



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

## **CALL FOR TENDER**

**No 632/PP/GRO/RCH/17/9876**

**EGNOS HIGH ACCURACY SERVICE ANALYSIS**

**Open procedure**

**TENDER SPECIFICATIONS**

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## **1. TECHNICAL SPECIFICATIONS**

EGNOS (European Geostationary Navigation Overlay Service) currently provides augmentation to the Global Positioning System (GPS) Standard Positioning Service (SPS). EGNOS augments GPS using the L1 (1,575.42 MHz) Coarse/ Acquisition (C/A) civilian signal function by broadcasting correction data and integrity information for positioning and navigation applications over Europe.

EGNOS provides three services:

- Safety of Life (SoL) Service, which is intended for transport applications in different domains where lives could be endangered if the performance of the navigation system is degraded below specific accuracy limits without giving notice to the user within the specified time to alert (see [R.1]).
- Open Service (OS), which provides timing and positioning services to any user equipped with an appropriate GPS/SBAS compatible receiver with no specific receiver certification required (see [R.2]).
- EGNOS Data Access Service (EDAS), which is intended for users who require EGNOS products for commercial and professional use (see [R.3]).

The possibility to provide high accuracy<sup>1</sup> became reality when the International GNSS Service (IGS) started providing data necessary for Precise Point Positioning via the internet in real time. The Japanese regional augmentation system QZSS is currently providing a real time PPP service (see [R.5] and [R.6]) through an experimental signal since June 2011 and Galileo will soon provide a high accuracy service (see [R.7]). In Europe a test campaign has been carried out by CNES and Thales Alenia Space in 2016 that assessed what initial performance a High Accuracy service could provide with EGNOS (see [R.4]): by using more accurate GNSS corrections in the SBAS GEO E5b band, after a convergence time of 1 hour, the performance achieved by a static receiver is in the order of 7-10 cm. Another study [R.8] achieved faster convergence times by using precise ionospheric corrections. The High Accuracy service could also provide timely warnings about the integrity of the positioning service.

Now that technical feasibility has been demonstrated, benefits provided by such a High Accuracy service need to be compared with other similar services and with the relevant service implementation costs before a decision can be taken on whether to implement an EGNOS High Accuracy Service. The European Commission foresees to provide High Accuracy with the Galileo Commercial Service (CS) however this does not preclude studying how other High Accuracy services could be provided either as a complement to or in combination with Galileo CS, as mentioned below.

The present contract analyses potential user needs for a High Accuracy (HA) Service in view of EGNOS added value (EGNOS RIMS data, payload available to broadcast on E5b frequency on EGNOS GEO, etc.) to determine under what condition it would be beneficial to implement a HA service in the timeframe 2020-2035. The analysis shall focus on the user requirements identification and on the service provision analysis and it shall not assess how to implement the service technically at system level.

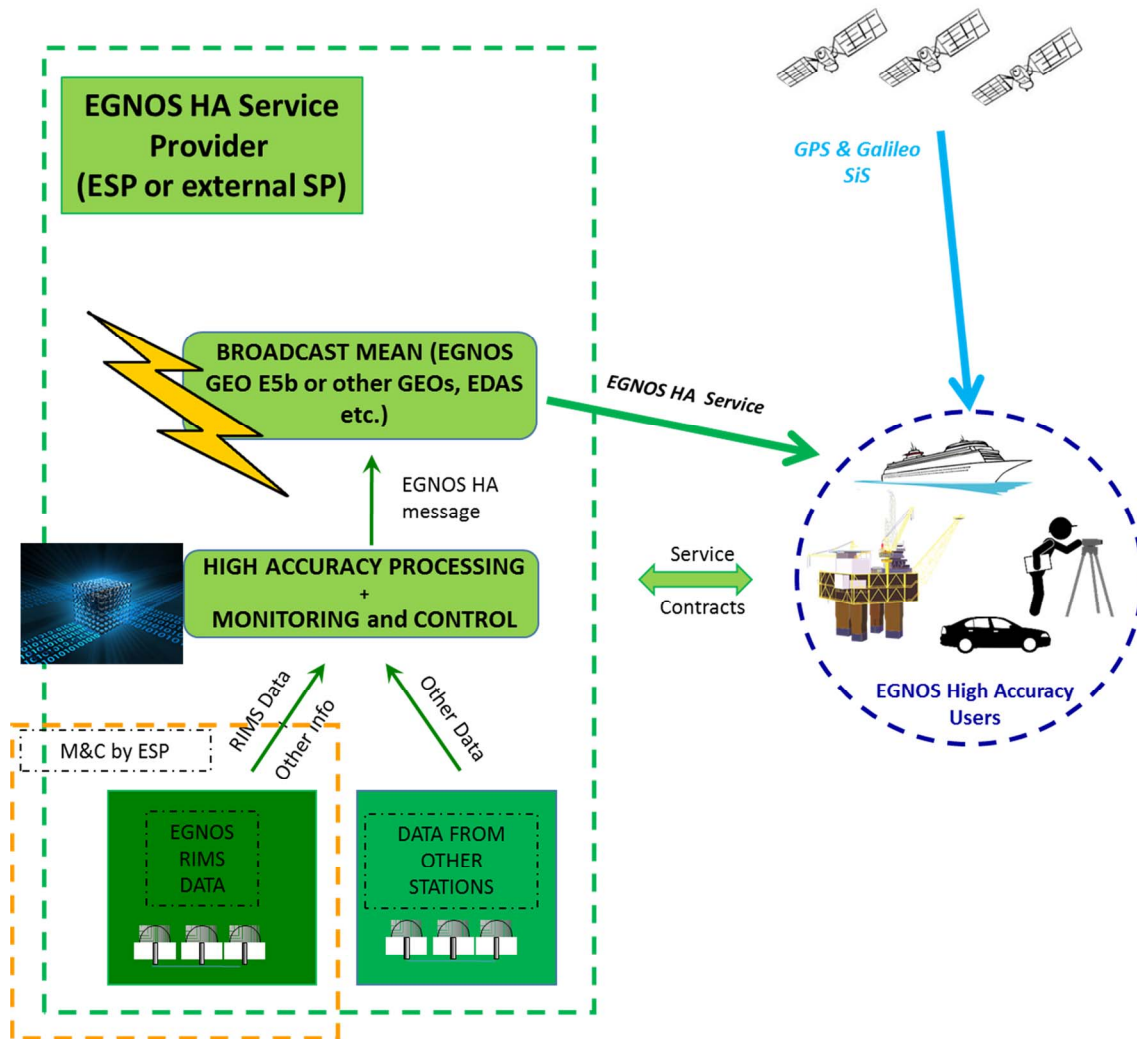
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<sup>1</sup> For the purpose of this document, high accuracy service means a service that delivers position accuracy better than 10cm

The Contractor shall take the following assumptions:

- A High Accuracy Service provided by EGNOS is a service using EGNOS data and/or providing service to end users via the EGNOS system infrastructure. It can use RIMS raw data (i.e. GPS L1 L5 and Galileo E1 E5a data and measurements) and may use additional information as complementary input. Such data provided by sources external to EGNOS can be proposed, if required to meet the HA service requirements.
- No modification on the current numbers and locations of EGNOS RIMS sites as listed in [A.1]
- Technical solutions which require changing the EGNOS V3 system architecture shall not be analysed. Therefore, the cost analysis of modifications to the EGNOS System is out of scope of this study.
- The High Accuracy Service shall be provided by a Service Provider who might differ from the EGNOS Service Provider.
- Technical detailed design of the transmission means of the high accuracy data to end users via EGNOS is outside the scope of the current contract; however, the respective merits of the various ways to transmit the value added message from the HA service provider to end users shall be analysed (e.g. transmission through EGNOS E5b Signal-in-Space, through EDAS, through other means of communication).
- The EGNOS High Accuracy service is provided independently from the other EGNOS services and must not disrupt the provision of the other EGNOS services (notably the EGNOS SoL service).

The figure below provides an indicative High Accuracy service concept architecture for EGNOS.



*Figure 1: EGNOS High Accuracy Service – High Level Concept*

Bearing in mind the foreseen availability of Galileo Commercial Service [R.7], described in section §1.1.7, the study shall take Galileo CS into account in the competitive analysis and shall define the potential added value of an EGNOS HA Service.

The main activities of the study are the following:

- 1) Analyse the competitive landscape in Europe and abroad, providing an overview of which companies/service providers are already active in delivering high accuracy solutions in each user domain (e.g. Rail, Maritime, Survey, Agriculture).
- 2) Identify user needs for High Accuracy in each user domain and the Service performance required. The contractor shall also analyse the potential user need for integrity, as service differentiator for critical applications requiring a timely detection of potential errors in estimates of the user position.
- 3) Define the most demanding user requirements for the High Accuracy service and have them validated by a group of experts in the relevant domains.

- 4) Analyse the potential High Accuracy Service provision scheme, either via the EGNOS Service Provider or via dedicated service providers, and determine the main service requirements. Technical design of the transmission mean remains outside the scope of the current contract.
- 5) Define the concrete implementation steps and a timeline for the operational introduction of the EGNOS High Accuracy service.
- 6) Analyse the Costs and Benefits of a High Accuracy service from the point of view of Users and of the High Accuracy Service Provider.

### 1.1. DESCRIPTION OF TASKS

The following sub-sections describe the list of tasks to be carried out under this contract.

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.

#### 1.1.1. Task 0 – Management

The main management activities to be performed during the contract are:

- Contractual management
- Organisation and coordination of internal communication flow
- Documentation management
- Track project status and reporting
- Establish and maintain the travel plan
- Review and verification of deliverables
- Organisation of key-point meetings (calling notice, agenda and minutes)
- Identify needs for interfaces with external entities
- Ensure coordination between the different activities as necessary
- Quality Management

The deliverables for Task 0 are:

| Ref. | Name                      | Issue | Delivery |
|------|---------------------------|-------|----------|
| D010 | Project Management Plan   | 1.0   | Proposal |
|      |                           | 2.0   | T0+1m    |
| D021 | Progress Report #1 (KPM1) | 1.0   | T0+2m    |
| D022 | Progress Report #2 (KPM2) | 1.0   | T0+5m    |
| D023 | Progress Report #3 (MTR)  | 1.0   | T0+9m    |
| D024 | Progress Report #4 (KPM3) | 1.0   | T0+13m   |

The execution of the tasks begins as from the the entry into force of the contract (signature of the contract by the last party)(T0). A kick-off meeting will take place in Brussels, at the latest 15 days following the signature of the contract, in order to settle all details of the project to be undertaken. The Tenderers shall provide a **Project Management Plan** in the proposal and, one month after the kick-off meeting, the Contractor will be requested to provide an updated issue of the Plan.

### *1.1.2. Task 1 – User needs, Market Forecast & Competitive analysis*

When users are looking for improved accuracy in the position estimation, the wording “high accuracy” commonly refers to requirements below 10cm (see Figure 2). Current solutions use a communication link to retrieve complementary information needed to improve the position estimation accuracy. Today, different solutions are available and the market is becoming more competitive.

The Contractor shall carry out the following activities:

Task1.1. Review and update, if needed, the analysis of the applications and the application domains provided in CFI.2 for the following application domains: Agriculture, Road, Mapping, Surveying and Construction, Offshore and Commercial Marine. Other application domains can be considered in addition, if relevant. Applications shall be categorised based on their level of criticality (i.e. critical<sup>2</sup> versus non-critical) and the analysis shall identify all regulations, directives and standards (if any) applicable to the analysed domains; this information shall be provided in the Issue 1.0 and 2.0 of D110

Task1.2. Identify the key players for provision of High Accuracy services in Europe and abroad and define stakeholders of the value chain; this information shall be provided in the Issue 1.0 and 2.0 of D110

Task1.3. Identify the **key decision criteria** for each stakeholder (i.e. HA Service Provider, device manufacturers, chipset manufacturers, end users) that motivates their decision to provide or adopt a High Accuracy Service; this information shall be provided in the Issue 1.0, 2.0, and 3.0 of D110

Task1.4. Perform a **competitive analysis** of the **HA service providers in the market**, then **project the market size and relative percentage of the total business** for the various levels of positioning accuracy in the time window 2020-2035 (see Figure 2):

- ✓ for the application domains identified in Task 1.1;
- ✓ for various classes of receivers;
- ✓ with consideration of additional features that would differentiate offers (e.g. integrity).

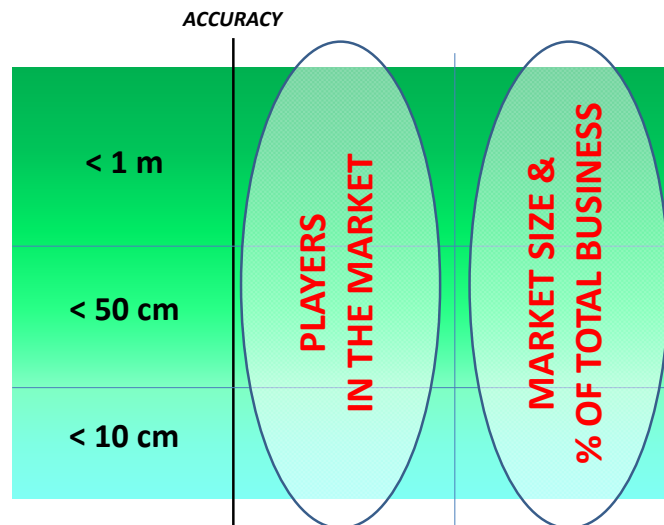
The Contractor shall perform a competitive analysis of existing offers then forecast likely evolutions of their respective strengths and weaknesses until 2035 such as service coverage area, level of HA service performance provided and price of each service level offered, list of augmented GNSS, time to first fix, performance commitment, confidence level in the information provided, time to alert, service guarantee and liability of the service provider, user support features. The purpose of the task is to define the likely competitive landscape when a new service would enter the market in the time window 2020-2035 and to consequently define the window of opportunity for service introduction.

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<sup>2</sup> critical applications are those for which unavailability of the HA service would cause a commercial, legal or safety impact on the user, such as autonomous driving, machine control, cargo handling, marine offshore, etc.



A first draft of this analysis shall be provided in the Issue 1.0 and 2.0 of D110, while the final results shall be provided in the Issue 3.0.



*Figure 2: Market Impact Analysis*

Task1.5. Following the analysis of the applications and the relevant market size, the Contractor shall identify the most demanding user requirements in terms of the most stringent technical performance, including the need for integrity or specific convergence time that the system would need to guarantee. To validate this analysis, the Contractor shall organize dedicated working sessions with key experts in the relevant domains; a first iteration on the user requirements with these experts shall take place before providing Issue 2.0 of D110 and the final version in the issue 3.0.

Task1.6. Following Task 1.4, the Contractor shall propose how a new service offer should be positioned to enter the market in the time window 2020-2035 and consequently propose a SWOT analysis of a High Accuracy Service provided by EGNOS (i.e. a service using EGNOS data and/or providing service to end users via the EGNOS system infrastructure). The SWOT analysis shall be provided in the Issue 2.0 of D110 and included in the final version of D110. Regarding Opportunities and Threats, the Contractor shall consider when the EGNOS HA service should be introduced in the market and determine to which extent introduction of the EGNOS HA Service would cause disruption to competitors.

In this analysis, the Contractor shall notably compare the EGNOS HA Service with the Galileo Commercial Service (as defined in [R.7], CFI.1, and CFI.2) in order to identify:

- commonalities and differentiators
- target users
- users' decision criteria that would orient their choice towards either Galileo CS or an EGNOS HA service

Cost comparison between the EGNOS HA service and the Galileo CS service is out of the scope of the study.

The description of stakeholders in Task 1.2 will be used to identify which CBAs to carry out in Task 3 while the performance requirements of Task 1.5 will be used, together with the outcomes of Task 2, to assess the service implementation costs to perform the CBAs.

The deliverables for Task 1 are:

| Ref. | Name   | Issue | Milestone |
|------|--|-------|-----------|
| D110 | High Accuracy User needs, Market Forecast & Competitive analysis | 1.0   | KPM1      |
|      |  | 2.0   | KPM2      |
|      |  | 3.0   | MTR       |

### 1.1.3. Task 2 – High Accuracy Service Requirements and Implementation Roadmap

Task 2 will focus on the definition of service requirements for the High Accuracy service to support critical real-time applications. The Contractor shall consider a High Accuracy Service based on (1) data coming from the EGNOS RIMS sites (see [A.1]) or (2) data coming from the EGNOS RIMS sites complemented by data coming from external networks. RIMS data consist of GPS L1/L5 and Galileo E1/E5a raw data (observation and navigation).

The main activities to be carried out are:

Task2.1. Propose which service provision schemes can be set-up, including the definition of, at least:

- Service Levels, with their corresponding service area,
- the service delivery chain (e.g. through EGNOS with use of the E5b SiS of a GEO, through EDAS),
- the role and responsibilities of each entity in the service delivery chain (e.g. EGNOS Service Provider, HASP, EGNOS system architect),
- the conditions under which the Galileo CS and the potential EGNOS HA Service can coexist (e.g. difference in end users service fee, different service levels, independent service delivery chain or with common elements, same Service Provider),
- the commercialisation schemes (e.g. service free of charge or with end users service fee, service provided through an external Service Provider or through the EGNOS Service Provider, ...). In case the HA Service Provider differs from the EGNOS Service Provider, the Contractor shall analyse the need for specific service contracts between the two entities to support the High Accuracy service provision and the associated liability (e.g. RIMS monitoring and control, RIMS maintenance).

The Service provision schemes shall be reported in D210 with an initial version (v1.0) based on the initial User Requirements defined in Task 1. The next iteration (v2.0) shall be based on the first iteration of the HA service requirements in D220 (v1.0). Potential inputs and revisions shall come from the CBAs performed in Task 3; the service provision schemes shall be updated in the last update of D210 (v3.0).

Task2.2. The Contractor shall define, as a minimum, high-level technical requirements for the service:

- the HA Service Level(s) with service volume analyses carried out to justify the corresponding service area
- the HA service access policy (e.g. controlled access, free to use) of each Service Level
- the HA data specification (e.g. data bits, correction refresh rate, message repetition rate, corrections latency).
- The data transmission means that could be used to provide the HA Service, defining requirements for transmission via satellite (EGNOS GEO E5b, other GEOs, MEOs, LEOs, etc.), via EDAS or via other means if appropriate.
- The HA Service Provider external interface requirements with EGNOS to access the RIMS data and other needed information (e.g. EGNOS RIMS status or other EGNOS

data). External interface requirements can be proposed with other sources of data or other broadcast means if need be (e.g. interface with Galileo to use data or to broadcast through the Galileo space segment)

- the data security (e.g. data authentication, keys management)

Additionally, the Contractor shall assess under what conditions a combined use of EGNOS HA and Galileo CS by the end user receiver could lead to a higher performance, more functionalities, flexibility or other advantages at end user level compared to using the EGNOS HA service alone.

These requirements shall be provided in D220 with versions delivered at KPM2 (v1.0) and MTR (v2.0) in parallel with the first version of D210; the final update shall be performed for the Final Review using inputs from the CBAs of Task 3.

Task2.3. Based on the information defined and provided in D210, the Contractor shall define pre-requisites for a Service operational introduction and the process required to implement the High Accuracy service. The Contractor shall define the role of respective stakeholders, interdependencies, their key decisions, the risks for each stakeholder with possible mitigation actions, the sequence of actions and the critical path. The purpose of the task is to provide information for the European Commission to consider whether to go ahead with the EGNOS HA Service implementation.

The service implementation roadmap shall, as a minimum, contain:

- the activities to be performed by respective stakeholders, their responsibilities (as defined in Task 2.1) and the associated risks from their perspective
- the key decisions to be taken, when they have to be taken and who are the relevant decision makers
- the dependencies between steps of the implementation process
- the critical path and an estimate of the duration of the implementation process

The deliverables related to Task 2 are:

| Ref. | Name   | Issue | Delivery |
|------|--|-------|----------|
| D210 | High Accuracy Service Provision Scheme       | 1.0   | KPM2     |
|      |  | 2.0   | MTR      |
|      |  | 3.0   | FR       |
| D220 | High Accuracy Service Requirements           | 1.0   | KPM2     |
|      |  | 2.0   | MTR      |
|      |  | 3.0   | FR       |
| D230 | High Accuracy Service Implementation roadmap | 1.0   | KPM3     |
|      |  | 2.0   | FR       |

### 1.1.4. Task 3 – Cost Benefit Analyses

The main objectives of this task are to identify the added value of the EGNOS High Accuracy service for end users and the conditions that render the service financially sustainable for a dedicated service provider. The cost of deploying the EGNOS system infrastructure upgrade needed for the HA service is out of scope for this contract; this infrastructure upgrade shall not be assumed to be borne by the HA Service Provider. The Contractor shall take into account the information contained in CFI.1 as a starting point for the activities of this task.

The following activities shall be carried out:

1. A Cost Benefit Analysis at User level that shall consider the benefit achieved thanks to the use of the new High Accuracy service (e.g. operational costs saving, improved operational capabilities and performance, additional operations enabled by the HA Service) versus cost of equipping for the service and potential service fees. The Contractor shall determine which users should be targeted and do the analysis for users among each of the following application domains: Agriculture, Road, Mapping, Surveying and Construction, Offshore and Commercial Marine.
2. A Cost Benefit Analysis at High Accuracy Service Provider level. The Contractor shall take into account
  - costs of service implementation (e.g. set up of the operational introduction of the service such as user support function, high accuracy processing function, monitoring and control of the service, etc.);
  - service operation and maintenance costs (i.e. recurring and non-recurring costs) for the High Accuracy SP in accordance with the service provision scheme;
  - the risk associated with performance commitment guarantees and the cost of mitigation actions (i.e. what will be required to ensure that the HA message maximum latency and minimum availability remain within the commitment).

Considering the outcome of Task 1.4, the Contractor shall assess the potential market for the HASP and consequently determine under what condition the HASP could provide a sustainable service. When identifying key enablers, the Contractor shall also take external factors into account such as the availability of standards, of new formats for HA data and of hybridised technologies at end users level.

An iteration of Task 3 shall be carried out with Tasks 1 and Task 2 to consolidate results.

The deliverables related to Task 3 are:

| Ref. | Name                                       | Issue | Delivery |
|------|--|-------|----------|
| D310 | CBA for Target users                       | 1.0   | KPM3     |
|      |  | 2.0   | FR       |
| D320 | CBA for the High Accuracy Service Provider | 1.0   | KPM3     |
|      |  | 2.0   | FR       |

If other CBAs are identified during the project, the relevant Deliverables shall be added and delivered like those listed here above.

#### **1.1.5. Indicative Schedule**

The following figure presents the preliminary project schedule according to the proposed tasks and milestones (the dates and task lengths are approximate and can be modified as per the tenderers' justified views, provided that the deliverables and milestones are not modified).

## 1. Technical specifications

|       |   | T0+ | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 |
|-------|---|-----|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|
| Tasks |   |     | ♦ | ♦ |   |   | ♦ |   |   |   | ♦ |    |    |    | ♦  |    |    |    |    | ♦  |
| 1     | User needs, Market Impact & Competitive scenario analysis |     | ♦ | ♦ |   |   | ♦ |   |   |   | ♦ |    |    |    |    |    |    |    |    | ♦  |
| 2     | High Accuracy Requirements and Implementation Roadmap     |     |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    | ♦  |
|       | Service Provision Scheme analysis                         |     |   |   |   |   | ♦ |   |   |   | ♦ |    |    |    |    |    |    |    |    | ♦  |
|       | HA Requirements definition                                |     |   |   |   |   | ♦ |   |   |   | ♦ |    |    |    |    |    |    |    |    | ♦  |
|       | Implementation Roadmap definition                         |     |   |   |   |   |   |   |   |   |   |    |    |    | ♦  |    |    |    |    | ♦  |
| 3     | Cost Benefit Analyses                                     |     |   |   |   |   |   |   |   |   | ♦ |    |    |    | ♦  |    |    |    |    | ♦  |

*Figure 3: Indicative Schedule*

The Tenderers are requested to provide, in their proposal, a critical analysis of the schedule above.

### 1.1.6. Applicable and Reference Documents

#### 1.1.1.1. Applicable Documents

- [A.1] EGNOS V3 RIMS Sites to be taken from: EGNOS V3 Phases C/D - Summary Statement of Work, Ref. ESA-EGN-V3-SOW-0024, Issue 1.0, 06/06/2016, <http://emits.sso.esa.int/emits-doc/ESTEC/8654App1.pdf>.

The list of EGNOS V3 sites will be confirmed to the Contractor at the KOM.

#### 1.1.1.2. Reference Documents

- [R.1] EGNOS Safety-of-life Service Definition Document EGN-SDD SoL, V3.1, 26/09/2016 ([https://www.gsa.europa.eu/sites/default/files/brochure-sol-sept-2016\\_v8\\_hr.pdf](https://www.gsa.europa.eu/sites/default/files/brochure-sol-sept-2016_v8_hr.pdf))
- [R.2] EGNOS Open Service Definition Document, EGN-SDD OS, V2.2, 12/02/2015 (<https://www.egnos-portal.eu/sites/default/files/EGNOS-open-service-sdd.PDF>)
- [R.3] EGNOS EDAS Service Definition Document, EGN-SDD EDAS, V2.1, 19/12/2014 ([https://www.gsa.europa.eu/sites/default/files/EGNOS-data-access-service-sdd\\_0.PDF](https://www.gsa.europa.eu/sites/default/files/EGNOS-data-access-service-sdd_0.PDF))
- [R.4] M. Aubault-Roudier et al., Demonstration: E5b Signal Containing Value-Added Information Broadcast in Real Time via the SES ASTRA-5B GEO Satellite, ION GNSS+ 2016, 12-16 September 2016, Portland (Oregon). ([http://www.ppp-wizard.net/Articles/NLES%20E5b%20-%20ION%20GNSS%202016\\_v7.pdf](http://www.ppp-wizard.net/Articles/NLES%20E5b%20-%20ION%20GNSS%202016_v7.pdf))
- [R.5] C.H. Wickramasinghe, L. Samarakoon, QZSS LEX message data for Precise Point Positioning, Coordinates magazine, March 2013 (<http://mycoordinates.org/qzss-lex-message-data-for-precise-point-positioning>)
- [R.6] K. Harima, Performance of Real-Time Precise Point Positioning Using MADOCA-LEX Augmentation Messages, FIG Congress 2014, Kuala Lumpur, Malaysia 16-21 June 2014 ([https://www.fig.net/resources/proceedings/fig\\_proceedings/fig2014/papers/ts03b/TS03B\\_c\\_hoy\\_li\\_et\\_al\\_6906.pdf](https://www.fig.net/resources/proceedings/fig_proceedings/fig2014/papers/ts03b/TS03B_c_hoy_li_et_al_6906.pdf))
- [R.7] COMMISSION IMPLEMENTING DECISION (EU) 2017/224 of 8 February 2017 setting out the technical and operational specifications allowing the commercial service offered by the system established under the Galileo programme to fulfil the function referred to in Article 2(4)(c) of Regulation (EU) No 1285/2013 of the European Parliament and of the Council. (<http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32017D0224>)
- [R.8] J. M. Juan, M. Hernández-Pajares, J. Sanz, P. Ramos-Bosch, A. Aragón-Àngel, R. Orús, W. Ochieng, S. Feng, M. Jofre, P. Coutinho, J. Samson, and M. Tossaint, Enhanced Precise

Point Positioning for GNSS, IEEE Transactions on Geoscience and Remote Sensing ·  
 October 2012  
<https://pdfs.semanticscholar.org/df7e/9f08e8571fa7fe36e8fe67550ef0a3944546.pdf>

#### 1.1.7. Customer Furnished Items

The following Customer Furnished Items (CFI) will be provided to the Contractor in order to carry out the requested tasks.

| #     | Title  | Delivery Date |
|-------|--|---------------|
| CFI.1 | Galileo Commercial Service and Open Service Navigation Message Authentication – Information Note, v1.1<br>(extract relevant to the CS only part) | KOM           |
| CFI.2 | European Commission Commercial Service Studies - preliminary User Requirements Document  | KOM           |
| CFI.3 | EGNOS V3 RIMS Sites - see [A.1]  | KOM           |

#### 1.1.8. List of Acronyms

|       |   |
|-------|---|
| ARAIM | Advanced Receiver Autonomous Monitoring           |
| CBA   | Cost Benefit Analysis                             |
| CFI   | Customer Furnished Item                           |
| CS    | Commercial Service                                |
| DFDC  | Dual Frequency Dual Constellation                 |
| DGPS  | Differential Global Positioning System            |
| EC    | European Commission                               |
| EDAS  | EGNOS Data Access Service                         |
| EGNOS | European Geostationary Navigation Overlay Service |
| ESP   | EGNOS Service Provider                            |
| EU    | European Union                                    |
| GNSS  | Global Navigation Satellite System                |
| GPS   | Global Positioning System                         |
| GSA   | European GNSS Agency                              |
| H2020 | Horizon 2020                                      |
| HA    | High Accuracy                                     |
| HASL  | High Accuracy Service Level                       |
| HASP  | High Accuracy Service Provider                    |
| IGS   | International GNSS Service                        |
| LEX   | L-band EXperiment                                 |
| OS    | Open Service                                      |

|      |  |
|------|--|
| RIMS | Ranging and Integrity Monitoring Stations        |
| SBAS | Satellite-Based Augmentation System              |
| SDD  | Service Definition Document                      |
| SiS  | Signal In Space                                  |
| SoL  | Safety-Of-Life                                   |
| SW   | Software   |
| SWOT | Strengths, Weaknesses, Opportunities and Threats |
| TBC  | To Be Confirmed                                  |
| TBD  | To Be Defined                                    |
| WP   | Work Package                                     |

## **1.2. BACKGROUND**

This contract will be conducted under the EU Framework Programme for Research and Development Horizon 2020 (H2020). More specifically, the H2020 Work Programme for 2017 contains a section (section 13) dedicated to EGNOS, Mission and Services related R&D activities." This action serves to determine the user benefits from the provision of new EGNOS High Accuracy service and to build a roadmap that captures the steps needed before operational introduction of the new features.

### ***1.2.1. Technical Proposal Preparation***

The tenderers shall explicitly incorporate in their proposals the following information:

- 1) Project management information:
  - a) Work Breakdown Structure (WBS)
  - b) Project Schedule
  - c) Work Package Description (WPD), including the efforts associated and the task (and/or sub-WPs) objective, inputs and outputs.
  - d) Preliminary project risk analysis, prepared ad-hoc for the project, to be maintained during the project and updated and provided at each PM.
- 2) A first iteration on the identification of Target users and application and related market segment characteristics.
- 3) A first iteration on the definition of the key element of the High Accuracy service scheme.
- 4) A first iteration on the key factors to take into account in the Cost benefit analyses.

### 1.3. REPORTS AND DOCUMENTS

The milestones of the project are listed in the Table below.

| Project Review |                     | Objective   | Schedule |
|----------------|---------------------|---|----------|
| KOM            | Kick-Off Meeting    | Kick-off of the activities  | T0+15d   |
| KPM1           | Key-Point Meeting 1 | Review of the HA Target Users & User Requirements.  | T0+2m    |
| KPM2           | Key-Point Meeting 2 | Review of the HA User Requirements and of the first iteration on the service provision schemes analysis   | T0+5m    |
| MTR            | Mid Term Review     | Review of the service provision schemes analysis. First iteration on the HA Requirements and on the HA Service Implementation roadmap. Definition of the CBAs criteria. | T0+9m    |
| KPM3           | Key-Point Meeting 3 | HA Requirements consolidation and second iteration on the HA Service Implementation Roadmap and on the CBAs.  | T0+13m   |
| FR             | Final Review        | Review of the Cost benefit analysis at User level and High Accuracy Service Provider level.   | T0+18m   |

*Table 1: Milestones Plan*

The key-point meetings will be organised by teleconference/videoconference and their frequency will be defined during the project accordingly to the progress of the activities and of the eventual criticalities. The Kick-Off Meeting, Mid Term Review and Final Review will take place in Brussels unless otherwise agreed by the European Commission.

As a minimum, the following deliverables shall be provided 2 weeks before the indicated milestone<sup>3</sup>:

| WP number  | ID   | Deliverable Name   | Issue      | Milestone         |
|--|------|--|------------|-------------------|
| <b>Task 0 - Management</b>   | D010 | Project Management Plan  | 1.0<br>2.0 | Proposal<br>T0+1m |
|  | D021 | Progress Report #1 (KPM1)  | 1.0        | KPM1              |
|  | D022 | Progress Report #2 (KPM2)  | 1.0        | KPM2              |
|  | D023 | Progress Report #3 (MTR)   | 1.0        | MTR               |
|  | D024 | Progress Report #4 (KPM3)  | 1.0        | KPM3              |
| <b>Task 1 – User needs, Market Forecast &amp; Competitive analysis</b> | D110 | High Accuracy User needs, Market Forecast & Competitive analysis | 1.0        | KPM1              |
|  |      |  | 2.0        | KPM2              |
|  |      |  | 3.0        | MTR               |

<sup>3</sup> This does not apply to the D010 document that shall be delivered at the indicated milestone



## 1. Technical specifications

| WP number   | ID   | Deliverable Name                             | Issue      | Milestone  |
|---|------|--|------------|------------|
| <b>Task 2 – High Accuracy Requirements and Implementation Roadmap</b> | D210 | High Accuracy Service Scheme                 | 1.0        | KPM2       |
|   |      |  | 2.0        | MTR        |
|   |      |  | 3.0        | FR         |
|   | D220 | High Accuracy Service Requirements           | 1.0        | KPM2       |
|   |      |  | 2.0        | MTR        |
|   |      |  | 3.0        | FR         |
|   | D230 | High Accuracy Service Implementation Roadmap | 1.0<br>2.0 | KPM3<br>FR |
| <b>Task 3 – Cost Benefit Analyses</b>                                 | D310 | CBA for High Accuracy Target users           | 1.0        | KPM3       |
|   |      |  | 2.0        | FR         |
|   | D320 | CBA for the High Accuracy Service Provider   | 1.0<br>2.0 | KPM3<br>FR |

Deliverables shall be drafted in English and supplied in electronic form, in MS Word and PDF. Up to 3 paper copies of the deliverables shall be delivered when requested by the EC. Any material to be presented or distributed to parties outside the Contract (slides, etc.) will have to be authorised by the Commission and considered part of the deliverables.

## **2. CONTRACTUAL CONDITIONS**

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

EGNOS High Accuracy Service Analyse Service Contract

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

The 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 10/2017.

The duration of the tasks shall not exceed 18 months.

The execution of the tasks may not start before the 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% (T0 +9) – Mid-Term Review
- and the balance of 40%.

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 I.4.1 of the 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 14.00 on 04.10.2017

at the following location:

*Office address:*

*European Commission  
Internal Market, Industry, Entrepreneurship and SMEs Directorate-General  
Unit 02: financial Management of space Programmes  
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](mailto: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](mailto: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=2515> 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



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

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) )

#### 3.6. 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).

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

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***

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 the technical specifications** in section 1.1.

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:

- (a) methodology for implementation;
- (b) reasons for the proposed methodology;
- (c) where applicable, the link with previous activities and how they relate to the present tender;
- (d) project management and procedures for internal evaluation;
- (e) level of involvement and activity of other stakeholders;
- (f) 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;
- (g) team proposed for implementation of the contract. The composition of the team, which will be implementing the project must be properly described. Team staff should be singled out by function (E.g. project managers, administrator, secretary, expert, technical assistant);
- (h) a plan of action with description of activities and their timing.

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 must use the following format to formulate their financial proposal

| <i>Price component</i> | <i>Unit price</i> | <i>Quantity</i> | <i>Total</i> |
|------------------------|-------------------|-----------------|--------------|
| Human resources        |                   |                 |              |
| Person X (role)        |                   |                 |              |
| Person Y (role)        |                   |                 |              |
| .....                  |                   |                 |              |
| Subtotal (1)           |                   |                 |              |
| Other                  |                   |                 |              |
| Item X                 |                   |                 |              |
| Item Y                 |                   |                 |              |
| .....                  |                   |                 |              |
| Subtotal (2)           |                   |                 |              |
| <b>TOTAL (1+2)</b>     |                   |                 |              |

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

a) **the amount in payment of the tasks executed**, as stated in Article I.4.1 of the contract.

*In any case, this amount constitutes the maximum amount payable for the services performed.*

For each category of staff to be involved in the project, the tenderer must specify:

- the total labour costs;
- the **daily rates** and **total number of days** (man-days) each member of staff will contribute to the project;
- other categories of costs, indicating the nature of the cost, the total amount, the unit price and the quantity. Flat-rate amounts should be avoided. If, exceptionally, they are used, specimen quotations for the flat-rate amounts must be provided;

b) *the amount corresponding to the reimbursable expenses.*

NOT APPLICABLE

- Meetings with the Commission:

The meetings of the project are listed in the Table 1: Milestones Plan.

The key-point meetings will be organised by teleconference/videoconference while the Kick-Off Meeting, Mid Term Review and Final Review will take place in Brussels unless otherwise agreed by the European Commission.

**Bids involving more than one legal entity must specify the amounts 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

## 5. Assessment and award of contract

| Ref. # | Financial and Economic capacity  |
|--------|--|
| 1.1    | Sufficient economic and financial capacity to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract. |
| 1.2    | Sufficient financial capacity in relation to the pre-financing foreseen under the contract (where relevant)  |
| 1.3    | Reliability of the mitigating measures presented to cover possible deficiencies in the evidence presented for the above criteria.                  |

| Ref. # | Technical and professional capacity   |
|--------|---|
| 2.1    | Minimum 2 persons with proven experience of at least five years in the field of satellite navigation and in assisted GNSS algorithms. |
| 2.2    | Minimum 2 persons with proven experience of at least five years in market analysis, risk analysis and cost benefit analysis.          |
| 2.3    | Minimum 2 persons with proven experience on provision of high accuracy services.  |

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 tenderers 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 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 criteria 2.1 and 2.2.***

- (b) a list of the services and activities carried out in the last three years, with the sums, dates and place. The list of the most important services shall be accompanied by certificates of satisfactory execution, specifying whether they have been carried out in a professional manner and have been fully completed;

***This evidence refers to selection criteria 2.3.***

- (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:

| Ref. #                        | Qualitative award criterion   | Weithing (max points) |
|-------------------------------|---|-----------------------|
| A.1                           | <b>Quality of content of the technical proposal</b> <ul style="list-style-type: none"> <li>➤ Clarity, relevance and completeness of the proposed methodology or approach to achieve the objectives required by the terms of reference in order to provide the services as requested.</li> <li>➤</li> </ul>  | 40                    |
| A.2                           | <b>Quality and adequacy of the project management:</b> <ul style="list-style-type: none"> <li>➤ Adequacy of the proposed management plan, including quality of the proposed planning, monitoring and evaluation, quality control process/mechanisms for ensuring a continuous service, product assurance and risk assessment.</li> <li>➤ Suitability of the use of equipment, tools or facilities at the disposal of the tenderer for the execution of the tasks and justification of their impact on the projects objectives.</li> </ul> | 30                    |
| A.3                           | <b>Adequacy of the proposed Team</b> <ul style="list-style-type: none"> <li>➤ Relevance of each team member's background for the duties allocated to him/her</li> <li>➤ Allocation of efforts per partner and the effort related to each activity in the work breakdown structure and work package descriptions</li> </ul>  | 30                    |
| <b>Total number of points</b> |   | <b>100</b>            |

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

#### ***Tenders scoring***

- *less than 65% in the overall points total or*

➤ *less than 50% in the points awarded for a single criterion will be excluded from the rest of the assessment procedure.*

Award criterion: **Total Price**

*Tenders presenting a total price superior to the maximum amount of 400 000 Euros will be excluded from*

The contract will be awarded to the tender which is the most economically advantageous on the basis of the ratio between the total points scored and the price.

| Final Evaluation  |
|---|
| <p><b>Total Scoring based on Price:</b></p> $\left(0.3 \times \frac{Price_{cheapest}}{Price_n} \times 100\right) + (0.7 \times Points_n)$ <p><b>Where:</b></p> <p><math>Price_{cheapest}</math> is the lower price among all the tenderers having passed the quality threshold</p> <p><math>Price_n</math> is the price of the Tenderer under evaluation</p> <p><math>Points_n</math> is the scoring in points of the Tenderer under evaluation</p> |

**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.

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

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.

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.

**6. ANNEXES**

**ANNEXES**

**6.1. EXCLUSION AND SELECTION CRITERIA FORM (INVITATION TO TENDER NO 632/PP/GRO/RCH/17/9876)**  
*[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><br>himself or herself | <i>(only for legal persons)</i> the following legal person:   |
| ID or passport number:<br><br>(‘the person’)            | Full official name:<br>Official legal form:<br>Statutory registration number:<br>Full official address:<br>VAT registration number:<br><br>(‘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:<br>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;<br>ii.non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of | <input type="checkbox"/> | <input type="checkbox"/> |

|   |  |  |
|---|--|--|
| the application of standards of professional ethics;<br>iii.decisions of the ECB, the EIB, the European Investment Fund or international organisations;<br>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<br>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 <i>[insert]</i> 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 <i>[insert]</i> 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:

| Document                                  | Full reference to previous procedure |
|---|--------------------------------------|
| <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 SERVICE CONTRACT**

### 6.3. MODEL GUARANTEE

## [MODEL] LETTER FOR PRE-FINANCING FIRST DEMAND GUARANTEE<sup>4</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.

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<sup>4</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>5</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>6</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*].

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<sup>5</sup> In any case, this period should never be reduced.

<sup>6</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 632/PP/GRO/RCH/17/9876)**

| <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>   |   |                      |            |
| TRADE DEBTORS<br><i>Amounts due by commercial customers</i>          |   |                      |            |
| CAPITAL and RESERVES (Equity)<br><i>Amounts owned by the company</i> |   |                      |            |
| TRADE CREDITORS<br><i>Amounts due to commercial suppliers</i>        |   |                      |            |
| SHORT TERM DEBT  |   |                      |            |
| LONG TERM DEBT   |   |                      |            |
| LIQUIDITY<br><i>Bank accounts, cash at hand</i>                      |   |                      |            |
|  |   |                      |            |
| <b><u>About PROFIT &amp; LOSS</u></b>                                |   |                      |            |
| TURNOVER   |   |                      |            |
| ORDINARY RESULT  |   |                      |            |
| EXTRAORDINARY RESULT   |   |                      |            |
| INCOME TAX   |   |                      |            |
| NET RESULT   |   |                      |            |

**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 632/PP/GRO/RCH/17/9876**

*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> )<br>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> | ■                                | ■                     | ■             | ■                 |

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 ( <a href="#">see section 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 |