



EUROPEAN COMMISSION  
Directorate-General for Internal Market, Industry, Entrepreneurship and SMEs

Brussels,  
GROW/

Dear Sir/Madam,

**Subject:** Invitation to Tender – Call for tenders No 636/PP/2017/FC

**Ref.:** Open procedure,

***Framework Contract for the provision of technical services to the  
European Commission for radio regulatory activities required to support  
the EU Space Programmes***

Thank you for your interest in the above-mentioned contract. We are pleased to enclose a copy of the procurement documents, consisting of the contract notice published in the Official Journal, this invitation letter, the tender specifications with their annexes and the draft contract.

**1. Lodging of the tender**

If you are interested in this contract, you should submit a tender in one of the official languages of the European Union.

Your tender should be submitted through the electronic submission system (e-Submission application) at: <https://etendering.ted.europa.eu/cft/cft-display.html?cftId=2329>

The tender must be received no later than **16:00 Brussels local time** on 28/09/2017.

Details on the electronic submission system are provided in annex to this invitation letter (Annex: e-Submission application).

**2. Presentation of the tender**

Tenders must be drawn up in accordance with the instructions in the tender specifications, and using the model forms indicated in these specifications. The tender specifications and the draft contract are attached to this invitation to tender. The specifications list the documents that must be produced in order to tender, including supporting evidence of economic, financial, technical and professional capacity.

**In order to help tenderers presenting a tender, a checklist of the documents to be submitted in the e-Submission application is provided in annex 6.7.**

For further modalities on drafting your tender, please refer to section 4 of the tender specifications and to Annex: e-Submission application.

### **3. Acceptance of terms and conditions**

Submission of a tender implies acceptance of the terms and conditions set out in the procurement documents 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.

Please refer to section 3.3 of the attached tender specifications for further information.

### **4. Period of validity of the tender**

The offer must remain valid for a period of 8 months following the final date for submitting tenders (see in 1. above). During this period, the tenderer may not modify the terms of his tender in any respect.

### **5. Contact between the tenderers and the Commission**

Contacts between the Commission and the tenderers may take place only under exceptional circumstances. Please refer to section 3.2 of the attached tender specifications for further details.

### **6. Notification of the outcome of the procurement procedure**

You will be informed of the outcome of this procurement procedure by e-mail only. It is your responsibility to provide a valid e-mail address together with your contact details in your tender and to check this e-mail address regularly. Please make sure that the communication from the Commission is not classified as a spam mail.

### **7. Other provisions**

This invitation to tender is in no way binding on the Commission. The Commission's contractual obligation commences only upon signature of the contract with the successful tenderer.

Up to the point of signature, the contracting authority may cancel the award procedure, without the tenderers being entitled to claim any compensation. This decision must be substantiated and the tenderers notified.

If you believe that there was maladministration, you may lodge a complaint to the European Ombudsman within two years of the date when you became aware of the facts on which the complaint is based (see <http://www.ombudsman.europa.eu>).

Within two months of notice of the award decision, you may launch an action for annulment of the award decision. Any request you may make and any reply from us, or any complaint for maladministration, will have neither the purpose nor the effect of suspending the time-limit for launching an action for annulment or to open a new period for launching an action for annulment. The body responsible for hearing annulment procedures is indicated in Section VI.4.1 of the contract notice.

We look forward to receiving your tender.

Yours sincerely,

Matthias Petschke

Annex: e-Submission application guide; tender specifications and draft contract

## Annex - e-Submission application guide

You must submit your tender electronically via the e-Submission application available from the e-Tendering website before the time limit for receipt of tenders.

The e-Submission application allows economic operators to respond to calls for tenders by preparing their tenders electronically in a structured and secured way, and submitting their tenders electronically. The e-Tendering is the starting point for launching the e-Submission application.

**Make sure you submit your tender on time: you are advised to start completing your tender early. To avoid any complications with regard to late receipt/non receipt of tenders within the deadline, please ensure that you submit your tender several hours before the deadline. A tender received after the deadline indicated in the procurement documents will be rejected.**

### **1. HOW TO SUBMIT YOUR TENDER IN E-SUBMISSION**

You can access the e-Submission application via the corresponding call for tender in TED e-Tendering, as specify in <https://etendering.ted.europa.eu/cft/cft-display.html?cftId=2329>

In order to have access to e-Submission, you will need to "Subscribe to call for tenders" on TED eTendering first. To subscribe, you will need to login with your an [EU Login](#)<sup>1</sup>. In case you don't have an [EU Login](#), you can [create an account](#) at any moment. For more information see the [EU login help](#). After logging in with your EU Login password, the e-Tendering will then display a button 'submit your tender' and you will be able to access the e-Submission.

#### **1.1. Information to be filled in**

In the e-Submission application, fill in and upload all necessary fields and documents as appropriate. All tenders must be clear, complete and consistent with all the requirements laid down in the Tender Specifications (in particular section 4). Please use the checklist of documents to be submitted in eSubmission provided in annex 6.7.

For detailed instructions on how to submit your tender, download the [Quick Reference Guide for Economic Operators](#)<sup>2</sup> (pdf document), where you will find on:

- Technical requirements to use e-Submission,
- Step-by-step guide to help you submit your tender,
- Test call for tenders,
- Important advices and information and
- how to get technical support

***Please make sure all required documents and evidence are submitted with your tender.***

#### **1.2. Documents to be signed and dated while creating your Tender**

The following documents must be signed and dated during the creation of your tender in e-Submission:

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<sup>1</sup> Previously called European Commission authentication system (ECAS)

<sup>2</sup> An [EU Login](#) is required to download the document *Quick Reference Guide for Economic Operators*

- **Declaration on honour(s).** All members of a joint tender, including subcontractors must sign and date this declaration. The declaration on honour must be converted to PDF format and then signed by an authorised representative of each member with advanced electronic signature based on qualified certificates or by hand.
- **Tender Report.** This report is generated by e-Submission while you are completing your tender and it contains the list of documents that you submit. The sole tenderer's or leader's authorised representative(s) must sign the report.

The documents must be signed using any of the following 2 methods:

- *Electronically signed*, in this case you must sign with *an advanced electronic signature based on qualified certificates*.
- *Hand signature*, in this case, you must print the documents and the authorised representative must hand sign the documents and then scanned so you can upload it into the system.

In this case, you **must send by post all the original documents** that were signed by hand immediately after the electronic submission of your Tender.

In case of a joint tender, the leader must collect all the original declarations signed by hand by the members of the group and send them by post together with the Tender Report, if the latter was also signed by hand. The original documents must be sent to the postal address indicated in the section [5. Contact the Contracting Authority](#), stating the reference to the call for tenders and the Tender ID.

The documents which were signed with an advanced electronic signature based on qualified certificates are *not* required to be sent them by post.

## **2. RE-SUBMISSION OR ALTERNATIVE TENDER**

After submitting a tender, but within the time limit for receipt of tenders, you may still submit a new version of your tender.

You must formally notify by that the previous tender is withdrawn. You are also entitled to send several tenders to one call for tenders.

The notification must be sent to address indicated in the section [5. Contact the Contracting Authority](#), stating the reference to the call for tenders and the Tender ID you wish to withdraw.

**If you submit a new Tender you must include all your Tender documents, including the Qualification and Tender documents.**

## **3. WITHDRAWAL OF TENDERS**

If after submitting a tender, you wish to completely withdraw your tender, you must formally notify that you wish to withdraw your submitted Tender(s). This notification must be signed by the same authorised legal representative(s) who previously signed the tender(s) in question.

The notification must be sent to address indicated in the section [5. Contact the Contracting Authority](#), stating the reference to the call for tenders and the Tender ID(s) you wish to withdraw.

#### **4. DEADLINE FOR RECEIPT OF TENDERS**

The tender (including all documents) must be fully uploaded and received before the deadline for receipt of tenders indicated in the invitation to tender.

**Please note that you are responsible to ensure that your full tender reaches the destination in due time.**

In case of problems with the submission of the electronic tender, we recommend that you call the helpdesk in reasonable time before the time limit for receipt. The time it takes to submit the tender and upload all your documents may vary considerably depending on the number of concurrent submissions by other economic operators, the size of your tender and the type of internet service you are using.

If the contracting authority detects technical faults in the functioning of the electronic equipment used for submitting and receiving tenders due to which it is impossible to electronically submit and receive tenders, you will be informed of the extension of the time limit by the contracting authority at the e-Tendering link indicated in <https://etendering.ted.europa.eu/cft/cft-display.html?cftId=2329>

#### **5. CONTACT THE CONTRACTING AUTHORITY**

- Original hand signed tender report and/or hand signed declaration on honour(s) must be sent by post immediately after submission, to the following address:

European Commission  
Directorate-General for Internal Market, Industry, Entrepreneurship and SMEs  
Invitation to tender No: 636/PP/2017/FC  
Unit 02: Financial Management of Space Programmes  
Office address: BREY 07/293  
B-1049 Brussels, Belgium

- Notifications for re-submission or withdrawal of tenders must be sent to: [GROW-GP2-CALL-FOR-TENDERS@ec.europa.eu](mailto:GROW-GP2-CALL-FOR-TENDERS@ec.europa.eu)

When communicating state the reference to the call for tenders and, if applicable, the Tender ID.

#### **6. GET TECHNICAL HELP**

In order to get technical help please consult the [Quick Reference Guide for Economic Operators](#) or directly contact us by consulting the footer section on e-Submission application.



EUROPEAN COMMISSION  
Directorate-General for Internal Market, Industry, Entrepreneurship and SMEs

## **CALL FOR TENDER**

**No 636/PP/2017/FC**

### **TITLE**

**Framework Contract for the provision of technical services to  
the  
European Commission for radio regulatory activities required  
to support  
the EU Space Programmes  
Open procedure**

## **TENDER SPECIFICATIONS**

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# 1. TECHNICAL SPECIFICATIONS

## List of Acronyms

APT	Asia-Pacific Telecommunity
ATU	African Telecommunication Union
CEPT	European Conference of Postal and Telecommunications
CITEL	Inter-American Telecommunication Commission
CPG	European Conference Preparatory Group
DME	Distance Measuring Equipment (aviation navigation aid)
ECP	European Common Proposals
EGNOS	European Geo-Stationary Navigation Overlay Service
EGNSS	European Global Navigation Satellite System(s)
ESA	European Space Agency
GNSS	Global Satellite Navigation System
GPS	Global Positioning System
GSO	Geostationary orbit
I/N	Interference to noise ratio
TG	Task Group
ITU	International Telecommunication Union
ITU-R	International Telecommunication Union, Radiocommunication sector
nGSO	Non-Geostationary orbit
NRA	National Regulatory Authority
WP 5B	Working Party 5B of the ITU-R
WP 4C	Working Party 4C of the ITU-R
RDSS	Radiodetermination Satellite Service
RNSS	Radionavigation Satellite Service
TT&C	Telemetry Tracking and Control
WRC	World Radio-Communication Conference

## 1.1. DESCRIPTION OF TASKS

The purpose of the present framework contract is to provide technical and regulatory services to the European Commission for radio regulatory activities required to support the EU Space Programmes. Such support includes four main activity areas, namely:

- **Task 1:** Provision of support for preparations concerning the World Radiocommunication Conference
- **Task 2:** Provision of support for non-WRC regulatory issues
- **Task 3:** Provision of ad-hoc support for ITU Coordination activities
- **Task 4:** Provision of support for activities requiring interaction with national regulatory authorities

### *1.1.1. Task 1: Provision of support to the preparation for World Radiocommunication Conferences*

#### **Objective**

*The task consists in providing support to DG GROW on issues and topics associated with the World Radiocommunication Conferences (WRC). Support is expected for WRC preparations at the ITU the European Conference of Postal and Telecommunications Administrations (CEPT) and at national level.*

#### **Background**

Every three to four years, in response to proposals from industry and national administrations, the ITU hosts a WRC where it is decided upon the changes which are to be brought to the UN-ratified *Radio Regulations* (which defines what frequency bands can be used by different radio services). A WRC only modifies the Radio Regulations if studies demonstrate that changes are compatible with existing services and would not cause significant interference. The next WRC in 2019 (WRC-19)<sup>3</sup> will consider, among other things, whether to make new allocations to bands used by the EUSP, which will require extensive compatibility studies to be carried out.

The EUSP make extensive use of many different frequency bands, including those allocated to the Earth explorations satellite service (EESS) and "radionavigation satellite service" (RNSS<sup>4</sup>). It is important therefore that decisions made at WRCs do not unduly impact current or future EUSP operations and for this reason DG GROW must be fully aware of proposed changes, particularly where they involve frequency bands (or associated regulatory provisions and procedures) used by Galileo, EGNOS or Copernicus.

#### **International Telecommunication Union (ITU)**

ITU is the United Nations' specialised agency for information and communication technologies. It is composed of three sectors, one of which (ITU-R) deals with Radiocommunication. The ITU-R plays a key role in managing radio-frequency spectrum worldwide and, among other things, it organises Study Groups, Working Parties (WP) and other groups to study radio compatibility issues.

A number of ITU-R Working Parties are studying adjacent and in-band compatibility studies for potential new allocations, some of which may involve existing RNSS (and the radio-determination satellite service, RDSS) allocations. As the responsible group for RNSS/RDSS matters, the Working Party 4C of the ITU-R (WP 4C) may also prepare technical reports, studies and recommendations connected with WRC agenda items on new allocations. Six meetings of relevant ITU-R Working Parties and Task Groups can be expected each year usually in Geneva. However meetings outside Europe may also occur from time to time. Meeting length is typically five to eight days.

#### **European Conference of Postal and Telecommunications Administrations (CEPT)**

Within Europe, an organisation that plays an important role in managing radio spectrum is CEPT. CEPT's Conference Preparatory Group (CPG) manages European preparations for WRC-19.

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<sup>3</sup> It is possible that WRC might be delayed

<sup>4</sup> Where RNSS is mentioned, this is also intended to include the parent RDSS (radiodetermination satellite service)

CPG preparations for the next WRC have already begun and it has initially decided how study activities will be split between the various European technical groups within CEPT. CPG project teams, supported by specialist spectrum engineering groups, will prepare the European Common Proposals (ECP) for the WRC (after formal approval by CPG) as well as CEPT inputs to the ITU preparatory groups. CPG usually meets twice per year and the various technical and regulatory project teams also meet three or four times per year; each meeting typically lasts two to four days. RNSS related activities may be carried out by more than one CEPT group.

### National Activities

Individual members of CEPT conduct their own preparations for WRCs and other ITU and CEPT meetings. These national positions can either be submitted directly to the ITU or with endorsement from CEPT. National positions are prepared in advance of CEPT and ITU meetings and it is advantageous for EGNSS views to be taken into account in the decision making process at an early stage. Historically, France, the UK, Germany, the Netherlands and Italy, have been most active and influential on EUSP issues, but other CEPT member states have also provided good support for EUSP at key moments.

### Regional Activities

WRCs are now very heavily influenced by regional blocks, including groups such as Inter-American Telecommunication Commission (CITEL), the Asia-Pacific Telecommunity (APT) and the African Telecommunication Union (ATU), which prepare positions on WRC issues of importance for, and in the interest of, their members. As the EUSP operations are global and are freely available to all, it is important that these regional groups are fully aware of the benefits and opportunities that come from supporting the interests of the EUSP and the resulting impacts if spectrum used by Galileo, EGNOS and Copernicus is compromised.

### Future WRCs

In the course of preparations for WRC-19 future WRCs are also discussed. It is important that DG GROW is fully aware of potential new issues that will arise at these WRCs.

### Task Description

The Contractor shall engage in the ITU and CEPT WRC study activities<sup>5</sup> of relevance to EUSP, which will require that detailed and specific technical and regulatory analysis on RNSS and EESS be carried out and presented at these meetings to defend EUSP interests. The Contractor shall also represent EUSP interests at these meetings even when no specific analysis is presented on behalf of EUSP.

Task 1 includes the following activities:

- The Contractor shall regularly attend, actively participate and provide regular reports on the following ITU-R meetings:
  - WP5A and WP5C
  - similar attendance at TG5/1 and WP5B may be required on occasion
- The Contractor shall regularly attend, actively participate and provide regular reports on the following CEPT ECC meetings:
  - CPG, PTA, and PTD

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<sup>5</sup> The names of ITU and CEPT groups may change after WRC-19 if reorganisation occurs.

## 1. Technical specifications

- The Contractor shall participate in, and report on, key WRC national preparation meetings in Germany, France and the UK, in order to promote and defend EUSP interests with the aim of garnering national support.
- At these ITU, CEPT and national meetings the Contractor shall promote EUSP interests on behalf of DG GROW. The Contractor shall coordinate with relevant, key Administrations and industry contacts to strengthen EUSP interests, as requested.
- The Contractor shall be aware of and shall have some involvement in the important Asia-Pacific region (APT), the Americas (CITEL) and either the African, Arab or Regional Commonwealth (RCC) regions on behalf of EUSP interests. The Contractor should be able to advise and guide these regional positions on issues relevant to RNSS and EESS, on behalf of EUSP interests. Though not a full time activity, this task remains none-the-less, very important.
- The Contractor shall carry out appropriate technical and regulatory analysis on RNSS and EESS issues (e.g.. compatibility studies between EESS and other radio services, such as the mobile service; proposals for specific regulatory text for ITU-R Recommendations; and link budget interference calculations) as required to strengthen EUSP positions either at these particular meetings or as background activities to support wider EUSP WRC interests.
- The Contractor shall provide written and verbal inputs to these meetings as required, on regulatory and technical topics to support EUSP objectives.
- The Contractor shall provide information to help DG GROW identify new threats and/or opportunities arising from future WRCs (WRC-21/22).

### Deliverables (to be further defined in Specific Contracts)

Ref	Title	Delivery
D1.1	Position and briefing in advance of each meeting	1 week in advance of the meeting date
D1.2	Report after each meeting	3 weeks after the meeting end
D1.3	Specific technical analysis on topics to be agreed with the Contractor, which will be suitable as a contribution to a specified meeting	2 weeks in advance of the meeting date
D1.4	Regulatory Analysis as requested and agreed with the Contractor, deemed suitable as a contribution to a specified meeting	2 weeks in advance of the relevant requested meeting
D1.5	Presentation of analysis at requested meeting	as required during each meeting

#### 1.1.2. Task 2: Provision of support for non-WRC regulatory issues

##### Objective

*The task requires monitoring and active participation in RNSS/EESS regulatory issues at the ITU and CEPT, such as developing ITU-R Recommendations for sharing between different radio services including satellite navigation and or Earth-observation - particularly where they may affect Galileo, EGNOS or Copernicus. To carry out this task effectively the Contractor will be required to conduct detailed and specific technical analysis.*

### Background

#### International Telecommunication Union (ITU)

WP 4C<sup>6</sup> develops ITU-R Recommendations for RNSS and related services. This work is independent from WRC activities, but takes place at the same meetings. ITU-R WP 4C has reviewed and rationalised all RNSS Recommendations and is looking to develop new RNSS Recommendations to help assess compatibility. Other working parties may choose to develop other Recommendations or Reports on topics that may also be of interest to EUSP, such as GADSS in WP 5B.

#### European Conference of Postal and Telecommunications Administrations (CEPT)

Europe contributes to the non-WRC ITU work on a regional basis and sometimes with national contributions direct to ITU-R. CEPT also carries out non-WRC work affecting only Europe. DG GROW views that the CEPT regulations for in-band pseudolites require amendment and this activity would be carried out in FM44 and SE40. CEPT also regularly reviews tasks and so new technical work on satellite matters may be assigned to groups such as SE40, and/or new groups formed during 2017-2020 for other technical or regulatory matters.

#### Task Description

The Contractor shall participate in the ITU and CEPT regulatory activities of relevance to EUSP. This requires detailed and specific technical and regulatory analysis on RNSS/EESS to be carried out and presented at these meetings to defend EUSP interests. The Contractor will also promote EUSP interests at these meetings even when no specific analysis is presented on behalf of EUSP.

Task 2 includes the following activities:

- The Contractor shall monitor and actively contribute to ITU and CEPT work on RNSS/EESS regulatory issues that are non-WRC related and report on possible impacts to EUSP.
- The Contractor shall attend each WP 4C, WP 5B, if requested (and possibly other ITU-R working parties).
- The Contractor shall regularly attend FM44 and SE40 when RNSS or EESS matters are being discussed and possibly other CEPT project teams as requested.
- The Contractor shall attend German, UK and French national preparatory meetings for the relevant ITU and CEPT meetings.
- The Contractor shall carry out appropriate technical and regulatory analysis on RNSS/EESS issues as required to strengthen EUSP positions, either at these particular meetings or as background activities to support wider EUSP interests at CEPT or the ITU.
- The Contractor shall provide written and verbal inputs to these meetings as required, on regulatory and technical topics to support EUSP.
- At these ITU, CEPT and national meetings the Contractor shall represent DG GROW's EUSP interests. The Contractor shall coordinate as required with relevant, influential Administrations and industry contacts to promote and advance EUSP interests.

**Deliverables** (to be further defined in Specific Contracts)

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<sup>6</sup> The names of ITU and CEPT groups may change after WRC-19 if reorganisation occurs.

Ref	Title	Delivery
D2.1	Position and briefing in advance of each meeting on non-WRC issues	1 week in advance of the meeting date
D2.2	Report after each meeting on non-WRC issues	3 weeks after the meeting end
D2.3	Specific technical analysis as requested on topics to be agreed with the Contractor, which will be suitable as a contribution to a specified meeting	2 weeks in advance of the meeting date
D2.4	Regulatory Analysis as requested and agreed with the Contractor, which will be appropriate as a contribution to a specified meeting	2 weeks in advance of the relevant requested meeting
D2.5	Presentation of analysis at requested meeting	as required during each meeting

### 1.1.3. Task 3: Provision of Ad-hoc support for ITU Coordination

#### Objective

*This task provides ad-hoc support to DG GROW for ITU Coordination activities needed for coordination meetings that may be required with other satellite systems and radio service systems*

#### Background

##### Coordination with other radio systems

In order for radio spectrum to be managed effectively, the ITU has laid down rules concerning spectrum access for new radio systems. These rules require new systems (particularly for satellite systems) to demonstrate (through a process called ITU "Coordination") that they will not cause interference to existing systems before they become operational. As existing systems with satellite filings already "brought into use", Galileo, EGNOS and Copernicus have certain protection rights against interference from new systems and it is important that DG GROW has the capacity to perform technical analysis independently to verify and ensure that EUSP will not be affected by interference and that regulatory protection is being afforded. In addition, from time to time, new programmes and/or evolutions of the EUSP may require that new satellite filings are submitted to the Bureau of the ITU-R to cover intended radio frequency usage in the future.

#### Task Description

Task 3 includes the following activities:

- The Contractor shall carry out technical analysis as requested for ITU Coordination activities between EUSP and other radio systems
- The Contractor shall provide the requested inputs (e.g. technical notes and presentations) to the bi-lateral Coordination meetings that will take place during the project duration.
- The Contractor may also be requested to participate in these ITU Coordination meetings, some of which may be outside Europe.
- The Contractor shall provide advice and make proposals, upon request, in order to solve compatibility issues arising from these Coordination discussions.
- The Contractor shall arrange for the submission of new EUSP satellite filings as required to the ITU-R, via an EU Member State.

**Deliverables** (to be further defined in Specific Contracts)

Ref	Title	Delivery
D3.1	Technical analysis	as agreed with the contractor based upon the meeting schedule and data availability
D3.2	Presentation of analysis at requested meeting	as required during each meeting

**1.1.4. Task 4: Provision of support for activities requiring interaction with national regulatory authorities****Objective**

*This task provides support to DG GROW for activities requiring interaction with national regulatory authorities.*

**Background**

National regulatory authorities (NRA) from time to time choose to consult stakeholders to decide how best to use spectrum in their country. This may involve a consultation process and invitation to submit views or workshops outlining their intentions. Where there may be impacts to EUSP, it is important that DG GROW expresses a view.

**Task Description**

Task 4 includes the following activities:

- The Contractor shall notify DG GROW of any national regulatory activities that may impact the EUSP.
- On request, the Contractor shall provide a draft response to the national regulatory activities for approval by DG GROW.
- The Contractor shall assist in bilateral discussions between DG GROW and the NRA when required

**Deliverables** (to be further defined in Specific Contracts)

Ref	Title	Delivery
D4.1	Response to NRA	as agreed with the contractor based upon the meeting schedule and data availability
D4.2	Support as required for interaction with the NRA	as required during each meeting

The tender must comply with applicable environmental, social and labour law obligations established by Union law, national legislation, collective agreements or the international environmental, social and labour conventions listed in Annex X to the Directive 2014/24/EU.



### 1.2. BACKGROUND

The **Galileo programme** is the European Union's initiative for a state-of-the-art GNSS (Global Navigation Satellite System) infrastructure, providing a highly accurate, guaranteed global positioning service specifically designed for civilian purposes. While providing autonomous navigation and positioning services, Galileo allows for interoperability with the Global Positioning System (GPS) - USA and Global Navigation Satellite System (GLONASS) - Russia, the two other already deployed global satellite navigation systems as well as with Beidou, the Global Chinese system.

The **European Geo-Stationary Navigation Overlay Service (EGNOS)** is Europe's space based augmentation system that provides real-time enhancement to the Global Positioning System (GPS) service over Europe. EGNOS is already certified for use by aviation and it is in service.

The European Union is also developing another space programme, **Copernicus** (formerly GMES), which aims to establish a European capacity for Earth Observation. The Copernicus programme provides users with free, full and open access to environmental data, which can improve the management of the environment, help to understand and mitigate the effects of climate change and support civil safety and security.

Together, Galileo, EGNOS and Copernicus are the **EU Space Programmes (EUSP)**

Galileo, EGNOS and Copernicus use radio frequencies to provide services to end users as well as links between the satellites and ground facilities. The use of these radio frequencies has to be in accordance with the rules defined by the International Telecommunication Union (ITU) and laid down in the Radio Regulations. These rules also help define the radio environment in which Galileo, EGNOS and Copernicus operate and provide regulatory protection to the reception of their radio signals.

Radio regulatory activities take place in various fora the most important of which is the ITU, but activities at European level also take place at the European Conference of Postal and Telecommunications Administrations (CEPT). Modifications to the Radio Regulations take place every three to four years at World Radiocommunication Conferences (WRC) and it is important to ensure that, as far as possible, changes made do not negatively impact the EUSP.

### 1.3. REPORTS AND DOCUMENTS

The Contractor is to provide the required reports and documents in accordance with the conditions of the standard service contract appended in Annex 6.2.

During each specific contract implementation and in accordance with the instructions laid down in the relevant specific contract, the contractor will provide one progress report and one final report.

The **Progress Report** shall cover all actions performed for the first half of the period of the Specific Contract. The report shall be submitted to DG GROW for analysis together with the related invoice.

The Progress Report shall contain:

- list of submitted deliverables for the period in question;
- status of the work accomplished for the period in question, on-going work and remaining tasks to be accomplished for the next period;
- problems, limitations or unexpected points, if any, have arisen;

## 1. Technical specifications

- meeting attendance during the period in question and anticipated requirements for the next period.

The Contractor will submit a **Final Report** to DG GROW at the end of the Specific Contract. The report shall be submitted to DG GROW for analysis together with the related invoice.

The Final Report shall contain:

- list of all submitted deliverables;
- list of all meeting attendance;
- status of all accomplished work;
- list of all problems, limitations or unexpected points encountered.

Deliverables will be assessed on technical content, presentation and clarity.

Time-line	Meetings	Reports	Payments
Specific Contract signature			Pre-financing
2 weeks	KO		
Middle of Specific Contract duration	IR	Progress report	Interim payment
End of Specific Contract duration	FR	Final Report	Final Payment

KO – kick-off

IR – intermediate review

FR – final review

The general nature of the deliverables and reports required is specified under each individual task description. For Specific Contracts under this Framework Service Contract, the mentioned documents determine the number and type of reports to produce.

## **2. CONTRACTUAL CONDITIONS**

### **2.1. NATURE OF THE CONTRACT**

The object is to conclude a framework contract (FWC) with a single contractor in order to provide technical services to the European Commission for radio regulatory activities required to support the EU Space Programmes. The envisaged support is mainly connected to the next World Radiocommunication Conference (WRC), the monitoring and the active participation in RNSS/EESS regulatory issues at the ITU and CEPT meetings and ad-hoc support for ITU Coordination activities needed for EUSP relations with other satellite systems and radio service systems

### **2.2. STARTING DATE OF THE CONTRACT AND DURATION OF THE TASKS**

The framework contract shall enter into force on the date on which it is signed by the last contracting party.

It is expected to be signed in 12/2017.

The implementation of the FWC cannot start before its entry into force. The FWC shall be concluded for a period of 48 months with effect from the date of its entry into force. The parties must sign any specific contract before the FWC expires.

The FWC continues to apply to such specific contracts after its expiry. The services relating to such specific contracts must be performed no later than six months after the expiry of the FWC

The execution of the tasks may not start before the specific contract has been signed. The period of execution of the tasks may be extended, only with the written agreement of the contracting parties, before the end of the period originally stated in the contract.

### **2.3. TERMS OF PAYMENT – IMPLEMENTATION OF THE CONTRACT**

Payments shall be made in accordance with Articles I.4, I.5 & II.21 of the draft service contract (Annex 6.2).

The payment scheme will consist of

- one pre-financing of 30 %,
- 1 interim payment of 30 %
- and a balance payment.

The schedule and the procedure for the approval of payments and the documents to be submitted are described in Articles I.5, II.21, II.22 and II.23 and in Annex I to the draft contract referred to above

### 2.4. GUARANTEES

The Contractor may be required to provide a guarantee for pre-financing of 30% of the amount specified under 3.1 of the specific contract, in compliance with article II.21.5 of the draft contract. The Commission reserves the right to cancel the pre-financing foreseen, according to its management risk analysis or in the case the awarded tenderer refuses such pre-financing guarantee, and to modify the final version of the contract accordingly.

A model guarantee is provided in annex 6.3 of these tendering specifications.

### 2.5. PLACE OF PERFORMANCE

The place of performance of the tasks shall be the Contractor's premises or any other place indicated in the tender, with the exception of the Commission's premises.

### 2.6. SUBCONTRACTING

Subcontracting is defined as the situation where a contract has been or is to be established between the Commission and a contractor and where the contractor, in order to carry out that contract, enters into legal commitments with other legal entities for performing part of the service. However, the **Commission has no direct legal commitment with the subcontractor(s).**

At the level of the liability towards the Commission, tasks provided for in the contract may be entrusted to subcontractors, but **the contractor retains full liability towards the Commission for performance of the contract as a whole.**

Accordingly:

- The Commission will treat all contractual matters (e.g. payments) exclusively with the contractor, whether or not the tasks are performed by a subcontractor;
- The Commission will privilege direct contacts with the contractor, who is responsible for executing the contract;
- Under no circumstances can the contractor avoid liability towards the Commission on the grounds that the subcontractor is at fault. The contractor remains notably fully responsible for timely execution.

A contract which includes subcontracting is subject to certain general conditions in particular the provisions on subcontracting, checks and audits, and confidentiality. Where justified by the subject matter of the contract, a statement of confidentiality may be required to be submitted to the Commission. **The subcontracting arrangement between the contractor and his subcontractor is supposed to render directly applicable all those contractual obligations with regard to the Commission to the subcontractor.**

Consequently, the bid must clearly identify the subcontractor(s) and document their willingness to accept the tasks and their acceptance of the terms and conditions set out in paragraph 3.3, in particular article II.24 of the standard service contract by returning the form in annex 6.5, filled in and signed .

Tenderers must inform the subcontractor(s) and include in their sub-contracting documents that Article II.24 of the standard service contract (Annex 6.2) may be applied to sub-contractors.

Once the contract has been signed, Article II.10 of the above-mentioned service contract shall govern the subcontracting.

Special attention of tenderers is brought to Article II.10.4, according to which the contracting authority may request the contractor to replace a subcontractor found to be in a situation provided for in points (d) and (e) of Article II.18.1.

### 2.7. JOINT OFFERS

A joint offer is a situation where an offer is submitted by a group of tenderers. If awarded the contract, the tenderers of the group will have an equal standing towards the Commission in executing a supply, service or works contract.

The Commission will not request consortia to have a given legal form in order to be allowed to submit a tender, but reserves the right to require a grouping to adopt a given legal form **before the contract is signed** if this change is necessary for proper performance of the contract. This can take the form of an entity with or without legal personality but offering sufficient protection of the Commission's contractual interests (depending on the Member State concerned, this may be, for example, a consortium or a temporary association).

The documents required and listed in the present specifications must be supplied by every member of the grouping; the checklist in annex 6.7 will help verifying the level of information to be provided according to the role of each entity in the tender.

*Each member of the grouping assumes a joint and several liability towards the Commission.*

To this end all members of the grouping should sign a **power of attorney** (see models in annex 6.6). This document must be scanned and included in the offer. For groupings not having formed a common legal entity, model 1 should be used, and for groupings with a legal entity in place model 2.

The expression "joint tender leader" in the e-Submission application is equivalent to "Group Leader" or "Group Manager" in the document of power of attorney.

**The offer (Tender Preparation Report) has to be signed by the joint tender leader (hand or electronic signature, as explained in point 1.2 of the Annex to Invitation to Tender: e-Submission application guide).**

Partners in a joint offer assume joint and several liability towards the Commission for the performance of the contract as a whole.

Statements, saying for instance: "that one of the partners of the joint offer will be responsible for part of the contract and another one for the rest", or "that more than one contract should be signed if the joint offer is successful", are thus incompatible with the principle of joint and several liability. The Commission will disregard any such statement contained in a joint offer, and reserves the right to reject such offers without further evaluation, on the grounds that they do not comply with the tendering specifications.

**An economic operator can only participate once as a tenderer**, whether as sole tenderer, leader in a joint tender or partner in a joint tender. **The economic operator may however agree to act as a subcontractor in a distinct bid** from which it is participating as either of the aforementioned options. However, such a situation is not advisable for the high potential of conflicts of interest it may generate.

### **3. ADMINISTRATIVE INFORMATION CONCERNING THE INVITATION TO TENDER**

These specifications follow the publication of a contract notice in OJ S.

#### **3.1. DATE AND PLACE OF OPENING OF THE TENDERS**

The received electronic tenders will be opened at 11.00 on 29.09.2017

at the following location:

*Office address:*

*European Commission  
INTERNAL MARKET, INDUSTRY, ENTREPRENEURSHIP AND SMEs  
Directorate-General  
Invitation to tender No: 636/PP/2017/FC  
Financial Management of Space Programmes/ Unit 02  
Office address: Avenue d'Auderghem 45  
1049 Brussels - Belgium*

An **authorised representative** of each tenderer may attend the opening of the bids. Companies wishing to attend are requested to notify their intention by sending an e-mail to ***GROW-GP2-CALL-FOR-TENDERS@ec.europa.eu*** at least 48 hours in advance. This notification must be signed by an authorised officer of the tenderer and specify the name of the person who will attend the opening of the bids on the tenderer's behalf. **On the day of opening the representatives of tenderers should present the tender receipt confirmation sent by e-Submission application in order to be allowed to the opening meeting.**

The economic operators who submitted an offer and whose representative was not present at the opening meeting may send an information request to ***GROW-GP2-CALL-FOR-TENDERS@ec.europa.eu*** They will be informed per e-mail if their offer was admissible as well as of the identity of the other tenderers

#### **3.2. CONTACT BETWEEN THE TENDERER AND THE COMMISSION**

Contacts between the Commission and the tenderers may take place only in **exceptional circumstances** and under the following conditions only:

Before the final date for submission of tenders:

- Upon request, the contracting authority may provide additional information solely for the purpose of clarifying the procurement documents.
- Any request for additional information must be made in writing only through the e-Tendering website at <https://etendering.ted.europa.eu/cft/cft-display.html?cftId=2329> in the "questions and answers" tab, by clicking "create a question".

### 3. Administrative information concerning the invitation to tender

- The contracting authority is not bound to reply to requests for additional information received less than six working days before the final date for submission of tenders.
- The contracting authority may, on its own initiative, inform interested parties of any error, inaccuracy, omission or any other type of clerical error in the text of the procurement documents.
- Any additional information including that referred to above will be posted on the e-Tendering website indicated above. The website will be updated regularly. It is the responsibility of the tenderer to check regularly for updates and modifications during the submission period.

#### After the opening of tenders :

- The Commission shall contact the tenderer in order to correct obvious clerical errors or to require confirmation of a specific or technical element, except in duly justified cases. This shall not lead to changes in the procurement documents or substantial changes to the terms of the submitted tender.

### **3.3. GENERAL TERMS AND CONDITIONS FOR THE SUBMISSION OF TENDERS**

The present procurement documents are drawn up in respect of the Financial Regulation applicable to the general budget of the European Union (Regulation (EU, Euratom) No 966/2012 of the European Parliament and the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union, as amended by Regulation (EU, Euratom) No 2015/1929 of the European Parliament and the Council of 28 October 2015., as well as its Rules of Application (Commission Delegated Regulation (EU, Euratom) No 1268/2012 of 29 October 2012, amended by Commission Delegated Regulation (EU) C(2015)7555 of 30 October 2015.

Participation in procurement procedures is open on equal terms to all natural and legal persons from one of the EU Member States and to all natural and legal persons in a third country which has a special agreement with the European Union in the field of public procurement on the conditions laid down in that agreement. It is also open to international organisations.

Where the Plurilateral Agreement on Government Procurement (GPA) concluded within the WTO applies, the contracts are also open to nationals of the countries that have ratified this Agreement, on the conditions laid down therein.

The parties to the GPA can be consulted on the following web page:  
[https://www.wto.org/english/tratop\\_e/gproc\\_e/gp\\_gpa\\_e.htm](https://www.wto.org/english/tratop_e/gproc_e/gp_gpa_e.htm).



For British tenderers:

Please be aware that after the UK's withdrawal from the EU, the rules of access to EU procurement procedures of economic operators established in third countries will apply to tenderers from the UK depending on the outcome of the negotiations. In case such access is not provided by legal provisions in force, tenderers from the UK could be rejected from the procurement procedure.

Operators in third countries which have signed a bilateral or multilateral agreement with the European Union in the field of public procurement must be allowed to take part in the tendering



### **3. Administrative information concerning the invitation to tender**

procedure on the conditions laid down in this agreement. The Commission refuses tenders submitted by operators in third countries which have not signed such agreements for the present call for tender.

Submission of a tender implies acceptance of the terms and conditions set out in the procurement documents 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.

Once the Commission has accepted the tender, it shall become the property of the Commission and the Commission shall treat it confidentially.

The Commission shall not reimburse expenses incurred in preparing and submitting tenders.

The Protocol on the Privileges and Immunities or, where appropriate, the Vienna Convention of 24 April 1963 on Consular Relations shall apply to this invitation to tender.

**Variants are not allowed.**

#### **3.4. NO OBLIGATION TO AWARD THE CONTRACT**

This invitation to tender is in no way binding on the Commission. The Commission's contractual obligation commences only upon signature of the contract with the successful tenderer.

Up to the point of signature, the contracting authority may cancel the award procedure. This decision must be substantiated and the tenderers notified.

No compensation may be claimed by tenderers whose tender has not been accepted, including when the Commission decides not to award the contract.

#### **3.5. DATA PROTECTION**

If processing your reply to the invitation to tender involves the recording and processing of personal data (such as your name, address and CV), such data will be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Unless indicated otherwise, your replies to the questions and any personal data requested are required to evaluate your tender in accordance with the specifications of the invitation to tender and will be processed solely for that purpose by DG GROW/J2. Details concerning processing of your personal data are available on the privacy statement at the page [http://ec.europa.eu/dataprotectionofficer/privacystatement\\_publicprocurement\\_en.pdf](http://ec.europa.eu/dataprotectionofficer/privacystatement_publicprocurement_en.pdf).

You are informed that for the purposes of safeguarding the financial interest of the Union, your personal data may be transferred to internal audit services, to the Court of Auditors, to the Financial Irregularities Panel and/or to the European Anti-Fraud Office (OLAF).

Your personal data may be registered in the Early Detection and Exclusion System (EDES) if you are in one of the situations mentioned in Article 106 of the Financial Regulation. For more information, see the Privacy Statement on [http://ec.europa.eu/budget/explained/management/protecting/protect\\_en.cfm](http://ec.europa.eu/budget/explained/management/protecting/protect_en.cfm) )

### 3. Administrative information concerning the invitation to tender

#### 3.6. OPPORTUNITIES FOR SMALL AND MEDIUM SIZED ENTERPRISES

The Directorate-General for Internal Market, Industry, Entrepreneurship and SMEs has the task to promote opportunities for Small and Medium sized Enterprises (SMEs) and is aiming in its activities to facilitate the activities of SMEs. In this context, **SMEs are particularly encouraged to submit tenders** either on its own if feasible or by constituting a bid using either of the options mentioned in paragraphs 2.6 and 2.7.

The **Enterprise Europe Network** provides advice on tender opportunities and training in relation to procurement, which may be of assistance to newly initiated tenderers. Please refer to the following web-site for further details:

<http://een.ec.europa.eu/content/advice-eu-law-and-standards>

The Commission has further published a brochure on "Doing business with the European Commission – Tips for potential contractors":

[http://ec.europa.eu/budget/library/biblio/publications/business/doing\\_business\\_en.pdf](http://ec.europa.eu/budget/library/biblio/publications/business/doing_business_en.pdf)

## **4. FORM AND CONTENT OF THE TENDER**

### **4.1. HOW TO SUBMIT A TENDER**

Tenderers shall observe precisely the indications in point 1 and 2 of the invitation to tender, as well as in the Annex to Invitation to tender: "e-Submission application guide" in order to ensure their tenders are admissible. **Only electronic submission through e-Submission application is allowed for this call.**

Offers sent on paper, by e-mail or by fax will be non-admissible.

Evidence of timely receipt will be constituted by the timestamp in the tender receipt confirmation which will be sent to your e-Submission mailbox.

**Receipt after the deadline will lead to the non-admissibility of the tender and its rejection from the award procedure for this contract.**

### **4.2. STRUCTURE OF THE TENDER**

- Tenders shall be perfectly legible so there can be no doubt as to words and figures.
- Tenders shall be clear and concise.
- Tenders shall be written in one of the official languages of the European Union.
- Tenders shall include the information and documents requested by the Commission in order to assess the tender. In order to help tenderers presenting a complete tender, a checklist of the documents to be submitted is provided in annex 6.7. This checklist does not need to be included in the tender, but it is encouraged to use it in order to ease the assessment of the tenders;
- Prices shall be established in euros.

All tenders must be submitted using the eSubmission application and shall contain all the following information:

##### 4.2.1. *Administrative information*

**Tenderers** may choose between presenting a **joint bid** (see 2.7) and introducing a bid as a **sole economic operator**, in both cases with the possibility of having one or several subcontractors (see 2.6).

Whichever type of bid is chosen, the tender shall stipulate the legal status and role of each legal entity in the tender proposed and the monitoring arrangements that exist between them and, failing this, the arrangement they foresee to establish if they are awarded the contract (see 2.6 and 2.7).

A. In the e-Submission application, the tenderers should fill out the required information (Identification info, Registration info, Fiscal info, Contact info, Powers of representation), according to the type of bid. The information has to be completed for all entities participating in the bid, including subcontractor.

In addition, to identify himself the tenderer must fill in a Legal Entity Form and a Financial Identification Form:

B. **The Legal Entity Form** shall be duly filled in and signed by a representative of the tenderer authorised to sign contracts with third parties.

A standard template in each EU language is available at [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)

The Legal Entity Form **shall be accompanied** with **the information** indicated in the form. When neither this form nor the evidence to be attached to them includes the following information, the tender must include:

For private and public entities:

- 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, where 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 Individuals:

- Where applicable, a proof of registration, as prescribed in the country of residence, on one of the professional or trade registers or any other official document showing the registration number.

In case of a joint bid, all tenderers part of a joint tender must provide their legal entity files as well as the necessary evidence. For subcontractors a legal entity file shall be submitted, without evidence.

C. **The Financial identification form** shall be duly filled in and signed by an authorised representative of the tenderer and his or her banking institution, where the references account is held.

The form needs to be printed, filled in, signed and then scanned and uploaded in the eSubmission application.

The form is available on:

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/financial\\_id/financial\\_id\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm)

In case of a joint bid or a bid presenting subcontracting, only the leader is obliged to return the financial identification form (i.e. for a joint tender only one financial identification from the leading tenderer is required).

**Economic operators already registered as a legal entity in the Commission (i.e. they are or have been contractors of the Commission) may refer to evidence provided for other procedures. In that end, the tender should indicate the references of the procedure concerned and the Commission department to which this evidence was provided.**

#### ***4.2.2. The Exclusion and Selection Criteria Form***

Tenderers or their representatives shall provide a declaration on their honour, duly signed and dated in which they:

1. state whether or not they are in one or more of the situations referred to in Articles 106 and 107 of the Financial Regulation and detailed in the form;
2. state whether they fulfil the selection criteria
3. undertake to submit to the Commission any additional document relating to the exclusion/selection criteria, that the Commission considers necessary to perform its checks, within fifteen calendar days following the receipt of the Commission's request.

To this end, tenderers must fill in and sign the form in Annex 6.1 to these specifications.

The declaration(s) shall be signed by an authorised representative either with advanced electronic signature based on qualified certificates or by scanning and uploading a hand signed copy.

If the declaration on honour is signed by hand, the original declaration must also be sent by post immediately after electronic submission of the tender.

**Where the bid involves more than one legal entity (including subcontractors), each entity must provide the form.**

#### ***4.2.3. Evidence relating to the selection criteria***

#### 4. Form and content of the tender

Tenderers shall provide proof of their economic and financial capacity by submitting the documents stated under paragraph 5.2.2 below. In case of a joint tender/tender with subcontractors, the documents concerning each economic operator shall be submitted under the respective party name.

Tenderers shall equally provide the proof of their professional and technical capacity by submitting the documents required under paragraph 5.2.3 below.

If evidence has already been provided for another procurement procedure and if the documents are up to date, reference can be made to the earlier procedure. The declaration on honour stating the reference of the procedure and the confirmation that there has been no change in the situation must be uploaded in the eSubmission application.

##### ***4.2.4. Technical proposal***

The technical proposal needs to be uploaded in the step "Tender Data" of the wizard of the e-Submission application. The e-Submission application allows attachment of as many documents as necessary.

Tenderers shall include in their bids a **technical proposal addressing the aspects detailed in section 1.1 and in the scenarios under Annex 6.8.**

The technical proposal shall comply with the technical specifications and provide, as a minimum, the information specifically requested.

The following aspects should in particular be taken into consideration when drafting the tender:

In relation to tasks defined under section 1.1

- Their critical analysis of the expressed requirements and objectives and how it impacts the EUSP
- Organisation and coordination
- The role of each partner in case of a joint bid and/or use of subcontractors, the role of each partner and subcontractor in the implementation of the contract;

In relation to tasks defined under scenarios under Annex 6.8

- The methodology and approach - how tenderers intend to meet the requirements listed for the scenarios
- The activities intended to be performed under the scenarios
- The envisaged content of the outputs and deliverables

- The anticipated risks to be addressed and involvement of other stakeholders
- The detailed breakdown and allocation of resources. Team staff should be singled out by function as stipulated in the selection criteria and the template of the financial offer (Annex 6.9) and their allocated person/days indicated.
- A detailed travel plan for each scenario.

Due consideration should be given to the award criteria and method as stipulated under section 5.3 in this document.

Please note that, to grant equal treatment of all tenders, **it is not possible to modify offers after their submission in relation to the technical and financial proposals.**

Please note that incomplete financial or technical proposals may have a considerable negative impact the evaluation on award criteria. Proposals deviating from the technical specifications risk to be considered as non-conform to the specifications.

**The technical specifications and the tenderer's bid shall be integral parts of the contract and will constitute annexes to the contract.**

##### ***4.2.5. Financial proposal***

A complete financial proposal, including the breakdown of the price, to be provided per category, as indicated in the tender specifications needs to be uploaded in the eSubmission application.

The total price (including any options and renewals) needs also to be encoded directly in the e-Submission application.

**Tenderers are requested to submit for each of the scenarios set in Annex 6.8 a separate financial proposal which shall include all costs, namely, Human Resources, travels ,and any other costs.**

**Concerning travel, daily subsistence and accommodation:**

**1. For the six destinations listed in Annex 6.9 (Geneva, Mainz, Paris, Copenhagen, Madrid, Brussels):**

- the tenderer shall propose a lump sum per travel in its financial offer; this price will be binding during the whole implementation of the Framework Contract;
- the daily subsistence allowances per country are fixed as per Annex IV;

**2. For all other destinations:**

- the contractor shall be reimbursed of its travel expenses in line with Article II.22.3 of the draft Framework Contract;
- the daily subsistence allowances are fixed per country as per Annex IV.

**The daily subsistence allowance is only due in case of overnight stay at the destination.**

**In order to formulate their financial proposals, tenderers shall fill in the table under Annex 6.9, based on the scenarios presented in Annex 6.8:**

#### 4. Form and content of the tender

The daily labour rates and the travel rates as indicated in the table under Annex 6.9 will be taken to represent the unit price of services to be provided under the Framework Contract. These unit prices will be annexed to the Framework Contract and will be applicable for any subsequent specific contracts.

The tenderer's attention is drawn to the following points:

- (1) prices must be expressed in euros;
  - (2) **prices should be quoted free of all duties, taxes and other charges, i.e. also free of VAT.** The European Union Institutions are exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union of 8 April 1965 (OJ 152 of 13 July 1967). Exemption is granted to the Commission by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption.
- For those countries where national legislation provides an exemption by means of a reimbursement, the amount of VAT is to be shown separately. In case of doubt about the applicable VAT system, it is the tenderer's responsibility to contact his or her national authorities to clarify the way in which the European Union is exempt from VAT;
- (3) Prices shall not be conditional and be directly applicable by following the technical specifications.
  - (4) **Prices shall be** fixed and not subject to revision
  - (5) The reference price for the award of the contract shall consist of the total price for the 3 scenarios (described in Annex 6.8) as indicated in Annex 6.9.

**Bids involving more than one legal entity must specify the amounts under a) for each legal entity.**

**The Commission will reject tenders where no technical offers or financial offers are proposed. Non-compliance with the minimum requirements in section 1.1 will also result in rejection from award.**

**The Commission reserves the right, however, to request clarification of the tender after the opening. It may furthermore require (additional) evidence in relation to the administrative information, exclusion and selection criteria. The information required shall be provided within a time-limit stipulated in its request and under the conditions explained in section 3.3.**



## **5. ASSESSMENT AND AWARD OF CONTRACT**

The assessment will be based on the information provided in the tender. The Commission reserves the right to use any other information from public or specialist sources. This assessment will be performed by applying the criteria set out in these specifications. To award the contract, the assessment of admissible bids (see paragraph 1 of the Invitation to tender) will be carried out under exclusion, selection and award criteria in no particular order.

The aim of this assessment is:

- (1) to verify compliance with the exclusion criteria as defined in article 106 and 107 of the Financial Regulation, in order to determine whether the tenderer can take part in the procedure and, where applicable, be awarded the contract;
- (2) to verify compliance with the selection criteria, technical and professional capacity and economic and financial capacity required by these specifications;
- (3) to verify compliance with the minimum requirements specified in the tender documents and to assess the technical and financial offer in relation to the award criteria, including compliance with the quality thresholds set in these specifications.

### **5.1. APPLICATION OF EXCLUSION CRITERIA AND EXCLUSION OF TENDERERS**

#### ***5.1.1. Declaration***

As mentioned above under paragraph 4.2.2, tenderers or their representatives shall provide the form in Annex 6.1 duly signed and dated in which they declare:

1. not to be in one or more of the situations referred to in Articles 106 and 107 of the Financial Regulation and detailed in the form;
2. to undertake to submit to the Commission any additional document relating to the exclusion criteria, that the Commission considers necessary to perform its checks, within 15 days following the receipt of the Commission's request.

#### ***5.1.2. Grounds for disqualification***

In accordance with Article 107 of the Financial Regulation, a contract for a given procedure may not be awarded to an economic operator who:

- is in an exclusion situation established in accordance with Article 106;
- has misrepresented the information required as a condition for participating in the procedure or has failed to supply that information;
- was previously involved in the preparation of procurement documents where this entails a distortion of competition that cannot be remedied otherwise.

### 5.1.3. Evidence

The tenderer to whom the contract is to be awarded shall provide, within the 15 days following the receipt of the letter informing him of the proposed award of the contract and preceding the signature of the contract, the evidence confirming the declaration referred to in paragraph 5.1.1, (for the details of requested documents please see directly the text of the declaration).

The Commission may waive the obligation of a tenderer to submit the documentary evidence referred to above if such evidence has already been submitted to it for the purposes of another procurement procedure and provided that the issuing date of the documents does not exceed one year and that they are still valid. In such a case, the tenderer shall declare on his honour that the documentary evidence has already been provided to the Commission in a previous procurement procedure and confirm that no changes in his situation have occurred. He shall indicate in its tender all the references necessary to allow the Commission services to check this evidence.

You may refer to the e-Certis web-site listing the certificates available in EU Member States:

<http://ec.europa.eu/markt/ecertis/login.do>

## 5.2. APPLICATION OF SELECTION CRITERIA (SELECTION OF TENDERERS)

This part of the tender concerns the criteria and evidence relating to the technical and professional capacity and economic and financial capacity of the service provider(s) involved in the bid. It should also contain any other document that the tenderer(s) wish(es) to include by way of clarification.

**An economic operator may rely on the capacities of other entities**, regardless of the legal nature of the links which it has with them. In that case, evidence must be provided that it will have at its disposal the resources necessary for performance of the contract, for example by producing a clear undertaking on the part of those entities to place those resources at its disposal.

If the economic and financial selection criteria are fulfilled by relying on a third party, the contracting authority may demand, if that tender wins the contract, that this third party signs the contract (becomes a contractor) or, alternatively, provides a joint and several first-call guarantee.

If the third party chooses to sign the contract, the contracting authority should ensure that it is not in exclusion situation and it has access to the market.

**If several service providers are involved in the bid**, each of them must have the professional and technical capacity to perform the tasks assigned to them in the tender and have the necessary economic and financial capacity.

This rule applies to all legal entities once they have chosen to be tenderers. If the tender includes subcontractors, the Commission reserves the right to request evidence of their economic and financial capacity, where the tasks subcontracted represent a substantial part of the contract.

### 5.2.1. Selection criteria

<b><u>SELECTION CRITERIA</u></b>
<b>1. FINANCIAL AND ECONOMIC CAPACITY(*)</b>
<p>1.1 Yearly turnover above EUR 500.000 for the last two financial years, this criterion applies to the tenderer as a whole, i.e. the combined capacity of all members of a group in case of a joint tender.</p> <p>1.2 Sufficient financial capacity in relation to the pre-financing foreseen under the contract.</p> <p>1.3 Reliability of the mitigating measures presented to cover possible deficiencies in the evidence presented for the above criteria.</p>
<b>2. TECHNICAL AND PROFESSIONAL CAPACITY</b>
<p>2.1 <u>Coordinator</u>: One person having a minimum of five years' experience in management of international projects and engineering temas in the radio regulatory field (ITU, WRC, CEPT).</p>
<p>2.2 <u>Regulatory experts</u>: At least three experts having a minimum of five years' experience of working with the ITU regulations especially for RNSS/EESS and the working methods of the ITU.</p>
<p>2.3 <u>Regulatory experts</u>: At least three experts with experience of dealing with the WRC process and active participation in at least three WRCs since 1999.</p>
<p>2.4 <u>Technical experts</u>: At least one expert having a minimum of five years' experience dealing with ITU Coordination issues including attending Coordination meetings.</p>
<p>2.5 Evidence showing technical and regulatory contributions (technical and regulatory papers) made to ITU and CEPT meetings within the last five years; the tenderer should provide at least 3 examples from past projects covering these services.</p>
<p>2.6 Evidence showing excellent representation and debating skills at national and international meetings in English-speaking fora, as well as very good communication skills in English, by providing at least the names of 3 parties represented and the content of the debate and at least one sample of English drafting (one A4 page long).</p>
<p>2.7 Provision of evidence showing a very strong network of contacts within European National Regulatory Authorities (NRAs) and industry, as well as NRA's and industry outside Europe.</p>

**A matrix of compliance to the selection criteria has to be provided together with links to the reference to the related evidence in the tender.**

These criteria will be assessed on the basis of the documents referred to in 5.2.2 and 5.2.3.

**5.2.2. Evidence of the economic and financial capacity of the service provider(s)**

All tenderers shall provide proof of their economic and financial capacity by submitting the following documents:

- a) A full copy of the concerned legal entities' annual accounts (balance sheet, profit and loss account, notes on the accounts and auditors' remarks when applicable) of the last two years, as approved by the general assembly of the company and, where applicable, audited and/or published. These documents must be signed by the authorised representative of the tenderer;
- b) Alternatively to a), by filling Annex 6.4, consisting of an extract of the concerned legal entities' annual accounts (balance sheet, profit and loss account, notes on the accounts and auditors' remarks when applicable) of the last two years, as approved by the general assembly of the company and, where applicable, audited and/or published. These documents must be signed by an authorised representative of the tenderer.
- c) a statement of overall turnover and turnover concerning the tasks, supplies or services covered by this contract for the last three financial years;
- d) Appropriate statements from banks or evidence of professional risk indemnity insurance, for legal entities facing the impossibility to fully present evidence a).

If, for some exceptional reason which the Commission 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 Commission considers appropriate. In any case, the Commission 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.

The Commission may waive the obligation of a tenderer to submit the documentary evidence referred to in paragraph 1 if such evidence has already been submitted to it for the purposes of another procurement procedure and provided that it complies with the requirements of the present call for tenders. In such a case, the tenderer shall indicate in the tender reference to the contract and Commission service for which the evidence has been provided, in order to allow the Commission services to check this evidence.

**5.2.3. Evidence of the technical and professional capacity of the service provider(s)**

The ability of service providers to perform services will be assessed in particular with regard to their know-how, efficiency, experience and reliability as specified in paragraph 5.2.1.

Evidence of the technical and professional capacity of the providers involved in the tender may be furnished on the basis of the following documents:

- a) the educational and professional qualifications of the service provider or contractor and/or those of the firm's managerial staff and, in particular, those of the person or persons responsible for providing the services or carrying out the tasks; The Europass curriculum vitae format (<http://europass.cedefop.europa.eu/en/documents/curriculum-vitae>) shall be filled in and

## 5. Assessment and award of contract

signed, by each person involved in the execution of the tasks foreseen in the tender. The precise contractual link with the tenderer will also be described.

This evidence refers to selection criterion/a 2.1, 2.2, 2.3, 2.4,.

b) a list of the principal services provided and supplies delivered in the past five years, with the sums, dates and recipients, public or private;

This evidence refers to selection criterion/ 2.5, 2.6, 2.7.

c) an indication of the proportion of the contract which the service provider may intend to subcontract.

By submitting a tender, each legal entity involved therein accepts the possibility of a check being carried out by the Commission on its technical capacities and, if necessary, on its research facilities and quality control measures.

In addition, all tenderers are informed that they may be asked to prove that they are authorised to perform the contract under national law, as evidenced by inclusion in a professional or trade register, by a sworn declaration or certificate, by membership of a specific organisation, by express authorisation, or by entry in the VAT register.

### 5.3. APPLICATION OF AWARD CRITERIA (ASSESSMENT OF TENDERS)

The contract will be awarded to the **most cost-effective tender**. The following award criteria will be applied:

## 5. Assessment and award of contract

No	Qualitative award criteria	Weighting (maximum points)
1	<b>Critical review and analysis of the requirements and objectives</b> <ul style="list-style-type: none"> <li>Critical review and analysis of the technical specifications indicated under 1.1(15 points)</li> <li>Critical analysis of the impact on EUSP of the radio regulatory issues. (15 points)</li> </ul>	30
2	<b>Organisation, coordination of the project</b> <ul style="list-style-type: none"> <li>Quality and adequacy of the internal coordination and organisation of the work, as well as the coordination with the Commission's services, the national frequency regulators and relevant industrial players (10 points)</li> </ul>	10
3	<b>Adequacy of the proposed methodology</b> <ul style="list-style-type: none"> <li>Adequacy of the proposed methodology to successfully complete the tasks in order to achieve the objectives required by the terms of reference (30 points)</li> </ul>	30
4	<b>Allocation of resources</b> <ul style="list-style-type: none"> <li>Composition and adequacy of the proposed team (which profiles correspond to each task), adequacy of the effort related to each activity to successfully perform the tasks and valid justification of the choices of quantity and distribution of resources among the tasks (30 points)</li> </ul>	30
	<b>Total number of points</b>	100

Award criteria 1 and 2 refer exclusively to the tasks defined in section 1.1 and the award criteria 3 and 4 refer exclusively to the tasks defined under scenarios in Annex 6.8.

The selected tender is assessed according to the above qualitative award criteria and the weighting applicable to each criterion.

<b>Tenders scoring:</b> <ul style="list-style-type: none"> <li><i>* less than 60 % in the overall points total or</i></li> <li><i>* less than 50% in the points awarded for a single criterion</i></li> </ul> <b>will be excluded from the rest of the assessment procedure.</b>
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Price Award criterion
<b>Total price</b> = price for scenario n° 1 + price for scenario n° 2 + price for scenario n° 3

## 5. Assessment and award of contract

The contract will be awarded to the tender which is the most cost-effective (offers the best value for money) on the basis of the ratio between the total points scored and the price.

Final Evaluation for the tender				
$\text{score for tender X} = \frac{\text{cheapest price}}{\text{price of tender X}} * 30 + \frac{\text{total quality score (out of 100) for all award criteria of tender X}}{100} * 70$				
		(price weighting)		(quality criteria weighting)

**Tenders should elaborate on all points addressed by these specifications in order to score as many points as possible. The mere repetition of mandatory requirements set out in these specifications, without going into details or without giving any added value, may result in a significantly lower score. Where essential elements of these specifications are not expressively covered by the tender, the Commission may decide to give a zero mark for the relevant qualitative award criteria.**

**The tender may be rejected as non-compliant, when the minimum requirements set in the specifications are not met.**

### 5.4. INFORMATION FOR TENDERERS

The Commission will notify all tenderers of decisions reached concerning the outcome of the procedure, indicating the grounds on which the decision was taken. This also applies to a decision not to award a contract or to cancel the procedure.

The Commission will inform the rejected tenderers of the reasons for their rejection. Each tenderer who is not in an exclusion situation and whose tender is compliant with the procurement documents and who makes a request in writing, shall be informed of the characteristics and relative advantages of the selected tender, of the name of the successful tenderer and of the price or contract value.

However, certain information may be withheld where its release would impede law enforcement or otherwise be contrary to the public interest, or would prejudice the legitimate commercial interests of economic operators, public or private, or might prejudice fair competition between them.

### 5.5. AWARD OF THE CONTRACT

The procurement procedure is concluded by a contract signed by the parties. In this case, the General Terms and Conditions applicable to service contracts referred to above shall apply.

After the period of validity of the tender has expired, conclusion of the contract shall be subject to the tenderer's agreement in writing.

## **5. Assessment and award of contract**

The Commission shall not sign the contract or framework contract with the successful tenderer until a standstill period of 10 calendar days has elapsed, counting from the day after simultaneous dispatch of the notification by electronic means to all tenderers (successful and unsuccessful).

After the award, during standstill period, the Commission will request to the tenderer proposed for award the evidence on exclusion criteria defined in section 5.1.3. If this evidence was not provided or proved to be unsatisfactory the Commission reserves the right to cancel the award procedure or to change the award decision to the benefit of the next best ranked tenderer on condition that he satisfies with the provision of the evidence on exclusion.

The Commission intends to conclude the contract in the form of a framework contract. A framework contract means a public contract the purpose of establishing the terms governing specific contracts under it to be award during a given period, in particular with regards to price and, where appropriate quantity envisaged.



**6. ANNEXES**

**ANNEXES**

**6.1. EXCLUSION AND SELECTION CRITERIA FORM (INVITATION TO TENDER NO 636/PP/2017/FC)**

*[This form is mandatory]*

Comments *[in grey italics in square brackets]* are to be deleted and/or replaced by appropriate data.

**Declaration on honour on  
exclusion criteria and selection criteria**

The undersigned *[insert name of the signatory of this form]*, representing:

<i>(only for natural persons)</i> himself or herself	<i>(only for legal persons)</i> the following legal person:
ID or passport number:  (‘the person’)	Full official name: Official legal form: Statutory registration number: Full official address: VAT registration number:  (‘the person’)

**I – Situation of exclusion concerning the person**

(1) declares that the above-mentioned person is in one of the following situations:	YES	NO
a) it is bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under national legislation or regulations;	<input type="checkbox"/>	<input type="checkbox"/>
b) it has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which the contracting authority is located or those of the country of the performance of the contract;	<input type="checkbox"/>	<input type="checkbox"/>
c) it has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:		
(i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) entering into agreement with other persons with the aim of distorting competition;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) violating intellectual property rights;	<input type="checkbox"/>	<input type="checkbox"/>

(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
d) it has been established by a final judgement that the person is guilty of the following:		
(i) fraud, within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of EU Member States, drawn up by the Council Act of 26 May 1997, and in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in the legal provisions of the country where the contracting authority is located, the country in which the person is established or the country of the performance of the contract;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(v) terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;	<input type="checkbox"/>	<input type="checkbox"/>
(vi) child labour or other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
e) the person has shown significant deficiencies in complying with the main obligations in the performance of a contract financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by an Authorising Officer, OLAF or the Court of Auditors;	<input type="checkbox"/>	<input type="checkbox"/>
f) it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;	<input type="checkbox"/>	<input type="checkbox"/>
g) for the situations of grave professional misconduct, fraud, corruption, other criminal offences, significant deficiencies in the performance of the contract or irregularity, the applicant is subject to: <ul style="list-style-type: none"> <li>i. facts established in the context of audits or investigations carried out by the Court of Auditors, OLAF or internal audit, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body;</li> <li>ii. non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics;</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>

iii. decisions of the ECB, the EIB, the European Investment Fund or international organisations;		
iv. decisions of the Commission relating to the infringement of the Union's competition rules or of a national competent authority relating to the infringement of Union or national competition law; or		
v. decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.		

## **II – Situations of exclusion concerning natural persons with power of representation, decision-making or control over the legal person**

**Not applicable to natural persons, Member States and local authorities**

(2) declares that a natural person who is a member of the administrative, management or supervisory body of the above-mentioned legal person, or who has powers of representation, decision or control with regard to the above-mentioned legal person (this covers company directors, members of management or supervisory bodies, and cases where one natural person holds a majority of shares) is in one of the following situations:	YES	NO	N/A
Situation (c) above (grave professional misconduct)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (d) above (fraud, corruption or other criminal offence)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (e) above (significant deficiencies in performance of a contract )	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (f) above (irregularity)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## **III – Situations of exclusion concerning natural or legal persons assuming unlimited liability for the debts of the legal person**

(3) declares that a natural or legal person that assumes unlimited liability for the debts of the above-mentioned legal person is in one of the following situations:	YES	NO	N/A
Situation (a) above (bankruptcy)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (b) above (breach in payment of taxes or social security contributions)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## **IV – Grounds for rejection from this procedure**

(4) declares that the above-mentioned person:	YES	NO
h) has distorted competition by being previously involved in the preparation of procurement documents for this procurement procedure.	<input type="checkbox"/>	<input type="checkbox"/>

## **V – Remedial measures**

If the person declares one of the situations of exclusion listed above, it must indicate measures it has taken to remedy the exclusion situation, thus demonstrating its reliability. This may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines. The relevant documentary evidence which illustrates the remedial measures taken must be provided in annex to this declaration. This does not apply for situations referred in point (d) of this declaration.

## VI – Evidence upon request

Upon request and within the time limit set by the contracting authority the person must provide information on the persons that are members of the administrative, management or supervisory body. It must also provide the following evidence concerning the person itself and concerning the natural or legal persons which assume unlimited liability for the debt of the person:

For situations described in (a), (c), (d) or (f), production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.

For the situation described in point (a) or (b), production of recent certificates issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

## VII – Selection criteria

(5) declares that the above-mentioned person complies with the selection criteria applicable to it individually as provided in the tender specifications:	YES	NO	N/A
(a) It has the legal and regulatory capacity to pursue the professional activity needed for performing the contract as required in section [insert] of the tender specifications;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) It fulfills the applicable economic and financial criteria indicated in section [insert] of the tender specifications;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) It fulfills the applicable technical and professional criteria indicated in section [insert] of the tender specifications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

***The contracting authority must adapt the table above to the criteria indicated in the tender specifications (i.e. insert extra rows for each criterion or delete irrelevant rows).***

(6) if the above-mentioned person is the <b>sole tenderer</b> or the <b>leader in case of joint tender</b> , declares that:	YES	NO	N/A
(d) the tenderer, including all members of the group in case of joint tender and including subcontractors if applicable, complies with all the selection criteria for which a consolidated assessment will be made as provided in the tender specifications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## **VII – Evidence for selection**

The signatory declares that the above-mentioned person is able to provide the necessary supporting documents listed in the relevant sections of the tender specifications and which are not available electronically upon request and without delay.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

<b>Document</b>	<b>Full reference to previous procedure</b>
<i>Insert as many lines as necessary.</i>	

***The above-mentioned person may be subject to rejection from this procedure and to administrative sanctions (exclusion or financial penalty) if any of the declarations or information provided as a condition for participating in this procedure prove to be false.***

Full name

Date

Signature

**6.2. DRAFT FRAMEWORK CONTRACT**

### 6.3. MODEL GUARANTEE

## [MODEL] LETTER FOR PRE-FINANCING FIRST DEMAND GUARANTEE<sup>7</sup>

[Financial institution/Bank (Letterhead)]  
[Place/Date]

European Community  
Represented by the European Commission  
Directorate-General for Internal Market, Industry,  
Entrepreneurship and SMEs – [Unit]  
B – 1049 Belgium

**Reference:** Contract [N° and exact title]

### ARTICLE 1 – DECLARATION ON GUARANTEE, AMOUNT AND PURPOSE

We, the undersigned [name and address of the financial institution or bank] (hereinafter referred to as "the Guarantor") hereby confirm that we give the European Union, represented by the European Commission (hereinafter referred to as "the Commission"), an unconditional, irrevocable and independent first-demand guarantee consisting in the undertaking to pay to the Commission a sum equivalent to the amount of:

EUR [in figures: ...] (in words: ... EUR)

upon simple demand, for guarantee of the pre-financing(s) stipulated in the contract (N°/exact title, hereinafter referred to as the "contract") concluded between the Commission and [name and address], (hereinafter referred to as "the Contractor").

### ARTICLE 2 – EXECUTION OF GUARANTEE

If the Commission gives notice that the Contractor has for any reason failed to reimburse pre-financings paid by the Commission, we, acting by order and for account of the Contractor, shall undertake to immediately pay up to the above amount, in EUR, without exception or objection, into [Option 1: *a bank account designated by the Commission*] [Option 2: *the following bank account: (...)*], on receipt of the first written request from the Commission sent by registered letter or by courier with acknowledgement of receipt. We shall inform the Commission in writing as soon as the payment has been made.

### ARTICLE 3 – OBLIGATIONS OF THE GUARANTOR

1. We waive the right to require exhaustion of remedies against the Contractor, any right to withhold performance, any right of retention, any right of avoidance, any right to offset, and the right to assert any other claims which the Contractor may have against the Commission under the contract or in connection with it or on any other grounds.
2. Our obligations under this guarantee shall not be affected by any arrangements or agreements made by the Commission with the Contractor which may concern his obligations under the contract.

---

<sup>7</sup> The footnotes are internal instructions for the authorising officers only and must be deleted before the guarantee is signed.  
[Plain text]: items to be filled in. [*Text in italics*]: these items are optional and may be deleted depending on the context of the guarantee.



3. We shall undertake to immediately inform the Commission in writing, by registered letter or by courier with acknowledgement of receipt, in the event of a change of our legal status, ownership or address.

#### **ARTICLE 4 – DATE OF ENTRY INTO FORCE**

This guarantee shall come into force upon its signature. If, on the date of its signature, the [first] pre-financing has not been paid to the Contractor, this guarantee shall enter into force on the date on which the Contractor receives the [first] pre-financing.

#### **ARTICLE 5 – END DATE AND CONDITIONS OF RELEASE**

1. We may be released from this guarantee only with the Commission's written consent.
2. This guarantee shall expire on return of this original document by the Commission to our offices by registered letter or by courier with acknowledgement of receipt.
3. [Option 1: *This must occur at the latest one month after the payment of the balance under the contract has been made or three months after the issuance of the corresponding recovery order.*<sup>8</sup>]

[Option 2: *This must occur at the latest during the month after the pre-financing under the contract has been cleared through interim payment[s].*]

[Option 3: *This must occur in any case, at the latest, on (indicate a precise date*<sup>9</sup>*).*]

4. After expiry, this guarantee shall become automatically null and void and no claim relating thereto shall be receivable for any reason whatsoever.

#### **ARTICLE 6 – APPLICABLE LAW AND COMPETENT JURISDICTION**

##### *Option 1*

1. *This guarantee shall be governed by and construed in accordance with the law applicable to the contract.*
2. *The courts having jurisdiction for matters relating to the contract shall have sole jurisdiction in respect of matters relating to this guarantee.*

##### *Option 2*

*Any dispute concerning this guarantee shall be governed by and construed in accordance with the Law [of the country of establishment of the [Contractor][Bank]] and fall within the sole competence of the [corresponding national] Courts.*

#### **ARTICLE 7 - ASSIGNMENT**

The rights arising from this guarantee may not be assigned [*without our written consent*].

---

<sup>8</sup> In any case, this period should never be reduced.

<sup>9</sup> This mention has to be inserted where the law applicable to the guarantee imposes a precise expiry date.

Done at [insert place], on [insert date]

\_\_\_\_\_  
[Signature/  
Function at the Financial Institution/Bank]

[\_\_\_\_\_]   
[Signature/  
Function at the Financial Institution/Bank]

**6.4. FINANCIAL AND ECONOMIC CAPACITY OVERVIEW FORM (INVITATION TO TENDER  
No 636/PP/2017/FC)**

<b>Financial and Economic Capacity Overview</b>			
<b>Currency : EURO</b>		<b>Figures (000)</b>	
	<b>N*</b> (* most recent figures available)	<b>N-1</b>	<b>N-2</b>
<b>Total Balance Sheet</b>			
<b>TRADE DEBTORS</b> <i>Amounts due by commercial customers</i>			
<b>CAPITAL and RESERVES (Equity)</b> <i>Amounts owned by the company</i>			
<b>TRADE CREDITORS</b> <i>Amounts due to commercial suppliers</i>			
<b>SHORT TERM DEBT</b>			
<b>LONG TERM DEBT</b>			
<b>LIQUIDITY</b> <i>Bank accounts, cash at hand</i>			
<b><u>About PROFIT &amp; LOSS</u></b>			
<b>TURNOVER</b>			
<b>ORDINARY RESULT</b>			
<b>EXTRAORDINARY RESULT</b>			
<b>INCOME TAX</b>			
<b>NET RESULT</b>			

**You may add any data that you would consider of vital relevance for your organisation and for the understanding of the above figures.**

**Comments:** Please explain BRIEFLY important variations from one year to another if appropriate. In case of negative equity or repeated losses, please explain how the future of the organisation will be ensured.

**6.5. SUBCONTRACTOR / LETTER OF INTENT 636/PP/2017/FC**

*Insert title of this call*

The undersigned: .....

Name of the company/organisation: .....

Address: .....

Declares hereby the intention to collaborate in the execution of the tasks subject to the above call for tender, in accordance with the terms of the offer to which the present form is annexed, if the contract is awarded to ... .... *(name of the tenderer)*.

Declares hereby accepting the general conditions attached to the tendering specifications for this call for tender, and in particular art. II.24 in relation with checks and audits.

Full name	Date	Signature
.....		

## 6.6. POWER OF ATTORNEY

### POWER OF ATTORNEY – MODEL 1

# Agreement / Power of Attorney

## (DESIGNATING ONE OF THE COMPANIES OF THE GROUP AS LEADER AND GIVING A MANDATE TO IT)

We the undersigned:

- Signatory 1 (Name, Function, Company, Registered address, VAT Number)
- Signatory 2 (Name, Function, Company, Registered address, VAT Number)
- .....
- Signatory N (Name, Function, Company, Registered address, VAT Number),

Each of them having the legal capacity required to act on behalf of his/her company, HEREBY AGREE AS FOLLOWS:

In case the European Commission awards **[Framework]** Contract .... (« **the Contract** ») to Company 1, Company 2, ..., Company N (« **the Group Members** »), based on the joint offer submitted by them on ... ..... for the supply of ..... and/or the provision of services for ... (« **the Supplies and/or the Services** »).

(1) As co-signatories of the Contract, all the Group Members:

- (a) Shall be jointly and severally liable towards the European Commission for the performance of the Contract.
- (b) Shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the Supplies and/or the Services.

(2) To this effect, the Group Members designate Company X as **Group Leader**. *[N.B.: The Group Leader has to be one of the Group Members]*

(3) Payments by the European Commission related to the Supplies or the Services shall be made through the Group Leader's bank account .*[Provide details on bank, address, account number, etc.].*

(4) The Group Members grant to the Group Leader all the necessary powers to act on their behalf in connection with the Supplies and/or the Services. This mandate involves in particular the following tasks:

- (a) The Group Leader shall sign any contractual documents—including the **[Framework]** Contract, **[Specific Agreements]** and Amendments thereto—and issue any invoices related to the Supplies or the Services on behalf of the Group Members.
- (b) The Group Leader shall act as single point of contact for the European Commission in connection with the Supplies and/or the Services to be provided under the Contract. It shall co-ordinate the provision of the Supplies and/or the Services by the Group Members to the European Commission, and shall see to a proper administration of the Contract.

Any modification to the present agreement / power of attorney shall be subject to the European Commission's express approval.

This agreement / power of attorney shall expire when all the contractual obligations of the Group Members towards the European Commission in connection with the Supplies and/or the Services to be provided under the Contract have ceased to exist. The parties cannot terminate it before that date without the Commission's consent.

Signed in ..... on .....

Name

Function

Company

Name

Function

Company

Name

Function

Company

Name

Function

Company

## POWER OF ATTORNEY – MODEL 2

# Agreement / Power of Attorney

### (CREATING THE GROUP AS SEPARATE ENTITY, APPOINTING A GROUP MANAGER AND GIVING A MANDATE TO HIM/HER)

We the undersigned:

- Signatory 1 (Name, Function, Company, Registered address, VAT Number)
- Signatory 2 (Name, Function, Company, Registered address, VAT Number)
- .....
- Signatory N (Name, Function, Company, Registered address, VAT Number),

Each of them having the legal capacity required to act on behalf of his/her company, HEREBY AGREE AS FOLLOWS:

In case the European Commission awards **[Framework]** Contract .... (« **the Contract** ») to Company 1, Company 2, ..., Company N (« **the Group Members** »), based on the joint offer submitted by them on ... ..... for the supply of ..... and/or the provision of services for ... (« **the Supplies and/or the Services** »).

(1) As co-signatories of the Contract, all the Group Members:

- (a) Shall be jointly and severally liable towards the European Commission for the performance of the Contract.
- (b) Shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the Supplies and/or the Services.

(2) To this effect, the Group Members have set up under the laws of ..... the Group ..... (« **the Group** »). The Group has the legal form of a ..... [*Provide details on registration of the Group: VAT Number, Trade Register, etc.*].

(3) Payments by the European Commission related to the Supplies or the Services shall be made through the Group's bank account . [*Provide details on bank, address, account number, etc.*].

(4) The Group Members appoint Mr/Ms ..... as **Group Manager**.

(5) The Group Members grant to the Group Manager all the necessary powers to act alone on their behalf in connection with the Supplies and/or the Services. This mandate involves in particular the following tasks :

- (a) The Group Manager shall sign any contractual documents—including the **[Framework]** Contract, **[Specific Agreements]** and Amendments thereto—and issue any invoices related to the Supplies or the Services on behalf of the Group Members.
- (b) The Group Manager shall act as single point of contact for the European Commission in connection with the Supplies and/or the Services to be provided under the Contract. He/she shall co-ordinate the provision of the Supplies and/or the Services by the Group Members to the European Commission, and shall see to a proper administration of the Contract.

Any modification to the present agreement / power of attorney shall be subject to the European Commission's express approval.

This agreement / power of attorney shall expire when all the contractual obligations of the Group Members towards the European Commission in connection with the Supplies and/or the Services to be provided under the Contract have ceased to exist. The parties cannot terminate it before that date without the Commission's consent.

Signed in ..... on ..... ..

Name

Function

Company

Name

Function

Company

Name

Function

Company

Name

Function

Company



## 6.7. CHECKLIST OF DOCUMENTS TO BE SUBMITTED IN THE E-SUBMISSION APPLICATION

The purpose of the table below is to facilitate the preparation of the tender by providing an overview of the documents that must be included (marked by ■) depending on the role of each economic operator in the tender (joint tender leader in joint bid, partner in joint bid, sole tenderer, subcontractor).

Some of the documents are only relevant in cases of joint bids or when subcontractors are involved. Additional documents might be necessary depending on the specific characteristics of each tender.

Description	Joint tender leader in joint bid	Partners in joint bid	Sole tenderer	Sub-contractor(s)
Power of attorney of partners in joint bid indicating the group leader ( <a href="#">see annex 6.6</a> )		■		
Letter of intent of subcontractor ( <a href="#">see annex 6.5</a> )				■
Legal Entity Form ( <a href="#">see section 4.2.1</a> )	■	■	■	■
Supporting documents for the Legal Entity File Form	■	■	■	
Financial Identification form ( <a href="#">see section 4.2.1</a> )	■		■	
Exclusion and selection Criteria form ( <a href="#">see section 5.1.1</a> and <a href="#">annex 6.1</a> )	■	■	■	■
Evidence of Economic and financial capacity ( <a href="#">see section 5.2.2</a> and <a href="#">annex 6.4</a> )	■	■	■	
Evidence of Technical and professional capacity ( <a href="#">see section 5.2.3</a> ) Go to the following page to fill in the CV: <a href="http://europass.cedefop.europa.eu/en/documents/curriculum-vitae">http://europass.cedefop.europa.eu/en/documents/curriculum-vitae</a>	■	■	■	■
<i>Evidence of capacity to pursue the professional activity (<a href="#">see section 5.2.4</a>)</i>	■	■	■	■

The following sections must be provided in the bid, their absence would mean rejection of the bid for incompleteness:

Description	Joint tender leader or sole tenderer
Technical Offer (see section <a href="#">4.2.4</a> )	■

and <a href="#">1.</a> )	
Financial Offer ( <a href="#">see section 4.2.5</a> )	■

Once all information and documents have been encoded and uploaded in the e-Submission application and you consider that the tender is complete, the application will require you to download the Tender Report generated by the e-Submission application. It will have to be signed (hand signature or electronic signature) and uploaded, as explained in point 1.2 of the Annex: e-Submission application guide.

Description	Joint tender leader in joint bid	Partners in joint bid	Sole tenderer	Sub-contractor	Where to upload a document in e-Submission
Tender Preparation Report	■		■		In Step "Tender Report" of the e-Submission wizard

## 6.8. SCENARIOS

As explained in sections 4.2.4, 4.2.5 and 5.3 of the Tender Specifications, the Commission will assess the merit of each tender against the qualitative evaluation criteria listed under section 5.3.

To that end, the Commission has drafted **three** "scenario" for which tenderers are to submit a proposal. There must be a distinct proposal for each scenario.

In the drafting of their proposals, tenderers are requested to bear in mind the qualitative award criteria 3 and 4 listed under section 5.3 which will be used to assess the strengths and weaknesses of each scenario proposal.

The Tenderer shall propose the specific profiles required to execute tasks described under each scenario. The Tenderer shall add a clear explanation on how the profiles and total number of person/days of the project team are determined.

### ***6.8.1. Scenario No 1: WRC-19 preparations<sup>10</sup>***

Each year many regulatory meetings take place to prepare for the WRC-19 and some of those meetings deal with issues that have the potential to affect the operation of the EUSP. These take place at the ITU or/and within CEPT.

The following three meetings will occur at different times over a 3-month period during the course of a specific contract:

1. PTD meeting, Duration: 8 days. Location: Paris
2. WP5A meeting, Duration: 8 days. Location: Brussels
3. CPG meeting, Duration: 4 days. Location: Madrid

The tenderer is requested to submit a proposal as to how it would best represent the interests of the EUSP at these meetings given that the following activities will occur:

At the PTD meeting:

- Inputs on a variety of radio issues will be discussed including documents from the WP5A on proposed RLAN access in the 5GHz band used by Copernicus. Some inputs are not favourable to Copernicus; the tenderer should explain how they would handle this situation.

At the WP5A meeting:

- WP5A will consider whether an allocation can be made that specifically supports RLAN use in a frequency band shared with Copernicus. As part of the bid, the tenderer will provide an outline of an input considering the compatibility of EESS with Copernicus and explain how it would be submitted to the meeting.

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<sup>10</sup> It refers to Task 1 of the framework contract

At the CPG meeting:

- CPG will consider all proposals on WRC-19 issues including a proposal by the PTD to use frequencies shared with Copernicus.
- The CPG has previously requested that the Copernicus positions on satellite related WRC-19 agenda items be presented.
- The tenderer should explain how they will work with stakeholders to help achieve a position favourable to Copernicus.

Tenderers should note that the Commission expects to be briefed at least 1 week before each meeting on salient issues to be discussed. The Commission will also expect a report on the meeting activities within 2 weeks after the closure of the meeting.

Tenderers are asked to submit as part of their proposal a full explanation as to how they would handle these tasks. All costs related to the participation to the envisaged meetings are to be identified.

### **6.8.2. Scenario No 2: Non-WRC issues<sup>11</sup>**

Many regulatory meetings take place each year on general radio regulatory topics and some of these may affect the operation of the EUSP. These take place at the ITU or within CEPT.

The following three meetings will occur at different times over a 3-month period during the course of a specific contract:

1. WP4C meeting, Duration: 8 days. Location: Geneva
2. SE40 meeting, Duration: 2 days. Location: Mainz
3. SE40 meeting, Duration: 2 days. Location: Copenhagen

The tenderer is requested to submit a proposal as to how they would represent the interests of the EUSP at these meetings given that the following activities will occur:

At the WP4C meeting:

- Inputs on a variety of satellite issues will be discussed including development of an ITU-R recommendation on RNSS adjacent band compatibility. As part of the bid, the tenderer should provide an outline of a technical paper showing the impacts of various radio services if they were deployed in a band adjacent to an RNSS allocation and explain how it would be submitted to the meeting.

At the SE40 meeting in Mainz:

- Inputs on a variety of satellite issues will be discussed including the existing technical parameters for compatible operation of RNSS pseudolites. As part of the bid, the tenderer should outline an input paper showing that the pseudolite parameters intended to protect reception of RNSS signals may need to be revised and explain how it would be submitted to the meeting.

At the SE40 meeting in Copenhagen:

- There will be further technical inputs on the RNSS pseudolite topic. The tenderer will be expected to defend previously submitted technical documents and comment on counter documents provided by other meeting attendees. The tenderer should explain how they will work with stakeholders to help achieve a position favourable to RNSS.

Tenderers should note that the Commission expects to be briefed at least 1 week before each meeting on salient issues to be discussed. The Commission will also expect a report on the meeting activities within 2 weeks after the closure of the meeting.

Tenderers are asked to submit as part of their proposal a full explanation as to how they would handle these tasks. All costs related to the participation to the envisaged meetings are to be identified.

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<sup>11</sup> It refers to Task 2 of the framework contract

### **6.8.3. Scenario No 3: Support for ITU Coordination<sup>12</sup>**

In the course of day-to-day activity other radio systems request ITU coordination to discuss compatibility of their systems with Galileo, with the aim to complete ITU Coordination for their system. Most often this occurs for the TT&C frequencies used by Galileo around 2GHz.

The following ITU Coordination requests will occur over a 6-month period during the course of a specific contract:

- GSO satellite system "Sat1"<sup>13</sup>
- nGSO satellite system "Sat2"
- nGSO satellite system "Sat3"
- nGSO satellite system "Sat4"
- GSO satellite system "Sat5"
- GSO satellite system "Sat6"
- nGSO satellite system "Sat7"
- nGSO satellite system "Sat8"
- nGSO satellite system "Sat9"
- nGSO satellite system "Sat10"

The tenderer is asked to submit a proposal as to how they would support the interests of Galileo in dealing with the ITU coordination requests:

#### **Coordination**

- Sat1-10 are satellite systems that intend to use the space operations bands 2025-2110 and 2200-2290 MHz for TT&C communications with their satellites.
- Sat1-10 satellite filings were submitted to the ITU after those of Galileo.

Tenderers should note that the Galileo system is expected to determine whether or not coordination can be completed with the Sat1-10 systems. The tenderer is expected to support the decision making on this process and provide any technical analysis needed.

Tenderers are asked to submit as part of their proposal a full explanation as to how they would handle these tasks.

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<sup>12</sup> It refers to Task 3 of the framework contract

<sup>13</sup> "Sat1-10" are fictional satellite systems

## 6.9. Template for financial offers

Annex 6.9	Scenario 1			Scenario 2			Scenario 3		
Human resources and travel prices	Unit price	Quantity	Total Scenario 1	Unit price	Quantity	Total Scenario 2	Unit price	Quantity	Total Scenario 3
Coordinator			0			0			0
Regulatory expert(s)			0			0			0
Technical expert(s)			0			0			0
Subtotal (1)			0			0			0
Travel to Brussels			0			0			0
Travel to Geneva			0			0			0
Travel to Madrid			0			0			0
Travel to Mainz			0			0			0
Travel to London			0			0			0
Travel to Paris			0			0			0
Subtotal (2)			0			0			0
TOTAL (1+2)			0			0			0
TOTAL PRICE (Scenarios 1+2+3)			0						