CALL FOR TENDERS

Nº MOVE/B2/2014-646

TENDER SPECIFICATIONS

for a service contract regarding the development of a model and associated tools for the harmonization of data on the accessibility of railway stations
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1 INFORMATION ON TENDERING

1.1. Participation

Participation in this tender procedure is open on equal terms to all natural and legal persons coming within the scope of the Treaties and to all natural and legal persons in a third country which has a special agreement with the Union in the field of public procurement on the conditions laid down in that agreement. Where the Multilateral Agreement on Government Procurement\(^1\) concluded within the WTO applies, the participation to the call for tender is also open to nationals of the countries that have ratified this Agreement, on the conditions it lays down.

1.2. Contractual conditions

The tenderer should bear in mind the provisions of the draft contract which specifies the rights and obligations of the contractor, particularly those on payments, performance of the contract, confidentiality, and checks and audits.

1.3. Joint tenders

A joint tender is a situation where a tender is submitted by a group of economic operators (consortium). Joint tenders may include subcontractors in addition to the joint tenderers.

In case of joint tender, all economic operators in a joint tender assume joint and several liability towards the Contracting Authority for the performance of the contract as a whole.

These economic operators shall designate one of them to act as leader with full authority to bind the grouping or the consortium and each of its members. It shall be responsible for the receipt and processing of payments for members of the grouping, for managing the service administration and for coordination. The composition and constitution of the grouping or consortium, and the allocation of the scope of tasks amongst the members, shall not be altered without the prior written consent of the Commission.

The tenderers should indicate in their offer whether the partnership takes the form of:

a) a new or existing legal entity which will sign the contract with the Commission in case of award

or

b) a group of partners not constituting a new legal entity, who via a power of attorney, signed by an authorised representative of each partner (except the lead partner), designate one of the partners as lead partner, and mandate him as lead contractor to sign the contract with the Commission in case of award.

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\(^1\) See [http://www.wto.org/english/tratop_e/gproc_e/gp_gpa_e.htm](http://www.wto.org/english/tratop_E/gproc_E/gp_gpa_E.htm)
1.4. **Subcontracting**

Subcontracting is permitted in the tender but the contractor will retain full liability towards the Contracting Authority for performance of the contract as a whole.

Tenderers must give an indication of the part of the services and proportion of the contract that they intend to subcontract.

Tenderers are required to identify subcontractors whose share of the contract is above 20%.

During contract execution, the change of any subcontractor identified in the tender will be subject to prior written approval of the Contracting Authority.

1.5. **Content of the tender**

The tenders must be presented as follows:

- **Part A**: Identification of the tenderer (see section 1.6)
- **Part B**: Evidence for exclusion criteria (see section 2.2)
- **Part C**: Evidence for selection criteria (see section 2.3)
- **Part D**: Technical offer (see section 2.5)
- **Part E**: Financial offer (see section 2.6)
- **Part F**: Power of attorney (for consortia only)

1.6. **Identification of the tenderer: legal capacity and status**

- The tenderer's identification form in **Annex 1** shall be filled in and signed by:
  - The tenderer (including any member of a consortium or grouping)
  - subcontractor(s) whose share of the work represent more than 20% of the contract.

- In order to prove their legal capacity and their status, all tenderers (including any member of a consortium or grouping) must provide a signed **Legal Entity Form with its supporting evidence**. The form is available on: [http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm)

  Tenderers that are already registered in the Contracting Authority’s accounting system (i.e. they have already been direct contractors) must provide the form but are not obliged to provide the supporting evidence.

- If it has not been included with the Legal Entity Form, tenderers must provide the following information

  - For legal persons, a legible copy of the notice of appointment of the **persons authorised to represent the tenderer** in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation which applies to the legal entity concerned requires such publication. Any
delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.

- For natural persons, where applicable, a proof of registration on a professional or trade register or any other official document showing the registration number.

- The tenderer (only the leader in case of joint tender) must provide a **Financial Identification Form and supporting** documents. The form is available on: http://ec.europa.eu/budget/contracts_grants/info_contracts/index_en.cfm

### 2 Evaluation and Award

#### 2.1. Evaluation steps

The evaluation is based on the information provided in the submitted tender. It takes place in three steps:

1. Verification of non-exclusion of tenderers on the basis of the exclusion criteria
2. Selection of tenderers on the basis of selection criteria
3. Evaluation of tenders on the basis of the award criteria (technical and financial evaluation)

Only tenders meeting the requirements of one step will pass on to the next step.

#### 2.2. Exclusion criteria

All tenderers shall provide a declaration on their honour (see Annex 2), duly signed and dated by an authorised representative, stating that they are not in one of the situations of exclusion listed in the Annex 2.

The declaration on honour is also required for identified subcontractors whose intended share of the contract some specific contracts under the framework contract is above 20%.

The successful tenderer shall provide the documents mentioned as supporting evidence in Annex 2 before signature of the contract and within a deadline given by the contracting authority. This requirement applies to all members of the consortium in case of joint tender. In case of doubt on this declaration on the honour, the contracting authority may also request the evidence for subcontractors whose intended share of the contract is above 20%.

#### 2.3. Selection criteria

Tenderers must prove their economic, financial, technical and professional capacity to carry out the work subject to this call for tender.

The tenderer may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the Contracting Authority that it will have at its disposal the resources necessary for performance of the contract, for
example by producing an undertaking on the part of those entities to place those resources at its disposal.

2.1.1 Economic and financial capacity criteria and evidence

In order to prove their economic and financial capacity, the tenderer (in case of a joint tender the combined capacity of all tenderers and identified subcontractors) must comply with the following criteria:

- The annual turnover of each of the last two financial years must be at least € 150 000.

The following evidence should be provided:

- Copy of the profit & loss account for the last two years for which accounts have been closed,

- Failing that, appropriate statements from banks,

If, for some exceptional reason which the Contracting Authority considers justified, a tenderer is unable to provide one or other of the above documents, he or she may prove his or her economic and financial capacity by any other document which the Contracting Authority considers appropriate. In any case, the Contracting Authority must at least be notified of the exceptional reason and its justification in the tender. The Commission reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

2.1.2 Technical and professional capacity criteria and evidence

a. Criteria relating to tenderers

Tenderers (in case of a joint tender the combined capacity of all tenderers and identified subcontractors) must comply with the following criteria:

- The tenderer must prove having at least 3 years of continuous experience (by the time of submitting the tender) in the field of information technology.

- The tenderer must prove experience in the field of application development, web application development and mobile application development (iOS, Android) with at least 3 projects delivered (or completed) in this field during the last three years: the combination of the projects must demonstrate the coverage of all those fields.

- The tenderer must provide experience in survey techniques (questionnaires, surveys) with at least 3 projects delivered (or completed) in this field during the last three years.

- The tenderer must prove experience of working in English with at least 2 projects delivered (completed) in the last three years.

- The tenderer must prove capacity to draft reports in English.
b. Criteria relating to the team delivering the service

The team delivering the service should include, as a minimum, the following profiles:

1) Project manager: At least 10 years' experience in project management, including overseeing project delivery, quality control of delivered service, client orientation and conflict resolution experience in projects of a similar size and coverage (geographical scope at least half of the one subject to this call for tenders), with experience in management of a team of at least 5 people. The project management experience shall include at least 5 years of experience related to software development projects. The profile of the project manager must not be combined with the profiles of other experts.

Experts in application, mobile application and web application development (including web design), in particular:

2) At least two experts in the team should have at least 5 years' experience in web application development (including web design), as demonstrated by the past relevant experience.

3) At least one expert in the team should have at least 5 years' experience in mobile application development. The expert can be the same person as one of the experts in web application, in which case the CV of the relevant expert must clearly describe the experience in web application and that in mobile application.

4) At least one expert in the team should have at least 3 years' experience in empirical research (questionnaires, surveys) as guaranteed by past relevant experience.

All experts: Relevant higher education degrees.

Language quality check: at least one member of the team should have native-level language skills in English or equivalent, as guaranteed by a certificate or past relevant experience. All members of the team should have a good command of English.

Drafting skills: collectively the team should have very good communication and drafting skills in English.

c. Evidence

The following evidence should be provided to fulfil the above criteria:

- List of relevant services provided in the past three years, with sums, dates and recipients, public or private. The most important services shall be accompanied by certificates of satisfactory execution, specifying that they have been carried out in a professional manner and have been fully completed;

- The educational and professional qualifications of the persons who will provide the service for this tender (CVs) including the management staff. Each CV provided should indicate the intended function in the delivery of the service.
2.4. Award criteria

The tender will be awarded according to the best-value-for-money procedure. The quality of the tender will be evaluated based on the following criteria. The maximum total quality score is 100 points.

1) Quality and effectiveness of the methodology (60 points)

This criterion will assess how the tenderer plans to address the specifications and services requested by the Commission and whether the proposed methodology is sound and reliable in terms of delivering the expected results. It will also assess the relevance of the tender vis-à-vis the objectives described in the call for tender.

The tenders with methodology clearly addressing all elements of the tasks, and linking the tasks to the objectives, are likely to receive a higher score under this criterion.

2) Organisation of the work and consistency between the different items of the tender (20 points)

This criterion will assess how the roles and responsibilities of the proposed team and of the economic operators (in case of joint tenders, including subcontractors if applicable) are distributed for each task. It also assesses the global allocation of time and resources to the project and to each task (including meetings) or deliverable, and whether this allocation is adequate for the work. The tender should provide details on the allocation of time and resources and the rationale behind the choice of this allocation.

The tender should also explain how to manage possible conflicts of interests (coordinating/analysing projects for which the contractor/experts might also be involved).

3) Quality control measures (20 points)

This criterion will assess the quality control system applied to the service foreseen in this tender specification concerning the quality of the deliverables, the language quality check, and continuity of the service, e.g. in case of absence of a team member. The quality system should be detailed in the tender and specific to the tasks at hand; a generic quality system will result in a low score.

Tenders must score at least 60% for each criterion and at least 70% in total. Tenders that do not reach the minimum quality thresholds will be rejected and will not be ranked.

After evaluation of the quality of the tender, the tenders are ranked using the formula below to determine the tender offering best value for money. A weight of 60/40 is given to quality and price.

Score for tender \( x \) =

\[
\frac{\text{total quality score for award criteria for tender } x}{100} \times 60 + \frac{\text{cheapest price for tender } x}{\text{price of tender } x} \times 40
\]
2.5. **Technical offer**

The technical offer must cover all aspects and tasks required in the technical specification and provide all the information needed to apply the award criteria. Offers deviating from the requirements or not covering all requirements may be excluded on the basis of non-conformity with the tender specifications and will not be evaluated.

2.6. **Financial offer**

The price for the tender must be quoted in euro. Tenderers from countries outside the euro zone have to quote their prices in euro. The price quoted may not be revised in line with exchange rate movements. It is for the tenderer to assume the risks or the benefits deriving from any variation.

Prices must be quoted free of all duties, taxes and other charges, including VAT, as the European Union is exempt from such charges under Articles 3 and 4 of the Protocol on the privileges and immunities of the European Union. The amount of VAT may be shown separately.

The quoted price must be a fixed amount which includes all charges (including travel and subsistence). Travel and subsistence expenses are not refundable separately.

The maximum price is € 500,000. Offers exceeding this amount will not be evaluated.

3 **TECHNICAL SPECIFICATIONS**

3.1 **General background**

Commission Regulation EU No 1300/2014 on the technical specification for interoperability relating to accessibility of the Union's rail system for persons with disabilities and persons with reduced mobility (hereafter: PRM TSI) was adopted on 18 November 2014 and is applicable since 1st January 2015.

The PRM TSI applies to passenger rolling stock and to the stations of the Union’s rail system, for which it defines the accessibility requirements to be fulfilled, e.g. step-free access, the existence of tactile paths or tactile walking surface indicators, wheelchair accessibility of ticket counters. These accessibility requirements are mandatory for all new stations and units of rolling stock. Regarding existing stations and units of rolling stock, the PRM TSI requires a progressive improvement of their accessibility through a two-step approach:

- Identification of the existing obstacles,
- Progressive elimination of the obstacles identified.

The identification of existing obstacles and barriers to accessibility requires taking stock of what exists and what does not exist. This will be done by establishing inventories of assets

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of European railway stations and units of rolling stock from the point of view of their accessibility.

The inventories of assets will cover all railway stations of the Union's rail system. They will require a certain level of information to be collected from station managers, i.e. the organisational entity in a Member States which is responsible for the management of a railway station. This information then needs to be converted into a harmonized format. It will be used for two different purposes:

- Monitoring and evaluating the progress on accessibility,
- Providing accessibility information to passengers.

Therefore, the information needs to be exchangeable between different stakeholders; it may also be centralized. Consequently, the data of the inventories shall be collected, formatted and exchanged in a consistent manner. It is foreseen to link this exchange of information to what is being developed in the context of the technical specification for interoperability relating to the subsystem ‘telematics applications for passenger services’ of the trans-European rail system (Commission Regulation (EU) No 454/2011 and amendments), which purpose is “to define procedures and interfaces between all types of actors to provide information and issue tickets to passengers via widely available technologies”.

The current tender specification relates to activities ensuring the interoperability of accessibility data through the development of the appropriate tools.

3.2 General and specific objectives

The ‘Inventories of Assets’ system will involve three categories of actors: Station managers (or railway undertakings, infrastructure managers or other railway organizations acting as station managers) who are the providers of the information and the public and the authorities who are the users of the information. The system will fulfil two very different functions that only have in common part of the data that needs to be collected: In the following paragraphs the function ‘Information to the Public’ is called TRIP while the function ‘Information to Authorities’ is called NIP.

Railway organizations feed the system with information and update the information:

At the start of the project and, later on, when the characteristics of a station evolve, station managers access the system in order to provide and, later on, to modify the data that are relative to their assets.

Some station managers may already have a database with information about the accessibility of the stations under their responsibility. In such a case, the information needs to be converted into the harmonized format and controlled.

The data from station managers will then be made available to railway undertakings and ticket vendors wishing to publish them and they will also be centralized in a central database at ERA.

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3 OJ L123 of 12.5.2011, p. 11–67
The solution that is considered for the synchronisation of the data from the structure as defined in the TAP TSI technical document B.60 has to be used for the provision of these data.

**The public searches information about the accessibility of a station (TRIP function):**

Passengers and potential passengers are able to get access, either directly through a dedicated website or indirectly via a railway or ticket vendor website, to a certain level of information. This information is presented as a minimum in a tabulated narrative format. It enables anyone to assess the accessibility of a station for himself/herself.

**Authorities get information about the status of accessibility and about the progress of the implementation of the PRM TSI (NIP function):**

In addition to the information available to the public, authorities will be able to access synthetic information in the form of indicators calculated from the accessibility characteristics of the stations. Authorities shall be able to monitor the evolution of these indicators.

### 3.3 Tasks

The tender should address, in terms of methodology, organization of work and quality control measures, the following work packages (WPs).

**WP1. Creation of a harmonized model for the modelling of stations:**

For the system to be shared, the data shall be provided according to a European standard. The standard that has been retained is EN 28701: 2012 (Identification of Fixed Object in Public Transport – ‘IFOPT’). IFOPT enables the modelling of all the elements constitutive of a railway station. This model can be used for the provision of a standardised description of simple and even complex stations. However, IFOPT supports several scenarios and functional use cases. The aim of WP1 will be to determine a specific use case related to the TRIP and NIP functions and, from the specificities of this use case, to create a harmonized model for the modelling of the stations.

The harmonized model shall cover all details of a STOP PLACE, including the STOP PATH LINKS and NAVIGATIONS PATHS with ACCESSIBILITY LIMITATIONS.

The resulting model should be flexible in order to accommodate additional data for additional functionalities, e.g. pictures and routing capabilities.

This WP will be implemented in cooperation with DG MOVE and the European Railway Agency (ERA) who will provide details on the information required for the TRIP and NIP functions together with the preliminary draft model based on IFOPT. The detailed arrangements will be established during the inception phase of the contract.

The Commission authorises, in the meaning of article I.8 (e) of the service contract, the station managers in Member States and the European Railway Agency to use the harmonized model in all ways as stipulated in the referred article (I.8).

**Deliverables**

- model file provided as UML document (Enterprise architect version 9)
- documentation of the harmonized model
All deliverables for the WP1 must be submitted no later than 4 months after the entry into force of the contract. The contractor and the Commission may decide to change this deadline at the kick-off meeting: the contractor must duly justify any change of the deadline; the change has to be approved by the Commission.

After receiving the Commission's comments, the contractor will have 20 days to make necessary adaptions to the deliverables, thereby addressing all the Commission's comments.

**WP2. Analysis of the existing situations vis-à-vis the projected harmonized model:**

This WP covers the analysis of the existing situations and how they can integrate the projected harmonized model developed in WP1.

WP2 includes the following tasks:

- Elaboration of a questionnaire that will be addressed to station managers. The questionnaire will have the objective of getting a view of the existing situation regarding:
  - the existence of local databases gathering accessibility information,
  - the data model of these databases,
  - the format of the information when it exists,
  - the compatibility of the existing databases with the model defined in WP1.

- Analysis of the answers and categorization by station managers (existence of legacy database, unstructured data, no data) and, when data exist, level of compatibility with the proposed model.

- Elaboration of a strategy for each category identified in order to enable the conversion of data by station managers.

**Deliverable**

- report (questionnaire, result, analysis)

The deliverable for the WP2 must be submitted in no later than 8 months after the entry into force of the contract. The contractor and the Commission may decide to change this deadline at the kick-off meeting: the contractor must duly justify any change of the deadline; the change has to be approved by the Commission.

After receiving the Commission's comments, the contractor has 20 days to make necessary adaptions to the deliverable, thereby addressing all the Commission's comments.

**Approval by the Commission of all deliverables under WP1 and WP2 is the precondition for the contractor being entitled to the interim payment of 40% in accordance with article I.4 of the service contract (please read the draft contract as published).**

For this purpose, the delivery of WP2 is accompanied by the invoice for the interim payment.
WP3. Development of the tools for the formatting, exchange and validation of data

WP3 is two-fold. According to the categorization made during WP2, station managers may decide to convert their existing data to the harmonized model or to collect new data directly according to the model. The tool to be developed shall be hosted by the station manager and shall support both methods to enter the data into the local database of the station manager. The database shall be based on the harmonized model as developed in WP 1.

WP3.1. Development of a tool for the conversion, validation, storage and transfer of existing data

This WP will require the development of a tool with the following functionality:

1. Provide an Application Programming Interface (API) for the connection to legacy databases or files already provided by the station manager. This interface shall be capable to access the following systems: SQL databases, web services, CSV-files and XML-files

2. Provide a transformation and validation component to convert the data of the legacy systems to the harmonized model and to validate these data in order to verify the structure, completeness and consistency of the data delivered by a station manager.

3. Provide an external interface that will enable station managers to exchange their data according to the harmonized model. The external interface has to be based on XML according to the standard CEN/TS 16614-1:2014 (NeTEx).

4. The tool shall be able to inform other parties if a new dataset has been made available by the station manager. This functionality has to be compliant with the TAP TSI technical document B.60.

5. The tool shall be able to provide – on request – the actual valid dataset to third parties. This functionality has to be compliant with the TAP TSI technical document B.60.

It will also require the development of a user’s guide in English.

WP3.2. Development of a data collection tool for the collection of new data

This WP will require the development of a data collection tool that will enable station managers to gather the required data directly according to the harmonized model. This tool shall be an easily usable web application utilizable on different platforms (e.g. desktop PC or laptop, tablet / smartphone (Android, iOS,…)).

Optionally, the tool should offer the possibility to the station manager to collect more detailed information than required for the strict compliance with the requirements, on the basis of the harmonized model. In particular the following could be proposed: possibility to couple the tool to a GIS, possibility to enrich the content with pictures, possibility to structure the data so as to enable the development of in-station journey planners. Proposals are expected from the contractor on that point. Proposals shall always take in consideration the model developed in WP1.

The Commission authorises, in the meaning of article I.8 (e) of the service contract, station managers in the Member States and the European Railway Agency to use the IT tools in all
ways as stipulated in the referred article (I.8). This applies without any prejudice to the use by the Commission itself.

**Deliverables:**
- Source code of the application(s) and application(s)
- Documentation
- Operations manual

All deliverables for WP3 must be submitted no later than 8 months after the entry into force of the contract. The contractor and the Commission may decide to change this deadline at the kick-off meeting: the contractor must duly justify any change of the deadline; the change has to be approved by the Commission.

After receiving the Commission's comments, the contractor has 20 days to make necessary adaptations to the deliverables, thereby addressing all the Commission's comments.

**WP4. Development of a specific public database and website**

**WP 4.1 Development of a central database for the TRIP-function**

This WP will consist in the development of a database that will store the information provided by the station managers.

For the TRIP function a central database shall be set up to store the data made available by the station managers. This database shall fit into the TAP TSI architecture as it is defined in the technical document B.60. Alternatively a direct upload via email or file transfer shall be provided. The interface shall respect the external interface of the tool developed in WP 3.

The European Railway Agency will manage and use the central database on the basis of article I.8 of the service contract – please see point 3.3.2 below.

**Deliverables:**
- Source code of the application and application
- Documentation
- Operations manual

All deliverables for WP4.1 must be submitted in no later than 10 months after entry into force of the contract. The contractor and the Commission may decide to change this deadline at the kick-off meeting: the contractor must duly justify any change of the deadline; the change has to be approved by the Commission.

After receiving the Commission's comments, the contractor has 20 days to make necessary adaptations to the deliverable, thereby addressing all the Commission's comments.

**WP 4.2 Development of a website**

This WP will consist in the development of a website that will make use of the information delivered by station managers.

The website needs to be accessible (respect of the Web rules about accessibility - W3C) and it needs to be compatible with different operating systems and Internet browsers (Windows, Unix, Mac OS X, ...). The maximum number of concurrent users will be 250.
In the basic proposal, the website will provide information in the form of tabular lists of station characteristics.

Options will be proposed for providing a more detailed level of information if available:

- Provision of a visual representation of a station (map, drawings),
- Provision of additional content (pictures)
- Provision of an in-station route planner, enabling to plan routes between the different places of a station.

The European Railway Agency will host and use the website on the basis of article I.8 of the service contract – please see point 3.3.2 below.

**Deliverables:**
- Source code of the application and application
- Documentation
- Operations manual

All deliverables for WP4.2 must be submitted no later than 13 months after entry into force of the contract. The contractor may postpone the deadline by one month, bearing in mind that the Commission must still have at least 10 days to comment on the deliverables. The contractor must duly justify any change of the deadline; the change has to be approved by the Commission.

After receiving the Commission's comments, the contractor has 20 days to make necessary adaptions to the deliverable, thereby addressing all the Commission's comments.

All deliverables have to be delivered and approved in 15 months since the entry into force of the contract.

**WPs 3 and 4**

The contractor will make available a test system for the applications to be developed under these WPs which can be accessed on a regular basis during normal working hours.

The European Commission authorizes the European Railway Agency to access the system on its behalf on the basis of article I.8 of the service contract – please see point 3.3.2 below.

**3.3.1 Duration, deliverables, deadlines, kick-off and final report meeting**

The duration of the tasks shall not exceed 15 months. This period is calculated in calendar days.

**Other outputs and deliverables:**

1) An inception report, describing, in line with the current specifications and with the Contractor's offer, all specific tasks to be undertaken, including a detailed work plan with the methodology, timeline and the description of the allocation of resources related to each task.
The contractor shall address all the Commission's comments on the inception report in 10 working days by submitting a new version of the report, or additional information.

2) A draft final report for the Commission, in MS Word and PDF versions (electronic versions are sufficient, paper copies are not needed), in English, describing in a clear, structured and coherent manner all the work carried out, the results obtained in performance of the contract and the resources used for each task. The report must cover all tasks as described in paragraph 3.3 above.

The Contractor shall have 20 days to address the Commission's comments on the draft final report, by submitting a new version of the report, additional information or making available the tools required under the current specifications.

3) The final report, corresponding to the format of the draft final report and, in addition, taking into account all the Commission's comments on the draft final report.

Approval by the Commission of all deliverables under WP3 and WP 4, and of the final report, is the pre-condition for the contractor being entitled to the payment of balance in accordance with article I.4 of the service contract.

4) During the duration of the contract, the contractor shall, by the end of each calendar month, send to the Commission's contact person by e-mail a brief description of the work carried out.

Execution of the tasks begins after the date on which the contract enters into force by the signature of the last party (the Contractor).

In principle, the deadlines set out below cannot be extended. The contractor is deemed solely responsible for delays occasioned by subcontractors or other third parties (except for rare cases of force majeure). Adequate resources and appropriate organisation of the work including management of potential delays should be put in place in order to observe the timetable below.

**Tasks/deliverables apart from the WPs**

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kick-off meeting in Brussels</td>
<td>T0 (date of entry into force of the contract) + max. 21 days</td>
</tr>
<tr>
<td>Coordination meeting</td>
<td>T0 + around 7 months – exact timing to be indicated by the Commission</td>
</tr>
<tr>
<td>Inception report</td>
<td>date of kick-off meeting + 1 month</td>
</tr>
<tr>
<td>Draft final report</td>
<td>T0 + 13 months</td>
</tr>
<tr>
<td>Final report</td>
<td>T0 + 15 months</td>
</tr>
</tbody>
</table>
A **kick-off meeting** will take place in Brussels, at the latest 21 days following the entry into force of the contract, in order to settle all the details of the work to be undertaken (based on the inception report). An additional coordination meeting will take place in Brussels approximately half-way through the contract.

The Commission can foresee additional meetings in Brussels, up to 2, in order to discuss particular issues related to the performance of the contract. The Contractor is also entitled to request such a meeting.

### 3.3.2 Intellectual Property Rights

The Commission will acquire, in the meaning of article I.8 of the service contract, the ownership of all deliverables mentioned under WPs 1-4.

In order to achieve the objectives of the tender – please refer to points 3.1 and 3.2 of the current specifications – the Commission will, in line with article I.8 (e) of the service contract, authorize the European Railway Agency and the station managers in Member States to use these deliverables in all ways as stipulated in article I.8. This applies without any prejudice to the use by the Commission itself or further authorization to third persons in accordance with the objectives of the current tender and with the service contract.

Deliverables as described in paragraph 3.3 should be put at the disposal of the Commission at the finalization of the respective work package. This includes, without this list being exhaustive, all elements necessary to use the deliverable in question, e.g. the source codes, images, charts, users’ specifications, application manuals etc.

The tenderers are invited to read article I.8 of the published draft contract.

### 4 CONTENT, STRUCTURE AND GRAPHIC REQUIREMENTS OF THE FINAL DELIVERABLES

All studies produced for the European Commission and Executive Agencies shall conform to the corporate visual identity of the European Commission by applying the graphic rules set out in the European Commission's Visual Identity Manual, including its logo⁴.

The Commission is committed to making online information as accessible as possible to the largest possible number of users including those with visual, auditory, cognitive or physical disabilities, and those not having the latest technologies. The Commission supports the [Web Content Accessibility Guidelines 2.0](http://ec.europa.eu/ipg/standards/accessibility/index_en.htm) of the W3C.

For full details on Commission policy on accessibility for information providers, see: [http://ec.europa.eu/ipg/standards/accessibility/index_en.htm](http://ec.europa.eu/ipg/standards/accessibility/index_en.htm)

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⁴ The Visual Identity Manual of the European Commission is available upon request. Requests should be made to the following e-mail address: comm-visual-identity@ec.europa.eu
1. ANNEXES

1. Tenderer’s Identification Form
2. Declaration related to the exclusion criteria and absence of conflict of interest
3. Power of Attorney (mandate in case of joint tender)
4. Draft Contract

Please see separate document
ANNEX 1

IDENTIFICATION OF THE TENDERER
(Each service provider, including any member of a consortium or grouping and subcontractor(s) whose share of the work is more than 20% of the contract must complete and sign this identification form)

Call for tender MOVE/B2/

<table>
<thead>
<tr>
<th>Identity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of the tenderer</td>
</tr>
<tr>
<td>Legal status of the tenderer</td>
</tr>
<tr>
<td>Date of registration</td>
</tr>
<tr>
<td>Country of registration</td>
</tr>
<tr>
<td>Registration number</td>
</tr>
<tr>
<td>VAT number</td>
</tr>
<tr>
<td>Description of statutory social security cover (at the level of the Member State of origin) and non-statutory cover (supplementary professional indemnity insurance)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address of registered office of tenderer</td>
</tr>
<tr>
<td>Where appropriate, administrative address of tenderer for the purposes of this invitation to tender</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surname:</td>
</tr>
<tr>
<td>First name:</td>
</tr>
<tr>
<td>Title (e.g. Dr, Mr, Ms):</td>
</tr>
<tr>
<td>Position (e.g. manager):</td>
</tr>
</tbody>
</table>

5 For natural persons
<table>
<thead>
<tr>
<th><strong>Telephone number:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Fax number:</strong></td>
</tr>
<tr>
<td><strong>E-mail address:</strong></td>
</tr>
</tbody>
</table>

### Legal Representatives

**Names and function of legal representatives** and of other representatives of the tenderer who are authorised to sign contracts with third parties

### Declaration by an authorised representative of the organisation

I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.

<table>
<thead>
<tr>
<th>Surname:</th>
</tr>
</thead>
<tbody>
<tr>
<td>First name:</td>
</tr>
<tr>
<td><strong>Signature:</strong></td>
</tr>
</tbody>
</table>

---

6 This person must be included in the list of legal representatives; otherwise the signature on the tender will be invalidated.
ANNEX 2

Declaration of honour on exclusion criteria and absence of conflict of interest

(Complete or delete the parts in grey italics in parenthese)
[Choose options for parts in grey between square brackets]

The undersigned (insert name of the signatory of this form):

☐ in [his][her] own name (for a natural person)

or

☐ representing the following legal person: (only if the economic operator is a legal person)

full official name:

official legal form:

full official address:

VAT registration number:

➢ declares that [the above-mentioned legal person][he][she] is not in one of the following situations:

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 professional conduct by a judgment 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 contracting authorities 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 and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of the country of the contracting authority and 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, where such activity is detrimental to the 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 Union's budget.

➢ (Only for legal persons other than Member States and local authorities, otherwise delete) declares that the natural persons with power of representation, decision-
making or control\(^7\) over the above-mentioned legal entity are not in the situations referred to in b) and e) above;

- declares that [the above-mentioned legal person][he][she]:
  
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 person][he][she] may be subject to administrative and financial penalties\(^8\) if any of the declarations or information provided prove to be false.

In case of award of contract, the following evidence shall be provided upon request and within the time limit set by the contracting authority:

For situations described in (a), (b) and (e), production of a recent extract from the judicial record is required or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. Where the tenderer is a legal person and the national legislation of the country in which the tenderer is established does not allow the provision of such documents for legal persons, the documents should be provided for natural persons, such as the company directors or any person with powers of representation, decision making or control in relation to the tenderer.

For the situation described in point (d) above, recent certificates or letters issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

For any of the situations (a), (b), (d) or (e), where any document described in two paragraphs 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.

If the tenderer is a legal person, information on the natural persons with power of representation, decision making or control over the legal person shall be provided only upon request by the contracting authority.

<table>
<thead>
<tr>
<th>Full name</th>
<th>Date</th>
<th>Signature</th>
</tr>
</thead>
</table>

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

\(^8\) As provided for in Article 109 of the Financial Regulation (EU, Euratom) 966/2012 and Article 145 of the Rules of Application of the Financial Regulation
# ANNEX 3

## POWER OF ATTORNEY

mandating one of the partners in a joint tender as lead partner and lead contractor

<table>
<thead>
<tr>
<th>The undersigned:</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Signatory (Name, Function, Company, Registered address, VAT Number)</td>
</tr>
</tbody>
</table>

having the legal capacity required to act on behalf of his/her company,

**HEREBY AGREES TO THE FOLLOWING:**

1) To submit a tender as a partner in the group of partners constituted by Company 1, Company 2, Company N, and led by Company X, in accordance with the conditions specified in the tender specifications and the terms specified in the tender to which this power of attorney is attached.

2) If the European Commission awards the Contract to the group of partners constituted by Company 1, Company 2, Company N, and led by Company X, on the basis of the joint tender to which this power of attorney is attached, all the partners shall be co-signatories of the Contract in accordance with the following conditions:

   a) All partners shall be jointly and severally liable towards the European Commission for the performance of the Contract.

   b) All partners shall comply with the terms and conditions of the Contract and ensure the proper delivery of their respective share of the services and/or supplies subject to the Contract.

1) Payments by the European Commission related to the services and/or supplies subject to the Contract shall be made through the lead partner’s bank account: [Provide details on bank, address, account number].

2) The partners grant to the lead partner all the necessary powers to act on their behalf in the submission of the tender and conclusion of the Contract, including:

   a) The lead partner shall submit the tender on behalf of the group of partners.

   b) The lead partner shall sign any contractual documents — including the Contract, and Amendments thereto — and issue any invoices related to the Services on behalf of the group of partners.

   c) The lead partner shall act as a single contact point with the European Commission in the delivery of the services and/or supplies subject to the Contract. It shall co-ordinate the delivery of the services and/or supplies by the group of partners to the European Commission, and shall see to a proper administration of the Contract.

Any modification to the present power of attorney shall be subject to the European Commission’s express approval. This power of attorney shall expire when all the contractual obligations of the group of partners towards the European Commission for the delivery of the services and/or supplies subject to the Contract have ceased to exist. The parties cannot terminate it before that date without the Commission’s consent.

Signed in ……………………… on [dd/mm/yyyy]

Place and date:

Name (in capital letters), function, company and signature:

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9 To be filled in and signed by each of the partners in a joint tender, except the lead partner;
ANNEX 4

DRAFT CONTRACT

*Please see separate document*