IP1): Cost-efficient and reliable trains
2. Innovation Programme 2 (IP2): Advanced traffic management and control systems
3. Innovation Programme 3 (IP3): Cost Efficient and Reliable High Capacity Infrastructure
4. Innovation Programme 4 (IP4): IT Solutions for attractive railway services
5. Innovation Programme 5 (IP5): Technologies for sustainable and attractive European rail freight
6. Cross-cutting themes and activities (CCA)

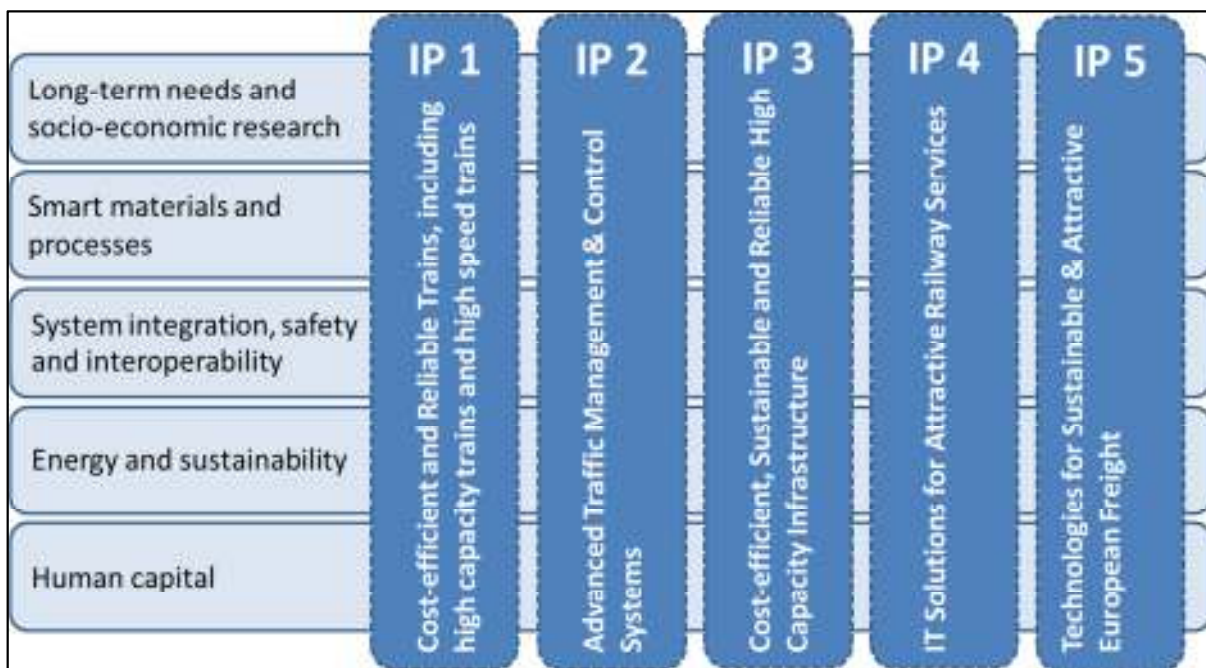


Figure 2: Shift2Rail systems approach and cross-cutting themes (source S2R Master Plan)

The S2R MAAP identifies a number of Innovation Programmes (IPs), incl. Technology Demonstrators (TDs) and Cross-Cutting Areas (CCA), incl. Working Areas (WAs), in which planned R&D activities are described.

The activities conducted in the different TDs and WAs within the same IP/CCA or potentially from different IPs/CCA are not independent of one another. On the contrary, they form a comprehensive selection of R&D activities within the technical and functional sub-systems. S2R needs to ensure a careful management of interfaces and interactions, minimizing any negative cross-system impacts and maximizing synergies in technical activities. For this reason, projects funded by the S2R JU can cover activities stemming from different IPs/CCA.

Once the specific technologies developed within the TDs achieve a sufficient level of maturity, the work of the S2R JU will evolve towards the integrated testing of technical sub-systems and/or systems, creating the integrated Technology Demonstrators (iTDS), for specific rail market segments: urban and sub-urban, regional, high speed/mainline and freight.

This in turn will contribute to the evaluation of the overall impact of the results of technologies at the system level, within System Platform Demonstrators (SPDs). Specific scenarios at system level will be created based on a market segment approach, to simulate the result of a higher integration.

⁵ http://ec.europa.eu/research/participants/data/ref/h2020/other/wp/jtis/h2020-maap-shift2rail_en.pdf

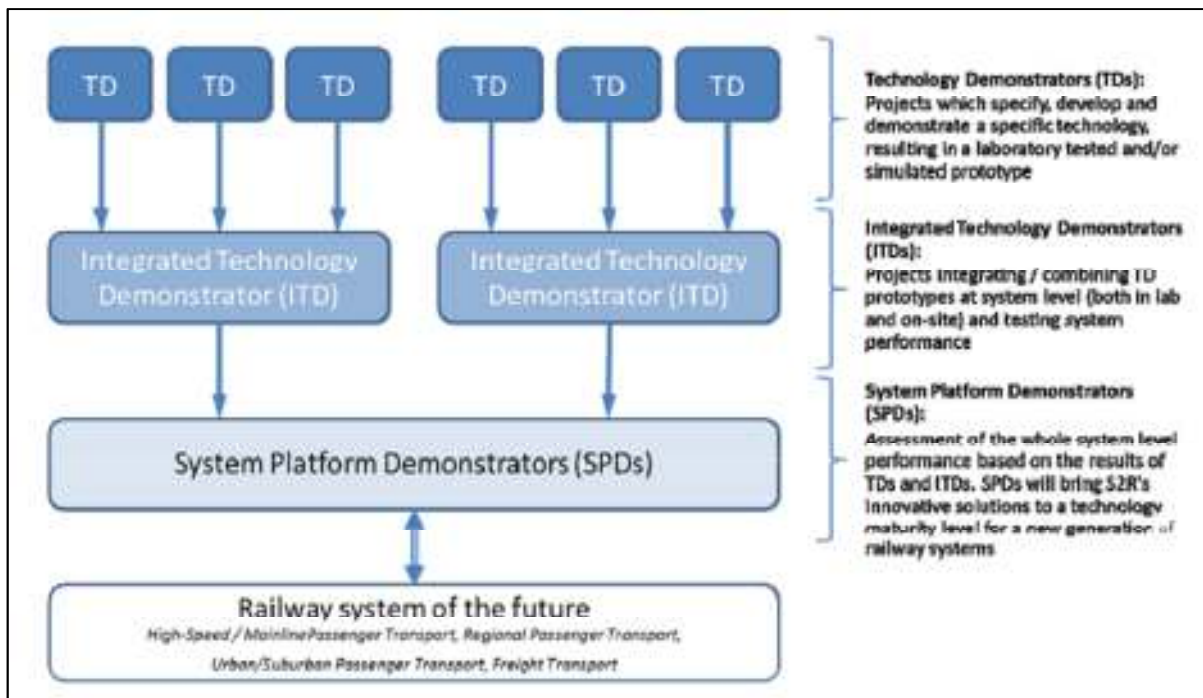


Figure 3: Interactions between the different types of demonstration projects under S2R (source S2R Master Plan)

The S2R Regulation states that the progress of the S2R JU towards meeting its objectives should be measured against key performance indicators (recital 7).

More specifically, Article 2.2 of the S2R Regulation states that the S2R JU shall seek to develop, integrate, demonstrate, and validate innovative technologies and solutions that uphold the strictest safety standards and the value of which can be measured against, inter alia, the following key performance indicators:

- a 50 % reduction of the life-cycle cost of the railway transport system through a reduction of the costs of developing, maintaining, operating and renewing infrastructure and rolling stock, as well as through increased energy efficiency;
- a 100 % increase in the capacity of the railway transport system, to meet increased demand for passenger and freight railway services;
- 50 % increase in the reliability and punctuality of rail services (measured as a 50 % decrease in unreliability and late arrivals);
- the removal of remaining technical obstacles holding back the rail sector in terms of interoperability and efficiency, in particular by endeavouring to close points which remain open in Technical Specifications for Interoperability (TSIs) due to lack of technological solutions and by ensuring that all relevant systems and solutions developed by the S2R Joint Undertaking are fully interoperable;
- the reduction of negative externalities linked to railway transport, in particular noise, vibrations, emissions and other environmental impacts.

The assessment of research activities against key performance indicators is therefore a critical task of the S2R JU and must be considered at all stages of research and innovation activities: starting from establishing a clear baseline, analyzing the progress of the achievement of different objectives during the project run time, and evaluating the projects' results after the completion of the TDs', WAs' and ITDs' work through S2R funded projects.

The contractor's work will include a further operationalization of high-level objectives stemming from S2R founding Regulation and S2R Master Plan, as described above. It will notably comprise a thorough analysis of

different rail market segments, and their baselines, and capacities of contributing to achieve the overall objectives separately and in conjunction of efforts.

Part of the work on developing a suitable KPI model is expected to be done by the S2R JU members within one of the working areas of the CCA, “Integrated Assessment”. The S2R JU members are notably expected to work on developing a KPI model to analyze whether the results of the Shift2Rail research and innovation activities are fulfilling the expected key targets and allow reaching the expected benefits. They will do so within their project resulting from the topic S2R-CFM-CCA-01-2015 “Start-up activities for System Platform Demonstrator Integrated Assessment and socio-economic effects” that should start in autumn 2016.

The work of the contractor in this project should complement the work of the S2R JU members and serve two important purposes. On the one hand, it should provide the S2R JU with an independent (from JU members’ work) input regarding a full range of KPIs for S2R, and their underlying elements, and methodology for their creation, and monitoring. On the other hand, the work should lead to the development of a tool for KPIs to allow for the assessment of the results of the R&I activities.

For the aforementioned reasons, the goals of the project will be to:

- Deepen the definition and scope of relevant Key Performance Indicators (KPIs), to ensure the usage of a common baseline, and KPIs common understanding, and maximize their relevance and contribution to the achievement of S2R JU objectives;
- Propose a methodology to measure the KPIs (adapted to the nature of different KPIs, and analyzing the required data for this purpose and its availability), as to ensure a proper evaluation of the economic, safety and environmental impacts, costs and benefits of the different R&I actions and their contribution to the S2R objectives in different market segments;
- Identify the framework for conducting monitoring of the evolution of the KPIs, including their underlying elements, frequency of monitoring and involved actors;
- Develop and maintain implementable tool(s) for KPIs to support the assessment of the TDs’, WAs’, ITDs’ inputs from S2R funded projects into achieving the top level Shift2Rail goals (in close cooperation with JU members who will also be working on the overall KPI model), modeling it inside the System Platform Demonstrators base scenarios that will be used throughout the duration of the programme (until 2024);
- Support the market uptake of past research and of S2R research activities building on the usage of a common baseline, and ensuring the integration of state of the art performances into the KPI tool, and analysis of current implementation of technologies in the rail sector, together with determining obstacles (legal, technical, financial, etc.) preventing full deployment, and proposing measures to address such barriers. This will imply notably liaison with relevant stakeholders’ platforms, such as ERRAC.

2.3 Description of tasks

The project will establish a sound baseline for the assessment of technological developments, based on an assessment of the state of the art, including an overview and typology of existing KPIs for the railway system of different nature: deployment, research, business, social, performance related, etc.

The project will also constitute an opportunity for a broader consultation of different stakeholders, notably via a dedicated workshop.

This full overview will allow the development of a recommended set of KPIs applicable to S2R R&I activities. For this reason, the project shall include a substantiated assessment of the existing KPIs in use in the field of rail and R&D activities, and also build on the experience and expertise from other sectors. The project will also address the question of deployment of new technologies (notably those coming from S2R), and obstacles that impede it, and the impact it could have on achieving high-level objectives of S2R. The contractor will also be expected to formulate recommendations regarding how best to address any such potential obstacles.

The work will also include establishing a methodology for the development and monitoring of the use of the specific KPIs. With this respect, the analysis will have to focus on the data needed for development and monitoring of specific KPIs, and look into such data availability and access to it. The S2R JU will enable the contractor to contact the JU members to discuss questions related to data availability and access, and potentially find legally sound solutions for their cooperation. However, the contractor must prove in the tender documents that he has enough expertise, knowledge and capacity to be able to lead the work on its own.

With regards to KPI processing tools, existing ones – also already used by the S2R JU Members - have to be identified and examined in terms of their suitability and validity, and if needed further adjusted/integrated and a proper tool will be developed to answer S2R needs. The tool will be used by the S2R JU Programme Office and JU members to assess the technological developments resulting from the R&I programme.

2.3.1 State of the art analysis

The Contractor shall identify and analyze the main KPIs (including their underlying indicators when relevant) currently in use in the railway sector, differentiating between different rail segments (urban, regional, high speed/mainline, freight) and European regions, if pertinent. This task would start from the baseline, and KPIs focusing on currently deployed technologies and the state of infrastructure and rolling stock, in order to establish a proper link to KPIs relevant to assess the progress of S2R technological development, and its contribution to the achievement of high-level policy objectives described before.

The analysis will lay the ground for the development of a framework of realistic and sufficiently detailed and pragmatic metrics to monitor the progress of the S2R JU towards reaching its objectives. It will also provide a methodology to assess the impact of the S2R JU's activities throughout H2020. It will build on the preliminary list of S2R JU related KPI's as listed in S2R Annual Work Plan, e.g. Annex III, Table III of the 2016 Annual Work Plan.

This analysis shall cover at the minimum the following aspects:

- the terminologies or concepts associated with each KPI (including their underlying indicators when relevant);
- the methods of calculation / assessment of each KPI (i.e. potentially as a combination of various indicators / data of different formats). When it comes to methods of calculation, quantitative approaches are to be preferred. In case of impossibility of proposing solid quantitative solutions, qualitative methods can be used, but duly justified, and explained;
- the practicality of implementation, measurement, monitoring associated with each KPI (including their underlying indicators when relevant);
- the different rail segment associated with each KPI; taking into account similarities and differences for KPIs linked to different TDs, and IPs, and cascading towards iTDs and SPDs.
- the data needed to develop each KPI (including questions of data availability, data collection / provisioning, data ownership, data quality, data privacy);
- the comparability (i.e. across countries and between stakeholders), simplicity (i.e. easy to calculate and understand), and representativeness of each KPI per market segment/region;
- the interactions between the different KPIs and positive or negative cross-system impacts they may have on other KPIs;
- the cost, including administrative burden, associated to each KPI assessment work, including its calculation and monitoring;
- The deployment of novel technologies in the railway sector, and the obstacles to such deployment (legal, technical, financial, etc.), that could impede the achievement of high-level S2R goals, attempting to isolate the S2R impacts from other exogenous deployments.

These elements shall be placed within the wider context of possible future trends and technological developments.

When conducting the state of the art analysis, a representative balance between different Member States shall be sought (i.e. small and large, East / West / North / South), taking into account possible national particularities.

Problems or difficulties associated with the KPIs (e.g. data sourcing, calculation, gaps in coverage and time series) shall be presented as well as possible mitigation measures to overcome such difficulties, enabling their long-term usage and monitoring.

The assessment and the presentation of results shall be done by applying appropriate methods and be presented in an analytical and synthetic format. The proposal will include a section dedicated to the methodology that is proposed to be followed in the analysis.

With respect to the KPI tool, the existing tools and models, including those stemming from EU funded projects (e.g. from Roll2Rail, IN2Rail) or already used by S2R JU Members, have to be identified and examined in terms of their suitability and validity for purpose for S2R JU. Presumably, not all current S2R requirements can be covered by existing tools, so, where necessary, complementary functionalities, interfaces or tools should be identified and developed to fill critical gaps. The result of the state of the art analysis should include a more or less comprehensive identification and analysis of existing tools, pointing to the necessary further developments that will be made subsequently.

It is expected that the draft state of the art analysis will be concluded by month 4 of the contract duration.

2.3.2 Stakeholders consultation

The initial desk research shall be complemented as widely as possible by a consultation of different types of stakeholders, including the JU members, and other actors of the rail sector or different expert groups. The contractor should prepare a wide list of relevant stakeholders to be consulted, and before proceeding to gathering their input, validate it with the S2R JU. The consultation can take the form of bilateral interviews, focus group discussions, a written questionnaire or public conferences.

In particular, collaboration with the project IMPACT-1 should be foreseen. For this purpose, a shared action plan should be put into place in month 1.

It is also expected that a broader consultation of stakeholders in form of a public workshop should be organized by the Contractor. The workshop should involve up to 50 selected participants from relevant stakeholder groups, in agreement with the JU Programme Office. The Contractor shall be responsible for the invitation to the workshop (including confirmation of registration and final list of participants), its preparation (including briefing paper for participants, PowerPoint presentations, panels set up and management as needed, participation and briefing of speakers if relevant), facilitation of discussions, and follow up reporting. The meeting facilities will be provided by S2R JU.

The workshop aims at achieving 4 interlinked objectives:

- presenting and discussing in a participative manner the results of the state-of-the-art analysis;
- collecting missing information / evidences if needed to advance on KPI development, incl. their methodology and the tools for KPI assessment;
- discuss preliminary list of KPIs adapted for S2R R&I activities;
- discuss and collect inputs from different stakeholders substantiating the reflection on deployment of new technologies in the railway sector, and potential obstacles linked to such deployment that could affect the achievement of KPIs.

It is expected that the workshop will be organized in month 6 of the project. The result of stakeholder consultation should be presented to the S2R JU in a synthetic manner.

The state of the art analysis together with the results of the stakeholder consultation will enable the contractor to present to S2R JU the Interim report in month 8.

2.3.3 Recommendations

Building on the state of the art analysis and the additional information gathered within the stakeholder consultation and workshop presented within the Interim report, within the Final report the project should deliver:

- The **analysis of the baseline** against which the progress reached within S2R will be evaluated;
- The **analysis of potential obstacles to the deployment of new technologies** and mitigating measures, enabling reaching the policy goals;
- The **full catalogue of KPIs** used in the railway sector, discussing them by type, and by market segment;
- **Recommend a set of KPIs that would allow to monitor the progress of the R&I activities** against the goals stemming from policy documents.

It is expected that the final recommendations, including the list of KPIs, their underlying methodology will be finalized by month 10 of the project.

2.3.4 KPI tool

The KPI tool accruing from the existing tools and incorporating further additions to respond to the S2R JU's needs should also be developed. The KPI tool will be used by the contractor to demonstrate the utility of KPIs as defined within the study, and this tool will also be used by the S2R JU members in order to use and validate the model of KPIs that the JU members are developing within their work, in order to allow for a comparative perspective.

The KPI model thus developed should be capable of assessing the optimal combination of technology developments to achieve the intermediate and top-level objectives of the S2R JU, bearing in mind the relations between the KPIs and that advances in one area could impact negatively on other indicators. The progress and impact of all S2R activities should be assessed first on the level of Technology Demonstrators and of Integrated Technology Demonstrators (ITDs), and then at system level for each of the 4 market segments: high-speed/mainline passenger transport, regional passenger transport, urban/suburban passenger transport, freight transport.

The S2R JU and its Members should be able, using a proper user interface of the tool provided by the contractor, to identify the impacts of the R&I programme on KPIs in the diverse scenarios foreseen and monitor the gaps over time.

The contractor will define together with the JU some major parameters of the KPIs model, like the probability of scenarios, relative value of market segments, elasticity and cross-elasticity per TD and factors/subsystems over KPIs; the most relevant parameters and/or tables will be shared with the JU in an agreed format and will be accessible and modifiable through the user interface.

The KPI tool is expected to be used throughout the S2R run-time for the purpose of monitoring the progress of technology development. Figures collected from different TDs will be filled in the tool progressively as they are collected from different projects, allowing for assessing the R&I activities' impact on the achievement of intermediate and top level S2R objectives.

The KPI tool is expected to include the following elements and characteristics:

- a) IT Specifications
 - Regarding version management, it is expected that min. 10 versions incl. date and modification will be stored;
 - Multi user: at least three different types of access rights need to be ensured: read-only, read-write, read-write-structure;

- Multiple users from multiple sites should be able to work on the model in parallel, through a web-based service, hence a multi-server or cloud concept should be considered;
 - The tool is expected to be independent from one specific operation system (e.g. as web interfaces).
- b) Compatibility between the KPI tool and the KPI model developed by JU members
- the tool is expected to handle one generic model and at least four (inherited) models linked to the four SPDs (however, this number should not be limited only to four);
 - the inherited models shall be generated by using the generic model and configuring data;
 - for each of the SPD models at least three baselines will need to be handled: today, migration, end-status (however, this number should not be limited only to three, because there could be many intermediate migration steps);
 - a comparison menu, for comparing two models and time periods/scenarios should be considered.
- c) Data input
- the tool is expected to handle XML inputs;
 - the tool is expected to include an Input / Import routine for Sub-Level KPI coming from different TDs.
- d) Expected output format
- the tool is expected to export XML outputs;
 - the export function is expected to have different files for the configuration, for the generic and SPD models and for the sub-models of the generic model;
 - the results of comparison and simulations or results and aggregations matching sub-level KPIs to Master Plan targets should be exportable as well;
 - The tool should include, as much as possible, a complete back-up mechanism.
- e) Tool ownership and maintenance
- The feasibility of using open source licensing should be assessed;
 - The tool is expected to include a plan for the bug fixing and maintenance;
 - The periodic maintenance of the tool should be taken into account as described in Section 2.3.5.

In terms of the development of KPI tool, it is expected that the first iteration of the tool is proposed in month 12 of the project. It will be based on the KPIs developed within the study, and also on the KPI model developed by S2R JU members in their project. This testing will lead to a first analysis of preliminary outputs. It is expected that this testing will enable to complete the second iteration of the tool to be completed by month 18 of the project.

2.3.5 Long-term perspective

In terms of a long-term perspective and monitoring of technological development, the project will also propose a methodology for the development, and monitoring of the recommended KPIs, including a possible timeline/frequency for the assessment.

This task will imply the preparation of a specific framework for conducting monitoring of the evolution of the KPIs, including their underlying elements; establish a planning for frequency of monitoring, data collection and involved actors. It is expected that such framework will be proposed by month 12 of the project.

The contractor is expected to perform the maintenance and update of the tool, at regular intervals of time, allowing for monitoring the progress of R&I developments within S2R until 2020. The fee covering these maintenance services, which will run from month 19 to month 48 of contract implementation, should be indicated in the financial offer (Annex V).

A 2nd release of the KPI tool (date to be confirmed during the course of the project) is to be foreseen to take into account the results of S2R R&I expected until 2024. This second release, however, **will not** be covered by the contract resulting from the present call for tender.

2.3.6 Test of the tool

The contractor is expected to provide a plan for the test of the tool, the interface and functionality. The first release of the tool and future releases will be tested by a team of users. If some malfunctions are found during the tests, the supplier is expected to correct them within 3 working days (minor issues) and within 15 working days (major issues).

2.3.7 Training and support

The contractor as part of this contract, and included in the offer, will supply up to 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 and other results of this project.

2.3.8 Maintenance

The contractor as part of this contract, and included in the offer, will supply up to 15 days per year of effort of senior Systems Engineer or equivalent level in order to provide corrective and periodic maintenance as agreed with the JU.

When the users report any malfunction which makes the tool unusable, the contractor is expected to correct them within 2 days (minor issues) and within 10 working days (major issues).

2.3.9 Data ownership

The non-public data collected for the purpose of this project, but also any aggregation or elaboration of public and non-public data made under this contract and for the purpose of this project belong to Shift2Rail JU and the Members, and cannot be disclosed unless authorised by the S2R JU and the owner(s) of the data. Until one year after the end of the contract, the contractor may be asked to store data and deliver them to the JU or other designated body in a proper format and support.

2.3.10 Security

Suitable security and redundancies features shall be implemented both in the KPI Tool and in the hosting environment.

Access to the tool shall be password protected. Passwords shall be automatically generated and stored in encrypted format. A password recovery mechanism is required.

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).

2.3.10 List of available sources

The list of sources included below is indicative and not exhaustive. It is expected that these sources will constitute a background for this project:

1. European Commission, “Study on the cost and contribution of the rail sector”, September 2015:

<http://ec.europa.eu/transport/modes/rail/studies/doc/2015-09-study-on-the-cost-and-contribution-of-the-rail-sector.pdf>

2. InteGRail project, “Key Performance Indicators tree” 2008

<http://www.integrail.eu/documents/fs25.pdf>

3. Examples of KPIs used by JU members, and publicly accessible:

Network Rail’s safety KPIs: <http://www.networkrail.co.uk/asp/4811.aspx>

2.4 Description of the Contract

A direct contract is a legal and financial agreement between two parties - in this case, the S2R JU and the contractor. The direct contract is a contract of fixed price and duration and defines, amongst others, the subject and scope of the services to be delivered, remuneration, deliverables and milestones etc. of the contract at the outset of the particular project.

2.4.1 Volume of the Contract

The S2R JU intends to sign a direct contract with the successful tenderer for a maximum total value of **€ 450 000** (four hundred thousand EUROS).

2.4.2 Duration of the Contract

The duration of the direct contract shall not exceed 48 months of Delivery/Execution

The S2R JU reserves the right to extend the contract by a maximum of one year, if the maintenance needs and/or specific circumstances so justify, beyond month 48 of contract implementation.

The main place of delivery shall be at S2R JU premises in Brussels, Belgium.

2.4.3 Deliverables & Reporting

1) Interim Report

Within 8 months from contract signature, the contractor shall submit an interim report to the S2R JU. The interim report should relate back to the tasks described in sections 2.3.1 and 2.3.2 – state of the art analysis and stakeholders consultation.

The S2R JU will have twenty days to comment on the interim report based on which the contractor shall have ten days in which to submit additional information or a new report. The final version of the interim report shall incorporate all comments, corrections and recommendations from the S2R JU.

2) Final Report

The final version of the final report shall be submitted within 10 months of contract signature. The final report should relate back to the tasks described in section 2.3.3 notably the KPI recommendations.

The S2R JU will have twenty days to comment on the final report based on which the contractor shall have ten days in which to submit additional information or a new report. The final version of the report shall incorporate all comments, corrections and recommendations from the S2R JU.

***Important Note: Proper delivery and the S2R JU approval of the interim and final reports shall be a condition for the initiation of corresponding payments by the S2R JU.**

2.4.4 Monthly Progress Reports

In addition to the reports mentioned above the contractor shall be required to deliver monthly progress reports containing the following:

- Activities provided during this period;
- Potential obstacles/risks to be tackled (if any);
- Proposed solution how to tackle those obstacles/risks;
- Planned activities foreseen until the next progress report.

Monthly conference calls will be set up, and followed by minutes prepared by the contractor, including details on the points mentioned above.

2.4.5 Project Meetings

A series of project meetings shall be held between the S2R JU and the contractor to monitor the progress of the project and any identified issues. In total, a minimum of 3 project meetings are planned. Meetings will be scheduled based on needs. Please note that the contractor shall start the project work immediately after signing the contract independent of the date of the kick-off meeting:

- 1) **Kick-off Meeting:** a kick-off project meeting held at S2R JU premises within 2 weeks of contract signature;
- 2) **Interim Meeting:** Before submission of the interim report the draft report shall be presented to the S2R JU in order to hold any necessary discussions and receive some initial feedback / input;
- 3) **Final Meeting / Presentation:** the results of the project shall be presented to the S2R JU in a presentation of the KPI tool at S2R JU premises in Brussels.

****Important Note:*** Travelling to the above mentioned 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> ⁶ 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 Sections 2.3.1 to 2.3.3	<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 Sections 2.3.1 to 2.3.3 (study); • Example of relevant projects (at least two) conducted by the tenderer in the last five years in the field in question.
c.	Professional experience in the provision of services similar to those described in Section 2.3.4	<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 2.3.4 (KPI tool); • Example of relevant projects (at least two) conducted by the tenderer in the last five years in the relevant field.

⁶ Please note that the S2R JU reserves the right to request further evidence in support of the technical & professional capacity criteria.

d.	Relevant expertise of the key personnel proposed to be allocated to the project in the technical fields in question; this shall reflect a relevant university degree appropriate to the scope of this project	Two examples of similar projects conducted by the tenderer in an international context during the last three years and demonstrating the delivery of results and recommendations to specialised audiences in English.
e.	Environmental Considerations ⁷⁸ : 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		
<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		
The tenderer must have in place a quality management system (QMS).		Proof of a quality management system in place such as DIN EN ISO 9001 or equivalent system.

***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

⁷ 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.

⁸ 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

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	Rationale & Strategy: (strategy, approach, quality of the methodology to meet the objectives of the contract, reference list of activities, related inputs and outputs, a description of the input from each of the consortium members (in case of consortia), description of the support facilities, sub-contracting arrangements foreseen, reasonable/credible response time & strategy to requests for services etc.)	40
2	Timetable and quality check: (timing, sequence and duration of the proposed activities, identification and timing of major milestones in execution of the contract, specific quality control procedures, English language checks, etc.)	30
3	Organisation of work, expertise and composition and functioning of the proposed team: (organisation of work, availability and involvement of key personnel, specific role of each individual expert and of the economic operators (in case of joint tenders, including subcontractors if applicable) within the project team, interaction and coordination of tasks, continuity of the service in case of absence of the member of the team etc.)	30
	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 flexibility, timeliness & responsiveness.
3	Description of organisational structure to meet project needs, in particular with respect to the organisation of work, technical capabilities, 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:

Consolidated score = (Technical score x 0,7) + (Financial score x 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 ⁹
✓ <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"/>
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⁹ 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 control¹⁰ 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 penalties¹¹ 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:

¹⁰ This covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares.

¹¹ 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 (authorised signatory)	
representing the following legal person: (only if the economic operator is a legal person)	
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 control¹² 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 penalties¹³ if any of the declarations or information provided proves to be false.

Name	
Date & Signature	

¹² This covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares.

¹³ 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:	
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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:	
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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:	
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BREAKDOWN OF SERVICES

Item	Description	Price in EURO
Study	The study covers the activities described in Sections 2.3.1. to 2.3.3	€
KPI Tool	The tool in question is the one described in Section 2.3.4.	€
Maintenance Fee	The fee in question is the one designed to cover the technical maintenance of the KPI Tool once is operational, from month 19 to month 48 of contract implementation, as described in Section 2.3.5.	€
GRAND TOTAL		€

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	