EUROPEAN COMMISSION
ENTERPRISE AND INDUSTRY DIRECTORATE-GENERAL

Deputy Director-General

Brussels,
ENTR/GP2/PW (2011) ARES 1125984

Dear Sir/Madam,

Subject: Invitation to Tender – Call for tenders No ENTR/129/PP/ENT/SP2/11/5502

Ref.: Open procedure, OJ/S S221 17/11/2011 358551-2011-EN

Integrity GNSS Receivers

Thank you for your interest in the above-mentioned contract. We are pleased to enclose a copy of the tendering documents.

1. Lodging of the tender

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

The deadline for submission of tenders is:

30 – January – 2012

Tenders may be:

a) either sent by registered mail, (date of postmark serving as evidence of timely delivery); to the following address:

European Commission
Enterprise and Industry Directorate-General
Invitation to tender No: ENTR/129/PP/ENT/SP2/11/5502
Name of Unit, GP2: EU Satellite Navigation Programmes Legal, Financial and Institutional
Office address: Av. d'Auderghem 45, 07/285
B-1049 Brussels, Belgium

b) or sent by courier services (date of deposit slip serving as evidence of timely delivery), to the address below**,**

c) or delivered by hand, in person or by an authorised representative (date of acknowledgement of receipt by the Commission serving as evidence of timely delivery) to the following address:

Service central de réception du courrier *Avenue du Bourget, 1-3* *B-1140 Bruxelles, Belgique* ***The envelope should bear the above-mentioned address***

How to reach avenue du Bourget 1-3 : http://ec.europa.eu/enterprise/calls/hand_delivery.html

In case of hand-delivery, a receipt must be obtained as proof of submission, signed and dated by the official in the Commission's central mail department who took delivery. This department is open from 08.00 to 17.00 from Monday to Thursday and from 08.00 to 16.00 on Friday; it is closed on Saturdays, Sundays and Commission holidays.

Please note that for security reasons hand deliveries (including courier services) are not accepted in other Commission buildings.

2. Presentation of the tender

The tender must be submitted, in triplicate, (+ one electronic copy on CD/DVD) under double sealed cover.

The inner envelope should be addressed to the department indicated in a) and marked "**Invitation to tender ENTR/129/PP/ENT/SP2/11/5502"** and "**Not to be opened by the internal mail service**".

If self-adhesive envelopes are used, they must be sealed with adhesive tape and the sender must sign across the tape.

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

For further modalities on drafting your tender, please refer to section 4 of the tender specifications attached.

3. Acceptance of terms and conditions

Submission of a tender implies acceptance of the terms and conditions set out in this invitation to tender, in the specifications and in the draft contract and, where appropriate, waiver of the tenderer's own general or specific terms and conditions. It is binding on the tenderer to whom the contract is awarded for the duration of the contract.

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

4. Period of validity of the tender

The offer must remain valid for a period of 6 months following the final date for submitting tenders (see below). During this period, the tenderer may not modify the terms of his tender in any respect.

5. Contact between the tenderers and the Commission

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

6. Other provisions

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

Up to the point of signature, the contracting authority may either abandon the procurement or cancel the award procedure, without the tenderers being entitled to claim any compensation.

We look forward to receiving your tender.

Yours sincerely,

Paul Weissenberg

(signed)

Annex: Tendering documents including technical specifications and draft contract

European Commission
Enterprise & Industry Directorate General

CALL FOR TENDER

No ENTR/129/PP/ENT/SP2/11/5502

INTEGRITY GNSS RECEIVERS

Open procedure

OJ/S S221 358551-2011-EN 17/11/2011

TENDER SPECIFICATIONS

TABLE OF CONTENTS

1. TECHNICAL SPECIFICATIONS 7

1.1. INTRODUCTION 7
1.2. PURPOSE OF THE CONTRACT 7
1.3. BREAKDOWN OF THE WORK PACKAGES REQUIRED UNDER THIS CONTRACT 9
1.3.1. Work Package 0000: Management 9
1.3.1.1. Deliverable list 10
1.3.2. Work Package 1000: Application Selection and Characterisation 10
1.3.2.1. WP1010: Application Selection and Justification 10
1.3.2.2. WP1020: Application Characterisation 10
(a) Application Service Performance Metrics 11
(b) Traceability to Integrity Receiver Performance 11
1.3.2.3. Deliverable list 11
1.3.3. Work Package 2000: Environment Monitoring, Storage and Analysis Unit 12
1.3.3.1. WP2010: EMSAU Requirements Definition and Design Justification 13
1.3.3.2. WP2020: EMSAU Development, Integration and Testing 13
1.3.3.3. Deliverable list 14
1.3.4. Work Package 3000: Data Collection Phase 14
1.3.4.1. WP3010: Data Collection Preparation 14
1.3.4.2. WP3020: Data Collection Campaign 15
1.3.4.3. Deliverable list 16
1.3.5. Work Package 4000: Data Analysis 16
1.3.5.1. WP4010: Scenario Generation 16
1.3.5.2. WP4020: Fault Characterisation 16
1.3.5.3. Deliverable list 17
1.3.6. Work Package 5000: Design of Integrity Algorithms 17
1.3.6.1. WP5010: GNSS RF and Signal Processing Integrity 17
(a) Design of Algorithms at GNSS RF and Signal Processing Level 17
(b) Confidence Metrics at GNSS RF and Signal Processing Level 18
1.3.6.2. WP5020: PVT Integrity 18
(a) Design of Integrity Algorithms at PVT Level 18
(b) Integrity Performance Measurements at PVT Level 19
1.3.6.3. Deliverable list 20
1.3.7. Work Package 6000: Integrity Receiver Prototype Development and Testing 20
1.3.7.1. Deliverable list 21
1.3.8. Work Package 7000: Recommendations for the EU GNSS Programmes and EMSAU Training 21
1.3.8.1. Deliverable list 21
1.3.9. Milestones 21

ANNEX A: LIST OF DELIVERABLES 23

ANNEX B: LIST OF ACRONYMS 25

2. CONTRACTUAL CONDITIONS 26

2.1. NATURE OF THE CONTRACT 26
2.2. STARTING DATE OF THE CONTRACT AND DURATION OF THE TASKS 26
2.3. TERMS OF PAYMENT 26
2.4. GUARANTEES 27
2.5. PLACE OF PERFORMANCE 27
2.6. SUBCONTRACTING 27
2.7. JOINT OFFERS 28

3. ADMINISTRATIVE INFORMATION CONCERNING THE INVITATION TO TENDER 29

3.1. DATE AND PLACE OF OPENING OF THE TENDERS 29
3.2. CONTACT BETWEEN THE TENDERER AND THE COMMISSION 29
3.3. GENERAL TERMS AND CONDITIONS FOR THE SUBMISSION OF TENDERS 30
3.4. NO OBLIGATION TO AWARD THE CONTRACT 31
3.5. DATA PROTECTION 32
3.6. OPPORTUNITIES FOR SMALL AN D MEDIUM SIZED ENTERPRISES 32

4. FORM AND CONTENT OF THE TENDER 33

4.1. HOW TO SUBMIT A TENDER 33
4.2. STRUCTURE OF THE TENDER 33
4.2.1. Section One: Administrative proposal *34*
4.2.2. Section Two: The Exclusion Criteria Form *35*
4.2.3. Section Three: *Evidence relating to the selection criteria* *35*
4.2.4. Section Four: Technical proposal *36*
4.2.5. Section Five: Financial proposal *37*

5. ASSESSMENT AND AWARD OF CONTRACT 39

5.1. STAGE 1 – APPLICATION OF EXCLUSION CRITERIA AND EXCLUSION OF TENDERERS 39
5.1.1. Declaration *39*
5.1.2. Grounds for disqualification *39*
5.1.3. Evidence *40*
5.1.4. Administrative and financial penalties *41*
5.2. STAGE 2 - APPLICATION OF SELECTION CRITERIA (SELECTION OF TENDERERS) 41
5.2.1. Selection criteria *42*
5.2.2. Evidence of the economic and financial capacity of the service provider(s) *42*
5.2.3. Evidence of the technical and professional capacity of the service provider(s) *43*
5.3. STAGE 3 - APPLICATION OF AWARD CRITERIA (ASSESSMENT OF TENDERS) 44
5.4. INFORMATION FOR TENDERERS 46
5.5. AWARD OF THE CONTRACT 47

6. ANNEXES 48

6.1. EXCLUSION CRITERIA FORM (INVITATION TO TENDER NO ENTR/129/PP/ENT/SP2/11/5502 49
6.2. DRAFT SERVICE CONTRACT 51
6.3. MODEL GUARANTEE 70
6.4. FINANCIAL AND ECONOMIC CAPACITY OVERVIEW FORM (INVITATION TO TENDER NO ENTR/129/PP/ENT/SP2/11/5502) 72
6.5. SUBCONTRACTOR / LETTER OF INTENT NO ENTR/129/PP/ENT/SP2/11/5502 73
6.6. POWER OF ATTORNEY 74
6.7. CHECKLIST OF DOCUMENTS TO BE SUBMITTED 78

1. TECHNICAL SPECIFICATIONS

1.1. INTRODUCTION

Integrity in the domain of Global Navigation Satellite Systems (GNSS) has been understood as the ability to provide timely warnings in case of a system failure causing a misleading user position. This concept of integrity has been imported from the aviation community: aviation services are 'safety-critical' and require an extremely high level of reliability of the satellite signals for its use for navigation.

The provision of integrity has been one of the drivers of satellite navigation. In the past decades, regional Satellite Based Augmentation Systems (SBAS) were developed in the U.S. (WAAS), Europe (EGNOS), Japan (MSAS) and other regions to provide an integrity service mainly to aviation users to improve aircraft approach procedures. The provision of a global integrity service has been also one of the drivers of the Galileo design, and GPS evolutions are contemplating the provision of global integrity as well.

At receiver level, integrity has been mainly provided through Receiver Autonomous Integrity Monitoring (RAIM) algorithms. Based on the redundancy of satellite measurements, receivers were able to detect a satellite failure and exclude a faulty satellite from the navigation solution. In recent years, advanced RAIM algorithms benefiting from dual frequency signals have been developed that improve receiver integrity for more stringent aviation requirements.

In addition, terrestrial user communities have also shown interest in a reliable positioning service including GNSS integrity. However, for many of them, aviation principles and algorithms are not fully applicable because of local environmental characteristics, which include buildings, trees, moving objects, radio frequency (RF) interference, etc. These local characteristics, which cannot be corrected by the ground or satellite segments, degrade the signals leading to potentially high positioning errors and therefore may also hinder the provision of a full integrity positioning service.

In the past years, effort has been made in this domain, but at the moment no standard methods or algorithms able to provide GNSS integrity to non-aviation users seem to be widely accepted by the terrestrial location community.

1.2. Purpose of the Contract

As the European GNSS Programmes Manager, and being responsible for the GNSS service provision, user segment and GNSS applications development, the European Commission is launching this project with the objective of improving positioning services to terrestrial user domains by developing user receiver technologies for integrity monitoring. This is considered as essential to leverage the use of European GNSS technologies and improve the public services that the EU can provide based on GNSS and in particular Galileo.

The project activities will be based on three core aspects: the research and development of algorithms to mitigate the integrity faults in terrestrial environments, the development of a platform to monitor and store GNSS radio frequency signal samples and a reference trajectory, and an extensive real data collection campaign. In order to achieve the project objectives, this Invitation To Tender (ITT) proposes the following logic, which is defined more in detail in the work package (WP) description later in the document:

- The tenderer will perform the required management activities to assure a successful project outcome in terms of schedule, budget and functionality (WP0000).

- The tenderers will propose and characterise a set of applications for study, based on the literature available and their knowledge in the field. The target applications will be agreed with the European Commission (EC) at an early stage of the project, and will be stringent enough to push positioning and integrity performance to its limits. The tenderer will derive the user Position, Velocity and Timing + Integrity (PVT+I) requirements from the service required for the selected applications (WP1000).

- Given the dependence of the performance on the real environment characteristics, the tenderer will need to gain as much as possible knowledge on the real world, especially of signal multipath and interference, and fine-tune its receiver algorithms. Therefore, a significant effort in the project will be devoted to the development of an Environment Monitoring, Storage and Analysis Unit (EMSAU), used to sample data from different environments and validate proposed integrity algorithms (WP2000).

- The tenderer will perform an extensive data collection campaign covering representative road and pedestrian user environments. This will include data collected with the EMSAU, as a reference, and data collected with standard low cost equipment (WP3000).

- The tenderer will generate a set of scenarios based on the collected data in which to easily reproduce the faults observed and analyse and characterise the main threats for terrestrial navigation. This task will be complemented by a theoretical analysis of faults not observed in the data collection but considered relevant (WP4000).

- The tenderer will study how to implement algorithms to mitigate the observed threats and provide a realistic level of integrity to terrestrial users, based both on signal processing aspects, Inertial Navigation Systems (INS) hybridisation and PVT algorithms. It will also propose a set of metrics and error bounds, based on the previous fault characterisation and realistic mathematical assumptions and integrate them in a reliable PVT+I solution (WP5000).

- The tenderer will develop the integrity receiver prototype and test it in the selected scenarios against the PVT+I integrity requirements previously defined (WP6000).

- The tenderer will prepare a set of recommendations for the management of the EU satellite navigation programmes based on the project activities and results. (WP7000).

<u>The contract has an intended duration of 25 months and a foreseen maximum budget of €1.5M.</u>

The figure below presents the logic of the project activities, and the next sections describe the work packages more in detail, including the expected deliverables and the associated delivery dates.

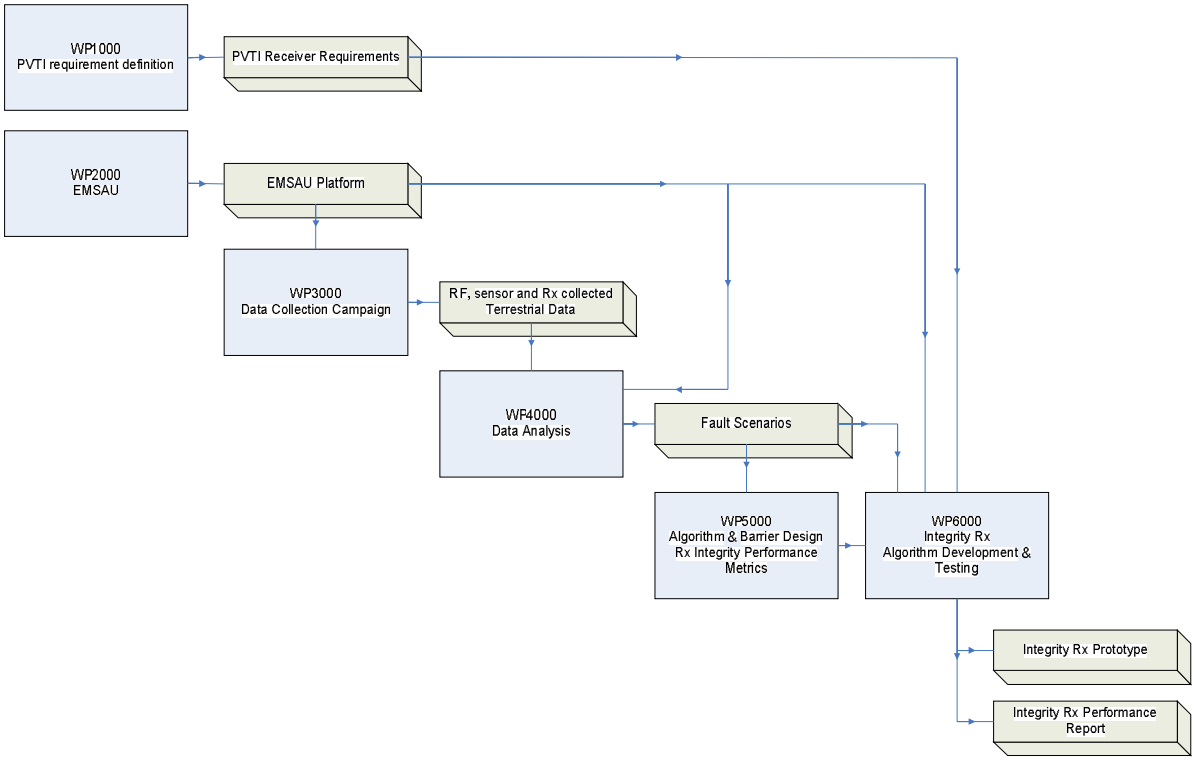

Figure 1 - Project logic and main WP block diagram

1.3. Breakdown of the Work Packages required under this contract

1.3.1. Work Package 0000: Management

This work package includes the necessary tasks to manage the project:

- Technical project coordination
- Contractual management
- Tracking project status
- Coordination between the different activities
- Organisation and coordination of internal communication flow
- Interfaces with external entities
- Documentation management
- Establish and maintain travel plan
- Review, verification and submission of all deliverables[1].
- Organisation of progress meetings and reviews (calling notice, agenda, chairing and reporting)

[1] When a delivery date is associated to a Project review meeting, the deliverables will be expected at least two weeks in advance of the meeting date.

1.3.1.1. Deliverable list

Ref	Title	Delivery
D00	Project Plan	T0+1 month
D01	Project Status Report 1	T0+6 months
D02	Project Status Report 2	T0+12 months
D03	Project Status Report 3	T0+18 months
D04	Final Report	T0+25 months

The delivery date for the Final Report is foreseen for T0+25 months, that is one month after the Final Review (T0+24 months), in order to provide enough time to report on the project activities.

1.3.2. Work Package 1000: Application Selection and Characterisation

This work package will be devoted to consolidate the application selection and requirements.

1.3.2.1. WP1010: Application Selection and Justification

The tenderer will propose at least two terrestrial applications related to road, pedestrian or both user types. The proposed applications will require integrity for safety or due to contractual/economic implications. They will be related to different terrestrial conditions, at least light urban, deep urban (urban canyons) and indoor. The positioning performance requirements will be challenging enough so as to push positioning and integrity performance to its limits with the current state-of-the-art technologies, including GNSS+INS hybridisation if necessary. The proposed applications will be discussed and agreed with the European Commission (EC). If the tenderers find it more suitable for the research purposes of the project, they can propose and characterise applications not currently in existence but which could be enabled if an integrity positioning service were provided.

At the end of this task, the target applications will be agreed and their service requirements (not necessarily PVT accuracy, integrity and availability, but rather the real parameters defining the service) will be proposed.

The duration and effort foreseen for this WP is limited, given the effort spent in recent years through the 6th and 7th Framework Programmes (FP6, FP7), the European Space Agency (ESA) and other programmes, and will be mainly devoted to the review of the existing literature and consolidation of the working assumptions for the following project activities.

During execution of this WP, and on demand by the contractor, the EC DG ENTR may facilitate face-to-face interactions with other services or agencies involved in the definition of terrestrial transportation and safety policies.

1.3.2.2. WP1020: Application Characterisation

In this work package, the tenderer will characterise the required performance measurements for the selected applications, in parallel with WP1010 and then will trace them to the PVT domain.

(a) Application Service Performance Metrics

In this task, the target applications will be characterised in terms of target performance according strictly to the user/operator needs, independently from the positioning technology used, and not necessarily related to the instantaneous PVT domain. Here are some examples of 'Service Performance' metrics that could be analysed. They are related to integrity, but the tenderer should define also other metrics (at least accuracy and availability) to fully characterise the intended service:

- Confidence level that a road user has covered a certain distance (e.g. for car insurance applications).
- Confidence level that a road user has covered a certain trajectory, or has circulated through a certain set of streets or roads, or required level of correlation between a real trajectory and the estimated one.
- Confidence level that a road user has driven through a certain area (e.g. for city driving).
- Confidence level that a road user is at a certain point and/or section and/or side of the road (e.g. for e-call services).
- Confidence level that a pedestrian user is at a certain floor (e.g. for indoor pedestrian use), or in a certain building or room, or inside a certain enclosure.

These are just a few random examples and the tenderer shall assess the feasibility of them and propose others considered most suitable for the intended applications. The metrics here proposed should be selected on the basis of their usefulness for the application, and not on the basis of whether they are achievable or not with current (GNSS or GNSS-aided) technologies, as some of these performance metrics may require additional information.

(b) Traceability to Integrity Receiver Performance

Once the service performance is defined, it should be traced to the PVT+I domain in a way that allows the future validation of the integrity prototype receiver. In order to translate the service level required for the selected applications identified in previous WPs into the PVT+I domain, some engineering and statistical analysis under certain assumptions may be required. This will be reflected in this work package and its associated deliverable.

1.3.2.3. Deliverable list

Ref	Title	Delivery
D10	Application Selection and Justification Report	T0+2 months
D11	Report on Application Service Performance Metrics and traceability to PVT+I Performance Metrics	T0+5 months

1.3.3. Work Package 2000: Environment Monitoring, Storage and Analysis Unit

A key aspect to provide an integrity service in terrestrial environments is to understand and characterise the user environment, mainly in terms of signal multipath and interference. The main purpose of this work package is to develop a piece of equipment that allows the characterisation of terrestrial user environments as well as possible, focusing on interference and multipath detection and characterisation, but considering other error sources as ionosphere and receiver noise, to allow the validation of the integrity receiver prototype. In order to do that, the Environment Monitoring, Storage and Analysis Unit (EMSAU) should be able to acquire and store digital samples of the radio frequency environment from an RF front-end, provide a sufficiently accurate reference trajectory, and be able to replay and analyse the data offline.

The purpose of the EMSAU will be therefore to:

- Collect high quality GNSS RF digital signal samples in terrestrial environments.
- Provide a sufficiently accurate reference trajectory for validation purposes.
- Provide an environment analysis tool to characterise multipath and interference events and user performance and replay events in a receiver.

With this purpose, the EMSAU will in principle be composed of two main blocks, the Data Acquisition and Storage Unit and the Offline Analysis Unit:

- The *Data Acquisition and Storage Unit* will incorporate at least:
  - 2 antennas (at least), to optimise interference and multipath characterisation.
  - A high quality frequency standard, Chip-Scale Atomic Clock (CSAC) unless justified.
  - High quality Inertial Measurement Unit (IMU), tactical-grade or navigation-grade, to provide the reference trajectory.
  - High storage capabilities (several terabyte hard disk(s), able to store signal digital samples for several hours).
- The *Offline Analysis Unit* will be a workstation or PC for post-processing activities including:
    - The reading and replay of digital samples and INS data to reproduce deterministically the data collection conditions in a software (SW) receiver.
    - A SW receiver including signal processing and PVT blocks, able to process the samples and generate PVT, including hybridisation with INS measurements. This block will be the basis for the integrity receiver algorithm development in later stages. The SW receiver will process at least GPS/Galileo L1/E1.
    - Interference analysis tool, including a software spectrum analyser.
    - Determination of the reference trajectory and also the reference satellite range measurements, by using high precision satellite products to determine true

pseudoranges offline, and measurement error characterisation including multipath, noise and other error estimations.

- Automation capability to reproduce short duration scenarios of the total data collection.
- The offline analysis unit need not run in real time, but it has to assure that the tenderer will execute the required analysis during the timeframe of each work package.
- Very high storage capabilities (several terabyte hard disk(s), able to store signal digital samples for the several days of data collection).

The EMSAU data acquisition unit will be installable in a car and portable by a person in a bag or in a cart. It is expected to be used after the project end and could be integrated as part of the EU testing equipment and facilities for the benefit of the location community worldwide.

1.3.3.1. WP2010: EMSAU Requirements Definition and Design Justification

Based on the above description, the tenderer will define the system requirements and the architectural design of the unit including the required selection of Commercial Off-The-Shelf (COTS) elements. This will be reflected in the EMSAU System Requirements Document and in the Design Justification File. The tenderer will trade off different approaches: number of antennas, multi-frequency Radio Frequency Front End (RFFE) architecture, sampling and quantization vs. storage capability required, IMU quality required, COTS receiver used, signal processing and PVT software implementation, etc.

The EMSAU is a very relevant element of this project, but the available effort and duration is limited. The tenderers will be recommended to integrate COTS when possible, in order to reduce the effort required and increase robustness, instead of developing all the elements by themselves, which may be unrealistic within the scope of the project.

The tenderer shall assess and agree with the EC the foreseen EMSAU performance in terms of reference trajectory accuracy, robustness, sensitivity, etc, in this work package.

1.3.3.2. WP2020: EMSAU Development, Integration and Testing

This sub work package will follow WP2010 and will include the development/procurement, integration and validation of the EMSAU.

Testing of the EMSAU will include tests performed with signal simulators as well as real tests. Real testing of the EMSAU will include real urban, indoor and open sky environments.

The EMSAU data grabbing and analysis blocks shall be validated before starting the data collection phase.

1.3.3.3. Deliverable list

Ref	Title	Delivery
D20	EMSAU Requirements Document	T0+2 months
D21	EMSAU Design Justification File	T0+5 months
D22	EMSAU Validation Plan	T0+5 months
D23	EMSAU Integration & Test Report	T0+10 months
D24	EMSAU User Manual and Interface Control Document (ICD)	T0+10 months
D25	EMSAU Prototype	T0+10 months

The EMSAU Prototype delivery will include:

- The necessary hardware, software and firmware to fulfil the EMSAU functionalities and requirements.
- The software source code, when available.

As the EMSAU will be required for the following project activities, the tenderers shall be able to keep it and use it in their premises during the rest of the project.

1.3.4. Work Package 3000: Data Collection Phase

The objective of this work package is to carry out a thorough data collection campaign that allows a better understanding of the terrestrial environment threats or feared events for satellite radio-navigation in terrestrial environments.

The data collection will be mainly performed by the EMSAU but it will also include data collected with low cost off-the-shelf receivers, in order to benchmark the performance results obtained.

1.3.4.1. WP3010: Data Collection Preparation

The data collection preparation activities will take into account the following issues:

- The selection of the low cost units, i.e. a GNSS-only receiver and a low cost IMU (GNSS + MEMS). Different low cost units can be used for road and pedestrian tests, depending on the target application.

- Verification of the installation of the EMSAU and the "low cost units" in a car for road data collection.

- Verification of the installation of the EMSAU and the "low cost units" in cart or rucksack for pedestrian data collection.

- Selection of cities/areas to collect data, trajectories and timeframes. Data collection in different areas is recommended, as GNSS performance may depend on latitude, street orientation, street width, building height and type, etc.

- The minimum proposed data collection period will be 14 working days (i.e. 14x8h) for road data, and 6 working days of pedestrian data. Data need not be collected in a single interval, but may be collected in slices of some hours (e.g. 4 hour or 8 hour intervals).

- Road data collection will be performed in open sky, urban canyons, semi-urban environments and rural environments. Pedestrian data collection will be performed in open sky, urban canyons, semi-urban and light-indoor scenarios (i.e. where still few GNSS signals may be received but intermittently and very attenuated).

- Definition of the file and data format, sampling frequency and other aspects related to the data collection.

- Execution of dry runs.

1.3.4.2. WP3020: Data Collection Campaign

During the data collection campaign, at least the following data will be collected:

From the EMSAU:

- Digital samples from the Analog-Digital Converter (ADC) from the EMSAU front ends, for all used frequencies, synchronised to a common time reference.

- IMU reference position, synchronised to a common time reference.

From other sources:

- Offline recuperation of International GNSS Service (IGS) information for precise satellite clocks and orbits determination.

- Assisted GNSS (A-GNSS) and Real Time Kinematics (RTK) information data (optional).

From the "low cost units":

- PVT and measurements from the GNSS receiver(s) used.

- PVT and measurements including INS from the low cost IMU(s) used.

The foreseen duration allowed for this WP is 2 months. The data collection will capture at least the available GPS L1 and Galileo E1 signals. GLONASS signals may be used as well.

At the end of this work package, a significant amount of high-quality real signal samples in terrestrial environments will have been acquired, which will help better understand the difficulties for radio-navigation in terrestrial environments. The tenderers can also collect more data during the following months, if considered beneficial for the project.

1.3.4.3. Deliverable list

Ref	Title	Delivery
D30	Data Collection Plan (including scenarios, cases, procedures, equipment)	T0+10 months
D31	Data Collection Files	T0+12 months
D32	Data Collection Report	T0+12 months

1.3.5. Work Package 4000: Data Analysis

In this WP, the tenderer will process and analyse the collected data in the EMSAU offline analysis unit. It will be able to detect the issues encountered during the data collection, analyse them more in detail, and define a set of reproducible scenarios in which the integrity algorithms will be tested.

1.3.5.1. WP4010: Scenario Generation

In this WP, short scenarios will be created in which the main events observed during the data collection will be reproduced. For that, the following activities are foreseen:

- Automatically compare true trajectory with obtained trajectory.
- Detect the events in which the highest divergences are observed.
- Create a short scenario in which an event can be reproduced and analysed in more detail. The scenario will include, for a determined duration, all the required data to reproduce the event under analysis.

1.3.5.2. WP4020: Fault Characterisation

A set of selected scenarios will be analysed more in detail at measurement and signal level. This will include:

- Comparison of the theoretical and real range measurements.
- Analysis at signal processing level of the wrong measurements, including interference analysis and multipath during acquisition and tracking process.
- Classification of the faults into different threat types, e.g. Non Line-Of-Sight (NLOS) multipath, Line Of Sight (LOS) multipath, wideband interference, pulsed interference, spoofing, INS measurement errors, etc.
- Preliminary threat characterisation, including fault nature, magnitude and likelihood.

Derived from the real experience and the knowledge of the tenderer, other threats not observed in the data collection and considered relevant for the target applications shall be defined and theoretically characterised, if the tenderer estimates that they should be taken into account (e.g. signal spoofing, pulsed interference, etc).

1.3.5.3. Deliverable list

Ref	Title	Delivery
D40v1	Validation Scenarios (interim version)	T0+15 months
D40v2	Validation Scenarios (final version)	T0+18 months
D41v1	Report on Fault Characterisation (interim version)	T0+15 months
D41v2	Report on Fault Characterisation (final version)	T0+18 months

1.3.6. Work Package 5000: Design of Integrity Algorithms

This WP comprises the R&D activities associated to the integrity algorithms required to detect and mitigate the faults observed in previous WPs. Another objective of this work package is to define confidence metrics at different stages of the receiver, which can be combined for the provision of a reliable confidence indicator for the terrestrial user PVT.

1.3.6.1. WP5010: GNSS RF and Signal Processing Integrity

(a) Design of Algorithms at GNSS RF and Signal Processing Level

This sub work package is intended to design the necessary algorithms to guarantee a required level of confidence in the receiver observables (pseudorange, carrier phase, Doppler) from the signal acquisition and tracking process before its use in the navigation solution.

The tenderer will develop the necessary techniques to provide integrity/reliability/quality measures and checks at signal processing level.

At least the following signals shall be included: GPS L1 C/A, Galileo E1 (either BOC(1,1) or MBOC) and EGNOS L1. Galileo/GPS E5/L5, and potentially GPS L2 or Galileo E6 CS, shall be studied at least from a theoretical point of view, to allow some assessment of the algorithm performance with a dual frequency integrity receiver.

The signal processing integrity algorithms will include:

- Tracking: develop or select algorithms and techniques for correct signal tracking, avoiding pseudorange/Doppler measurement error, cycle slips, lock to false peak, NLOS, etc.

- Use of INS or A-GNSS data to support integrity at signal processing level.

- Interference detection and mitigation checks, including e.g. Automatic Gain Control (AGC) gain monitoring, Carrier To Noise Ratio (CN0), Auto-Correlation Function (ACF) shape monitoring by the use of multiple correlators, or other similar checks in the baseband or RF domain.

- Any checks at signal processing level based on multi-antenna techniques.

The tenderer shall assess the feasibility of the above aspects and propose other ones if required. The tenderer is expected to select and justify the techniques most suitable for implementation in the prototype.

(b) Confidence Metrics at GNSS RF and Signal Processing Level

In this task, the work will be devoted to study and propose confidence metrics at a pre-PVT stage in the receiver, that is, at the signal processing and potentially RF stages. A confidence level of the measurements based on their generation process by the receiver and not on only on redundancy checks at PVT level may be helpful to increase PVT user integrity.

Given that most of the potential integrity failures for land users, especially in urban environments, are expected to be due to local signal propagation effects and interference, the identification of realistic and useful metrics in this category is essential for the provision of integrity to land users. Here are some examples of measurement related integrity metrics to be analysed, whose feasibility shall be studied:

- Pseudorange measurement error characterisation or bound, based on the channel acquisition and tracking process.
- Doppler/carrier phase measurement error characterisation or bound, based on the channel acquisition and tracking process.
- Confidence level on cycle-slip detection.
- Confidence level during signal acquisition on the absence of cross-correlation or lock to the false ACF peak.
- Confidence level on the tracking to the correct ACF peak for BOC signals especially in high-multipath environments.
- Receiver noise error bounds induced by the receiver components: filters, amplifiers, ADC, clock, etc.
- Confidence level on NLOS multipath detection.
- Confidence level on jamming/spoofing/meaconing detection.

In order to consider the proposed metrics as reliable, mathematical evidence based on realistic hypotheses will be required. The purpose of these metrics is that they can be incorporated at a later stage in the overall level of confidence of the final PVT solution.

1.3.6.2. WP5020: PVT Integrity

(a) Design of Integrity Algorithms at PVT Level

This sub work package is intended to develop the necessary algorithms to grant the required level of confidence in the PVT computation domain, both for the case of GNSS-only and GNSS+INS, taking into account the work done at RF and signal processing level. At least the following aspects shall be studied:

- Integration of the confidence metrics from the RF and signal processing blocks into the PVT algorithms.
- Algorithms to detect and exclude highly degraded or non-line-of-sight signals from the navigation equations.
- Advanced integrity position techniques based on classical RAIM or others like Advanced RAIM (ARAIM), Relative RAIM (RRAIM), etc, but adapted to the terrestrial environment.
- Feasibility of integrity of a hybrid GNSS+INS solution for different coupling schemes, from loose to ultra-tight (meaning that INS information is incorporated in the receiver tracking loops).
- Jamming/spoofing/meaconing detection based on PVT historical information.

(b) Integrity Performance Measurements at PVT Level

In this category, the tenderer is expected to propose confidence metrics related to the position, velocity and time (PVT) computation, in GNSS and GNSS+INS modes. Here are some examples of measurement related integrity metrics to be analysed, whose feasibility shall be studied:

- Error bound of a hybrid GNSS/INS position.
- Error bound for an INS-based or GNSS-based position increment relative to an original position.
- Error bound of a fixed-ambiguity Real Time Kinematics/Precise Point Positioning (RTK/PPP) solution.
- Confidence level on the absence of jamming/spoofing/meaconing, based on historical PVT data.
- Errors bounds for INS accelerometer or gyroscope drifts, biases, scale factors, axes misalignment, etc.
- Alerts when no integrity can be provided due to signal degradation or insufficient redundancy available, in cases such as moving from outdoors to indoors.

In order to consider the proposed metrics as reliable, mathematical evidence based on realistic hypotheses will be required. The tenderer shall develop the required user integrity algorithms that integrate the integrity monitoring blocks already defined in previous WPs into a PVT + Integrity solution usable in terrestrial environments.

As an output of this work package, a set of algorithms to provide position integrity up to a certain level for the terrestrial applications (road, pedestrian) and scenarios (urban, soft indoor, etc.) shall be available.

1.3.6.3. Deliverable list

Ref	Title	Delivery
D50v1	Technical Report on confidence metrics and integrity algorithms at signal processing level (interim version)	T0+18 months
D50v2	Technical Report on confidence metrics and integrity algorithms at signal processing level (final version)	T0+21 months
D51v1	Technical Report on confidence metrics and integrity algorithms at PVT integrity level (interim version)	T0+18 months
D51v2	Technical Report on confidence metrics and integrity algorithms at PVT integrity level (final version)	T0+21 months

1.3.7. Work Package 6000: Integrity Receiver Prototype Development and Testing

In this WP, the integrity algorithms designed in WP5000 will be implemented. For that:

- The EMSAU software receiver of the off-line analysis unit will be taken as a starting point, and the most promising outcomes of WP5000 will be implemented, in what will become the prototype integrity receiver. This will include:
  - The integrity checks for the detection and mitigation, when possible, of the most relevant threats for terrestrial users.
  - The PVT integrity equations based on the confidence levels/error bounds proposed.
- The prototype integrity receiver will be tested with the previously collected real data scenarios. The developing and testing process may be an iterative one, until the prototype algorithms achieve the required robustness.
- The prototype integrity receiver performance will be validated against the PVT+I requirements defined for the initial applications. The prototype does not have to operate in real time but it just will include the necessary elements for a proof of concept and performance assessment.

1.3.7.1. Deliverable list

Ref	Title	Delivery
D60	Integrity Receiver SW Prototype	T0+24 months
D61v1	Integrity Receiver: Technical Requirements, Architecture, Operation Manual (interim version)	T0+21 months
D61v2	Integrity Receiver: Technical Requirements, Architecture, Operation Manual (final version)	T0+24 months
D62	Prototype Test Plan	T0+21 months
D63	Prototype Test Report	T0+24 months

1.3.8. Work Package 7000: Recommendations for the EU GNSS Programmes and EMSAU Training

The activities undertaken in this project will be a relevant input for the European GNSS Programmes. The tenderer will summarise these technical recommendations in a specific report. It will include:

- Recommendations for future system integrity services.
- Recommendations for future signal design to improve positioning services of terrestrial (urban and rural) users.
- Recommendations on specific standardisation actions by the EC to improve GNSS services.

In addition, a period of two to three days of training on the setup and use of the EMSAU will be delivered to a selected audience.

1.3.8.1. Deliverable list

Ref	Title	Delivery
D70	Report on Recommendations for the European GNSS Programmes	T0+24 months
D71	EMSAU Training	T0+24 months

1.3.9. Milestones

The following meetings will be held between the tenderer and the EC. The tenderer has flexibility to propose adequate venues for the meetings and has to provide the deliverables to the EC at least two weeks before the meeting.

Project Milestone	Review	Venue	Objective	Schedule
Kick-Off Meeting	KOM	Brussels	Authorization of the start of project activities by EC. Clarify and settle open points and details of the project.	T0
EMSAU Requirement Review	ERR	TBD	Accept applications selection and EMSAU requirements	T0+2 months
Progress Meeting 1	PM1	TBD	Accept PVT+I performance metrics and EMSAU Design	T0+5 months
Data Collection Readiness Review	DCRR	TBD	EMSAU Acceptance Authorise Start of Data Collection	T0+10 months
Progress Meeting 2	PM2	TBD	Review Scenario Analysis and Threat Characterisation	T0+15 months
Preliminary Design Review	PDR	TBD	Review Scenario Analysis and Threat Characterisation (2) Review preliminary design of integrity algorithms	T0+18 months
Critical Design Review	CDR	TBD	Review critical design of integrity algorithms Approve Test Plan and Start prototype tests	T0+21 months
Final Acceptance Review	FAR	TBD	Approve final deliverables. Review final tests and overall project results Accept SW integrity receiver prototype Collect recommendations for future work.	T0+24 months

ANNEX A: LIST OF DELIVERABLES

All reports have to be submitted in English.

Ref	Title	Delivery
D00	Project Plan	T0 + 1 month
D01	Project Status Report 1	T0 + 6 months
D02	Project Status Report 2	T0 + 12 months
D03	Project Status Report 3	T0 + 18 months
D04	Final Report	T0 + 25 months
D10	Application Selection and Justification Report	T0 + 2 months
D11	Report on Application Service Performance Metrics and traceability to PVT+I Performance Metrics	T0 + 5 months
D20	EMSAU Requirements Document	T0 + 2 months
D21	EMSAU Design Justification File	T0 + 5 months
D22	EMSAU Validation Plan	T0 + 5 months
D23	EMSAU Integration & Test Report	T0 +10 months
D24	EMSAU User Manual and Interface Control Document (ICD)	T0 + 10 months
D25	EMSAU Prototype	T0 + 10 months
D30	Data Collection Plan	T0 + 10 months
D31	Data Collection Files	T0 + 12 months
D32	Data Collection Report	T0 + 12 months
D40v1	Validation Scenarios (interim version)	T0 + 15 months
D40v2	Validation Scenarios (final version)	T0 + 18 months
D41v1	Report on Fault Characterisation (interim version)	T0 + 15 months
D41v2	Report on Fault Characterisation (final version)	T0 + 18 months
D50v1	Technical Report on confidence metrics and integrity algorithms at signal processing level (interim version)	T0 + 18 months
D50v2	Technical Report on confidence metrics and integrity algorithms at signal processing level (final version)	T0 + 21 months
D51v1	Technical Report on confidence metrics and integrity algorithms at PVT integrity level (interim version)	T0 + 18 months
D51v2	Technical Report on confidence metrics and integrity algorithms at PVT integrity level (final version)	T0 + 21 months
D60	Integrity Receiver SW Prototype	T0 + 24 months
D61v1	Integrity Receiver: Technical Requirements, Architecture, Operation Manual (interim version)	T0 + 21 months
D61v2	Integrity Receiver: Technical Requirements, Architecture, Operation Manual (final version)	T0 + 24 months
D62	Prototype Test Plan	T0 + 21 months
D63	Prototype Test Report	T0 + 24 months

D70	Report on Recommendations for the European GNSS Programmes	T0 + 24 months
D71	EMSAU Training	T0 + 24 months

ANNEX B: LIST OF ACRONYMS

ACF	Auto Correlation Function
ADAS	Advanced Driver Assistance Systems
ADC	Analog-Digital Converter
AGC	Automatic Gain Control
A-GNSS	Assisted GNSS
AltBOC	Alternative BOC
ARAIM	Advanced RAIM
BOC	Binary Offset Carrier
CN0	Carrier to Noise Ratio
COTS	Commercial Off-The-Shelf
CSAC	Chip-Scale Atomic Clocks
DG ENTR	Directorate General for Enterprise and Industry
EC	European Commission
EETS	European Electronic Toll Service
EGNOS	European Geostationary Navigation Overlay Service
EMSAU	Environment Monitoring, Storage and Analysis Unit
ESA	European Space Agency
EU	European Union
FP6	6th Framework Programme
FP7	7th Framework Programme
GLONASS	Global'naya Navigatsionnaya Sputnikovaya Sistema
GNSS	Global Navigation Satellite System
GPS	Global Positioning System
ICD	Interface Control Document
IGS	International GNSS Service
IMU	Inertial Measurement Unit
INS	Inertial Navigation System
ITS	Intelligent Transport Systems
ITT	Invitation To Tender
MSAS	Multi-functional Satellite Augmentation System
NDA	Non-Disclosure Agreement
NLOS	Non-Line Of Sight
PPP	Precise Point Positioning
PVT	Position, Velocity and Timing
RAIM	Receiver Autonomous Integrity Monitoring
RF	Radio Frequency
RFFE	Radio Frequency Front End
RRAIM	Relative RAIM
RTK	Real Time Kinematics
SBAS	Satellite-Based Augmentation System
SW	Software
TBC	To Be Confirmed
TBD	To Be Defined
WAAS	Wide Area Augmentation System
WP	Work Package

2. CONTRACTUAL CONDITIONS

2.1. NATURE OF THE CONTRACT

It is a service contract with the objective of improving positioning services for terrestrial users by developing user receiver technologies for integrity monitoring. This is considered as essential to leverage the use of European GNSS technologies and improve the public services that the EU can provide based on GNSS and in particular Galileo. The project activities will be based on three core aspects: the development of a platform to monitor and store GNSS signal samples in terrestrial environments, an extensive real data collection campaign, and the research and development of algorithms to mitigate the integrity faults.

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 by Q1 2012.

The duration of the tasks shall not exceed 25 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

Payments shall be made in accordance with Articles I.3, I.4 & II.4 of the draft service contract (Annex 6.2).

The payment scheme will consist of

- one pre-financing of 10 %,
- 1st interim payment of 20 %,
- 2nd interim payment of 20 %,
- 3rd interim payment of 20 %,
- and the balance of 30 %.

The schedule and the procedure for the approval of payments and the documents to be submitted are described in Articles I.4, II.4, II.5 and II.7 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 10% of the amount specified under I.3.1 of the contract, in compliance with article II.4.1 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.

The contractor shall provide corrective maintenance for a period of 3 months after the acceptance of the integrity receiver. Please refer to article I.10 of the draft contract.

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.17 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.17 of the standard service contract (Annex 6.2) may be applied to sub-contractors.

Once the contract has been signed, Article II.13 of the above-mentioned service contract shall govern the subcontracting.

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 consortium 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).

Grouping of firms must nominate one party to be responsible for the receipt and processing of payments for members of the grouping, for managing the service administration, and for coordination. 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.

The offer has to be signed by all members of the group. However, if the members of the group so desire they may grant an authorisation to one of the members of the grouping. In this case they should attach to the offer a power of attorney (see model in annex 6.6). 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 contract will have to be signed by all members of the group. If the members of the group so desire, they may grant authorisation to one of the members of the grouping by signing a power of attorney. The same model as above duly signed and returned together with the offer (see annex 6.6) is valid also for signature of the contract.

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 single tenderer, lead organisation in a consortium/joint bid or partner in a consortium. **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:

- the contract notice in OJ/S S221 358551-2011-EN 17/11/2011

3.1. DATE AND PLACE OF OPENING OF THE TENDERS

Tenders will be opened at 11.00 on 10.02.2012

at the following location:

Office address:

European Commission
Enterprise and Industry Directorate-General
Invitation to tender No: ENTR/129/PP/ENT/SP2/11/5502
Name of Unit, GP2: EU Satellite Navigation Programmes Legal, Financial and Institutional
Office address: Av. d'Auderghem 45
B-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 a fax or e-mail at least 48 hours in advance to the address given under 3.2. 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.

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:

* Potential tenderers may request clarifications with regard to the tender documents and the nature of the contract.

* The Commission may, on its own initiative, inform interested parties of any error, inaccuracy, omission or other clerical error in the text of the call for tenders.

- After the opening of tenders :

  If clarification is requested or if obvious clerical errors in the tender need to be corrected, the contracting authority may contact the tenderer provided the terms of the tender are not modified as a result.

The requests for additional information may be made to the **address below by letter, fax or e-mail**.

European Commission Enterprise and Industry Directorate-General Invitation to tender No: ENTR/129/PP/ENT/SP2/11/5502 Name of Unit, GP2: EU Satellite Navigation Programmes Legal, Financial and Institutional Office address: Av. d'Auderghem 45, 07/285 B-1049 Brussels, Belgium E-mail: ENTR-CFT-11-5502-IRCVR@ec.europa.eu

Insofar as it has been requested in good time, the additional information will be made available to all economic operators who requested specifications or showed interest in submitting a bid no later than six calendar days before the final date for the receipt of bids or, in the case of requests for information received less than eight calendar days before the final date for the receipt of bids, as soon as possible after the request for information has been received.

Potential tenderers are encouraged to formulate, at least six days before the time limit to submit tenders, any remark, complaint or objection they would have in relation to all aspects of this call for tender in order that the Commission can evaluate the need for corrective measures and implement them before the submission of tenders.

The answers to the requests for additional information will be made available at the following Internet address:

http://ec.europa.eu/enterprise/newsroom/cf/newsbytheme.cfm?displayType=fo&fosubType=t&lang=enl

3.3. GENERAL TERMS AND CONDITIONS FOR THE SUBMISSION OF TENDERS

The present tender documents are drawn up in respect of the Financial Regulation applicable to the general budget of the European Communities (Council Regulation (EC, Euratom) No 1605/2002 of 25 June 2002 as amended by Council Regulation (EC, Euratom) N° 1995/2006 of 13 December 2006), as well as its implementing rules (Commission Regulation (EC, Euratom) No 2342/2002 of 23 December 2002 as amended by i) Commission Regulation 1261/2005 of 20 July 2005, ii) Commission Regulation 1248/2006 of 7 August 2006 and iii) Commission Regulation (EC, Euratom) No 478/2007 of 23 April 2007), hereinafter referred to as the Financial Regulation.

Participation in tendering 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.

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 it lays down. In that connection, it should be noted that the services under Annex IIB to Directive 2004/18/EC and the R&D services listed in category 8 of Annex IIA to that Directive are not caught by the Agreement.

The parties to the GPA can be consulted on the following web page: http://www.wto.org/english/tratop_e/gproc_e/memobs_e.htm#parties.

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 procedure on the conditions laid down in this agreement. The Commission accepts 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 this invitation to tender, in the tendering specifications and in the draft contract and, where appropriate, waiver of the tenderer's own general or specific terms and conditions. It is binding on the tenderer to whom the contract is awarded for the duration of the contract.

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 either abandon the procurement or 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 European Union 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 ENTR/GP2. 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.

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).

Data of economic operators which are in one of the situations referred to in Articles 93, 94, 96(1)(b) and 96(2)(a) of the Financial Regulation[2] may be included in a central database and communicated to the designated persons of the Commission, other institutions, agencies, authorities and bodies mentioned in Article 95(1) and (2) of the Financial Regulation. This refers as well to the persons with powers of representation, decision making or control over the said economic operators. Any party entered into the database has the right to be informed of the data concerning it, up on request to the accounting officer of the Commission.

3.6. OPPORTUNITIES FOR SMALL AN D MEDIUM SIZED ENTERPRISES

The Directorate General for Enterprise and Industry 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://www.enterprise-europe-network.ec.europa.eu/services/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

[2] Council Regulation (EC, Euratom) No 1605/2002 of 25 June 2002 (OJ L 248 of 16.09.2002), as amended by Council Regulation (EC, Euratom) No 1995/2006 of 13 December 2006 (OJ L 390 of 30.12.2006)

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 in order to ensure their tenders are admissible.

Evidence of timely submission by post or courier service will be constituted by the date of dispatch, the postmark or the date of the deposit slip. In the case of hand-delivery, the signed and dated receipt will serve as evidence.

Late delivery will lead to the non admissibility of the tender and its rejection from the award procedure for this contract. Offers sent by e-mail or by fax will also be non admissible. Envelopes found open at the opening session will also lead to non admissibility of the tender. Consequently, tenderers must ensure that their bids are packed in such a way as to prevent any accidental opening during its mailing.

4.2. STRUCTURE OF THE TENDER

- Tenders must be **perfectly legible** so that there can be **no doubt as to words and figures**.
- Tenders must be **clear** and **concise**, with **continuous page numbering**, and **assembled in a coherent fashion** (e.g. bound or stapled, etc.).
- Tenders must be written in **one of the official languages of the European Union**. However, and due to the technical nature of the project, tenderers are invited to submit their bids (or at least the technical part thereof) preferably in English.
- Tenders **must include** all 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 submit is provided in annex 6.7**. This checklist does not need to be included in the tender but we encourage to use it in order to ease the assessment of the tenders;
- **Prices must be established in euros.**

All tenders must be presented in five sections:

Section one: Administrative information

Section two: The exclusion criteria form

Section three: Evidence relating to the selection criteria

Section four: Technical Proposal – Addressing technical specifications and award criteria

Section five: Financial Proposal

4.2.1. Section One: Administrative proposal

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

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

a) To identify himself the tenderer must fill in a Legal Entity Form and a Financial Identification Form:

- The **Legal Entity Form** is to be **signed by a representative of the tenderer authorised to sign contracts with third parties**.

- The form is available for individuals, private entities and public entities at the following address :

  http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

  The Legal Entity Form **must be accompanied by all 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 if the legislation which applies to the legal entity concerned requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.

  For Individuals:

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

- The **Financial identification form** shall be duly filled in and signed by an authorised representative of the tenderer and his or her banker. A specific form for each Member State is available at the following Internet address:

http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_fr.cfm

b) The tender must include a **statement confirming the validity of the tender** (preferably in blue ink) signed by the authorised representative.

c) The tender must indicated the **name of a contact person** in relation to the submission of the bid.

! ***All tenderers, as part of a consortium or a joint bid if applicable, must provide their legal entity files as well as the necessary evidence. Only subcontractors are requested to provide solely the legal entity file without evidence.***

! ***Economic operators already registered as a legal entity in the Commission's files (i.e. they are or have been contractors of the Commission) are not obliged to provide the evidence requested in the form, on condition they indicate in their offer the references of the procedure and the Commission's department for which this evidence was already provided.***

! ***In case of a joint bid or a bid presenting subcontracting, only the co-ordinator is obliged to return the financial identification form.***

4.2.2. Section Two: The Exclusion Criteria Form

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

- state whether or not they are in one or more of the situations referred to in Articles 93 and 94 of the Financial Regulation and detailed in the form;
- undertake to submit to the Commission any additional document relating to the exclusion criteria, that the Commission considers necessary to perform its checks, within seven 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.

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

Any total or partial omission for which one or more legal entities involved in the tender are responsible may lead the Commission to exclude the tender from the procedure, in accordance with Articles 93 and 94 of the Financial Regulation.

*4.2.3. **Section Three:** Evidence relating to the selection criteria*

Tenderers must provide proof of their economic and financial capacity by submitting the documents stated under paragraph 5.2.2 below.

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

4.2.4. Section Four: Technical proposal

Tenderers must include in their bids the **technical proposal addressing all aspects detailed in the technical specifications** set out in section 1.3

The technical proposal must respond to these technical specifications and provide, as a minimum, all the information needed for the purpose of awarding the contract.

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

(a) methodology for implementation;

(b) reasons for the proposed methodology;

(c) how do you intend to build on and link with previous activities (where applicable);

(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 consortium, joint bid and/or use of subcontractors);

(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 also 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**. As a consequence, **incompleteness in this section can only result in negative impact for the evaluation of award criteria**. Please note also, that proposals deviating from the technical specifications may be rejected for non-conformity.

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. Section Five: Financial proposal

Tenderers must use the following format to formulate their financial proposal.

Price component	*Unit price*	*Quantity*	*Total*
Human resources			
Person X (role)			
Person Y (role)			
…..			
Subtotal (1)			
Other			
Item X			
Item Y			
…..			
Subtotal (2)			
TOTAL (1+2)			

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

- **prices must be expressed in euros;**
- **prices should be quoted free of all duties, taxes and other charges, i.e. also free of VAT**, as the European Union is 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 L 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;
- **Prices shall not be conditional and be directly applicable by following the technical specifications.**
- **Prices shall be fixed and not subject to revision**
- The reference price for the award of the contract shall consist of **the amount in payment of the tasks executed**, as stated in Article I.3.1 of the contract.

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, except for the costs specified, 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;

The following information is intended to help tenderers to estimate the maximum amount of expenses (only travel and subsistence and related costs are to be foreseen here):

- Meetings with the Commission:

Meetings and travels:

A **Kick-Off Meeting** will take place in Brussels, at the latest one month following the signature of the contract, in order to settle all the details of the project to be undertaken.

Progress and Review Meetings will take place in Brussels or the tenderer's premises to present the status of the work and steer the next period – schedule to be convened with EC.

A **Final Review** will take place in a location TBD.

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-conformity with the technical specifications in section 1.1 will also result in rejection from award.**

! **The Commission reserves the right, however, to request clarification or additional evidence in relation to the exclusion and selection stages after the opening within a time-limit stipulated in its request and in 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 and 2 of the Invitation to tender) will be carried out in three successive stages. Only bids meeting the requirements of one stage will be examined in the next stage.

The aim of each of these stages is:

1) to check, in the first stage (exclusion criteria), whether tenderers can take part in the tendering procedure and, where applicable, be awarded the contract;

2) to check, in the second stage (selection criteria), the technical and professional capacity and economic and financial capacity of each tenderer who has passed the exclusion stage;

3) to assess on the basis of the award criteria the technical and financial offers and establish a ranking list, by order of merit, of all tenders having passed the exclusion and selection stages, as well as the quality thresholds set for the assessment of the award criteria.

5.1. STAGE 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:

- not to be in one or more of the situations referred to in Articles 93 and 94 of the Financial Regulation and detailed in the form;

- 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 seven calendar days following the receipt of the Commission's request.

5.1.2. Grounds for disqualification

In accordance with Articles 93 and 94 of the Financial Regulation, tenderers shall be excluded from the selection and award procedures if they do not satisfy criteria a) to f) specified in the standard form in annex 6.1.

In addition, contracts may not be awarded to tenderers who, during the procurement procedure are subject to a conflict of interest (criteria g) or are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this

information (criteria h) or fall into one of the situations as specified under criteria a) to f).

If a member of a consortium is subject to exclusion, the rest of the consortium shall be excluded.

If a subcontractor is subject to exclusion, the tender shall be excluded.

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 following evidence confirming the declaration referred to in paragraph 5.1.1:

1. The Commission shall accept as satisfactory evidence that the tenderer to whom the contract is to be awarded is not in one of the situations described in point (a), (b) or (e) of Article 93(1) of the Financial Regulation, **a recent extract from the judicial record or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied**;

2. The Commission shall accept, as satisfactory evidence that the tenderer is not in the situation described in point (d) of Article 93(1) of the Financial Regulation, a **recent certificate issued by the competent authority of the State**.

3. Where the document or certificate referred to in paragraph 1 & 2 is not issued in the country concerned and for the other cases of exclusion referred to in Article 93 of the Financial Regulation, it may be replaced by a **sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.**

4. Depending on the national legislation of the country in which the tenderer is established, the documents referred to in paragraphs 1, 2, 3 shall relate to legal persons and/or natural persons including, where necessary, company directors or any person with power of representation, decision-making or control in relation to the tenderer. This would be the case when the national legislation concerned gives juridical responsibility of the acts committed by a legal entity (moral persons) to their legal representatives. The tenderer shall provide information on the ownership or on the management, control and power of representation of the legal entity whenever necessary for the proper understanding of the evidence submitted or whenever the Commission requests it.

5. Where they have doubts as to whether tenderers are in one of the situations of exclusion, the Commission may itself apply to the competent authorities referred to in paragraph 3 to obtain any information they consider necessary about that situation.

The Commission may waive the obligation of a tenderer to submit the documentary evidence referred to in paragraphs 1 and 2 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

5.1.4. Administrative and financial penalties

By returning the form in Annex 6.1, duly signed, tenderers confirm that they have been notified of the following points:

Administrative or financial penalties may be imposed by the Commission on tenderers who are in one of the cases of exclusion provided for in 5.1.2 above after they have been given the opportunity to present their observations.

These penalties are detailed in Article 96 of the Financial Regulation and Articles 133a and 134b of the Regulation laying down the rules for the implementation of the Financial Regulation. We invite tenderers to read carefully these two articles.

5.2. STAGE 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 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 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 if the tasks subcontracted represent a substantial part of the contract.

5.2.1. Selection criteria

SELECTION CRITERIA
1. 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. 1.3 Reliability of the mitigating measures presented to cover possible deficiencies in the evidence presented for the above criteria.
2. TECHNICAL AND PROFESSIONAL CAPACITY
2.1 Proven experience of at least five years of the proposed staff in the field of satellite navigation receivers: radio equipment, signal processing, measurement processing and GNSS performance.
2.2 Proven experience of at least five years of the proposed staff and detailed knowledge in satellite navigation and positioning integrity, including state of the art techniques and research trends.
2.3 Proven experience of at least five years of the proposed staff and capability and facilities to successfully integrate and test complex hardware and software real time and post-processing systems.
2.4 Proven experience of at least five years of the proposed staff in terrestrial positioning applications, especially those requiring a guarantee of service of position for safety or other purposes.
2.5 Reliability of the tenderer to perform the services in terms of human and technical resources, including language skills needed, and quality control systems.

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 must 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 the 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.

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

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

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

a) the educational and professional qualifications of the service provider or contractor and/or those of the firm's managerial staff and, in particular, those of the person or persons responsible for providing the services or carrying out the tasks; The Europass curriculum vitae format (http://europass.cedefop.europa.eu/europass/preview.action?locale_id=1) 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, 2.2, 2.3, 2.4 and 2.5.

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

This evidence refers to selection criteria 2.1, 2.2, 2.3 and 2.4

c) a description of the measures employed to ensure the quality of supplies and services, and a description of the firm's study and research facilities;

This evidence refers to selection criterion 2.3 and 2.5.

d) a statement of the average annual manpower and the number of managerial staff of the service provider or contractor in the last three years;

This evidence refers to selection criterion 2.5.

e) 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 or a sworn declaration or certificate, membership of a specific organisation, express authorisation, or entry in the VAT register.

5.3. STAGE 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:

No	Qualitative award criteria	Weighting (maximum points)
1.	Overall strategy to comply with the Tender Specifications, including - Preliminary selection and justification in the tender of at least two integrity-related terrestrial applications to be studied in the project - Critical view and analysis of the specified perimeter of tasks - Identification of problematic areas.	30
2.	Quality and suitability of proposed work, including - Quality of the Work Package Descriptions. - Proposal for the EMSAU elements and target performance. - Proposal for the data collection campaign. - Proposal for the integrity receiver prototype algorithm development and testing activities.	40
3.	Adequacy of the management and coordination aspects, including - Adequacy of the allocation of the tasks within the proposed team. - Adequacy of the effort related to each activity. - Proposed planning and interface among the different tasks.	30
	Total number of points	100

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

Tenders scoring

**** less than 70 % 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 1.500.000 € will be excluded from the rest of the assessment procedure.**

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

Final Evaluation
30% * (Total number of points for price) + 70% * (Total number of points for technical evaluation) Where Total number of points for price will be computed as follows: lowest price among eligible offers / price of offer + total score for technical evaluation reached by an eligible offer $\text{score for tender X} = \frac{\text{cheapest price}}{\text{price of tender X}} * 30 \text{ (price weighting)} + \frac{\text{total quality score (out of 100) for all award criteria of tender X}}{100} * 70 \text{ (quality criteria weighting)}$

Tenders should elaborate on all points addressed by these specifications in order to score as many points as possible. The mere repetition of mandatory requirements set out in these specifications, without going into details or without giving any added value, will only result in a very low score. In addition, if certain essential points 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.

5.4. INFORMATION FOR TENDERERS

The Commission will inform tenderers of decisions reached concerning the award of the contract, including the grounds for any decision not to award a contract or to recommence the procedure.

If a written request is received, the Commission will inform all rejected tenderers of the reasons for their rejection and all tenderers submitting an admissible tender of the characteristics and relative advantages of the selected tender and the name of the

successful tenderer.

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 14 calendar days has elapsed, running from the day after the simultaneous dispatch of the award decisions and decisions to reject.

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 CRITERIA FORM (INVITATION TO TENDER NO ENTR/129/PP/ENT/SP2/11/5502

Exclusion Criteria Form

The undersigned *[name of the signatory of this form, to be completed]*:

1. in his/her own name *(if the economic operator is a natural person or in case of own declaration of a director or person with powers of representation, decision making or control over the economic operator[3])*

or

2. representing *(if the economic operator is a legal person)*

official name in full *(only for legal person)*:

official legal form *(only for legal person)*:

official address in full:

VAT registration number:

declares that the company or organisation that he/she represents / he/she:

a) is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

b) has not been convicted of an offence concerning professional conduct by a judgment which has the force of *res judicata*;

c) has not been guilty of grave professional misconduct proven by any means which the contracting authorities can justify;

d) has fulfilled all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of the country of the contracting authority and those of the country where the contract is to be carried out;

e) has not been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's financial interests;

f) is not a subject of the administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or failing to supply an information, or being declared to be in serious breach of his obligation under contract covered by the budget.

[3] To be used depending on the national legislation of the country in which the tenderer is established and where considered necessary by the contracting authority (see art. 134(4) of the Implementing Rules).

In addition, the undersigned declares on their honour:

g) they have no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties or any other relevant connection or shared interest;

h) they will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;

i) they have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;

j) they have not granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to award of the contract.

k) that the information provided to the Commission within the context of this invitation to tender is accurate, sincere and complete.

l) that in case of award of contract, they shall provide the evidence that they are not in any of the situations described in points a, b, d, e above[4].

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

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

For any of the situations (a), (b), (d) or (e), where any document described in two paragraphs above is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.]

By signing this form, the undersigned acknowledges that they have been acquainted with the administrative and financial penalties described under art 133 and 134 b of the Implementing Rules (Commission Regulation 2342/2002 of 23/12/02), which may be applied if any of the declarations or information provided prove to be false.

Full name Date Signature

[4] Mandatory for contracts of value above €125 000 only (see art. 134(2) of the Implementing Rules). The contracting authority can nevertheless request such evidence for contracts with a lower value.

6.2. DRAFT SERVICE CONTRACT

EUROPEAN COMMISSION
ENTERPRISE AND INDUSTRY DIRECTORATE-GENERAL
Director General

SERVICE CONTRACT

CONTRACT NUMBER – ENTR/129/PP/ENT/SP2/11/5502

The European Union (hereinafter referred to as "the Union"), represented by the European Commission (hereinafter referred to as "the Commission"), which is represented for the purposes of the signature of this contract by Mr. Heinz Zourek, Director General of the Enterprise and Industry Directorate General,

of the one part,

and

[official name in full]
[*official legal form*]
[*statutory registration number***]**
[official address in full]
[*VAT registration number*]

(hereinafter referred to as "the Contractor"), *[represented for the purposes of the signature of this contract by* [forename, surname and function,]*]*

of the other part,

HAVE AGREED

the **Special Conditions** and the **General Conditions** below and the following Annexes*:*

Annex I – Tender Specifications: Invitation to Tender No ENTR/129/PP/ENT/SP2/11/5502
Annex II – Contractor's Tender (No [*complete*] of [*complete*])

[*Other Annexes*]

which form an integral part of this contract (hereinafter referred to as “the Contract”).

The terms set out in the Special Conditions shall take precedence over those in the other parts of the Contract. The terms set out in the General Conditions shall take precedence over those in the Annexes. The terms set out in the Tender Specifications (Annex I) shall take precedence over those in the Tender (Annex II).

Subject to the above, the several instruments forming part of the Contract are to be taken as mutually explanatory. Ambiguities or discrepancies within or between such parts shall be explained or rectified by a written instruction issued by the Commission, subject to the rights of the Contractor under Article I.7 should he dispute any such instruction.

I – SPECIAL CONDITIONS

ARTICLE I.1 - SUBJECT

I.1.1. The subject of the Contract is to study, develop and test a multiband GNSS antenna prototype based on a realistic hardware configuration compatible with civil aviation constraints and requirements.

I.1.2. The Contractor shall execute the tasks assigned to him in accordance with the Tender Specifications annexed to the Contract (Annex I).

ARTICLE I.2 - DURATION

I.2.1. The Contract shall enter into force on the date on which it is signed by the last contracting party.

I.2.2. Execution of the tasks may under no circumstances begin before the date on which the Contract enters into force.

I.2.3. The duration of the tasks shall not exceed 25 months. This period and all other periods specified in the Contract are calculated in calendar days. Execution of the tasks shall start from date of kick-off meeting. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

The Commission is not obliged to react to any request for extension of the duration of the tasks received less than three months before expiry of the period of execution.

ARTICLE I.3 – CONTRACT PRICE

I.3.1. The total amount to be paid by the Commission under the Contract shall be EUR [*amount in figures and in words*] covering all tasks executed.

I.3.2. N/A
I.3.3. N/A

ARTICLE I.4 – PAYMENT PERIODS AND FORMALITIES

Payments under the Contract shall be made in accordance with Article II.4. Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted. Payment requests may not be made if payments for previous periods have not been executed as a result of default or negligence on the part of the Contractor.

I.4.1. Pre-financing:

Following signature of the Contract by the last contracting party, within 30 days of [*the latest of the following dates*:]

- the receipt by the Commission of a relevant invoice

- the receipt by the Commission of a duly constituted financial guarantee equal to at least EUR [*amount in figures and in words*][5]

a pre-financing payment of

EUR [*complete amount in figures and in words*] equal to 10% of the total amount referred to in Article I.3[.1]

shall be made.

I.4.2 First Interim payment:

Requests for interim payment by the Contractor shall be admissible if accompanied by:

- a Project Status Report for the period at stake, in accordance with the instructions laid down in Annex I
- the relevant invoice

provided the report has been approved by the Commission.

The Commission shall have forty five days from receipt to approve or reject the report, and the Contractor shall have twenty days in which to submit additional information or a new report.

Within thirty days of the date on which the report is approved by the Commission, an interim payment corresponding to [*EUR complete amount in figures and in words*] equal to complete 20% of the total amount referred to in Article I.3.1 shall be made.

I.4.3 Second Interim payment:

Requests for interim payment by the Contractor shall be admissible if accompanied by:

- a Project Status Report for the period at stake, in accordance with the instructions laid down in Annex I
- the relevant invoice

provided the report has been approved by the Commission.

The Commission shall have forty five days from receipt to approve or reject the report, and the Contractor shall have twenty days in which to submit additional information or a new report.

Within thirty days of the date on which the report is approved by the Commission, an interim payment corresponding to [*EUR complete amount in figures and in words*] equal to complete 20% of the total amount referred to in Article I.3.1 shall be made.

[5] This guarantee is mandatory for pre-financing payments exceeding EUR 150 000 or in the case referred to in Article 135(6), second subparagraph, of the rules for the implementation of the Financial Regulation (Regulation No 2342/2002): if the contracting authority does not require proof of the selection criteria capacity for contracts lower or equal to EUR 60.000, pre-financing must be backed by a financial guarantee of the same amount. However, where the contractor is a public body, the authorising officer responsible may, depending on his risk assessment, waive that obligation.

I.4.4 Third Interim payment:

Requests for interim payment by the Contractor shall be admissible if accompanied by:

- a Project Status Report for the period at stake, in accordance with the instructions laid down in Annex I
- the relevant invoice

provided the report has been approved by the Commission.

The Commission shall have forty five days from receipt to approve or reject the report, and the Contractor shall have twenty days in which to submit additional information or a new report.

Within thirty days of the date on which the report is approved by the Commission, an interim payment corresponding to [*EUR complete amount in figures and in words*] equal to complete 20% of the total amount referred to in Article I.3.1 shall be made.

I.4.6. Payment of the balance:

The request for payment of the balance of the Contractor shall be admissible if accompanied by
- the Final Report in accordance with the instructions laid down in Annex I
- the relevant invoices

provided the report has been approved by the Commission.

The Commission shall have forty five days from receipt to approve or reject the report, and the Contractor shall have twenty days in which to submit additional information or a new report.

Within thirty days *of the date on* which the report is approved by the Commission, payment of the balance corresponding to [*EUR complete amount in figures and in words*] equal to complete 30% of the total amount referred to in Article I.3.1 shall be made.

[*For Contractors established in Belgium, the provisions of the Contract constitute a request for VAT exemption No 450, provided the Contractor includes the following statement in his invoice(s): "Exonération de la TVA, article 42, paragraphe 3.3 du code de la TVA" or an equivalent statement in the Dutch or German language.*]

ARTICLE I.5 – BANK ACCOUNT

Payments shall be made to the Contractor's bank account denominated in euro[6], identified[7] as follows:

Name of bank: [complete]
Address of branch in full: [complete]
Exact designation of account holder: [complete]
Full account number including codes: [complete]
[*IBAN*[8] *code*: [complete]]

[6] Or local currency where the receiving country does not allow transactions in EUR.
[7] By a document issued or certified by the bank.
[8] BIC or SWIFT code for countries with no IBAN code.

ARTICLE I.6 – GENERAL ADMINISTRATIVE PROVISIONS

Any communication relating to the Contract shall be made in writing and shall bear the Contract number. Ordinary mail shall be deemed to have been received by the Commission on the date on which it is registered by the department responsible indicated below. Communications shall be sent to the following addresses:

Commission:

European Commission
Directorate-General Enterprise and Industry
EU Satellite, navigation programmes
Unit GP2: EU Satellite, Navigation Programmes Legal, Financial and Institutional
Av. d'Auderghem 45, 07/285
B-1049 Brussels, Belgium
E-mail: ENTR-CFT-11-5502-IRCVR@ec.europa.eu

Contractor:

Mr/Mrs/Ms [complete]
[Function**]**
[*Company name***]**
[Official address in full**]**

ARTICLE I.7– APPLICABLE LAW AND SETTLEMENT OF DISPUTES

I.7.1. The Contract shall be governed by Union law, complemented, where necessary, by the national substantive law of Belgium.

I.7.2. Any dispute between the parties resulting from the interpretation or application of the Contract which cannot be settled amicably shall be brought before the courts of Belgium.

ARTICLE I.8 – DATA PROTECTION

Any personal data included in the Contract shall 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. The data shall be processed solely for the purposes of the performance, management and monitoring of the Contract by DG ENTR/GP2 without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in application of Union law. The Contractor shall have the right of access to his/her personal data and the right to rectify any such data. Should the Contractor have any queries concerning the processing of his/her personal data, s/he shall address them to DG ENTR/GP2. The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.
Where the Contract requires the processing of personal data, the Contractor may act only under the supervision of the data controller, in particular with regard to the purposes of the processing, the categories of data which may be processed, the recipients of the data, and the means by which the data subject may exercise his/her rights.

The data shall be confidential within the meaning of Regulation (EC) No 45/2001 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by Community institutions and bodies and on the free movement of such data. The Contractor shall limit access to the data to the staff strictly necessary for the performance, management and monitoring of the Contract.

The Contractor undertakes to adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned in order to:

a) prevent any unauthorised person from having access to computer systems processing personal data, and especially:
   aa) unauthorised reading, copying, alteration or removal of storage media;
   ab) unauthorised data input as well as any unauthorised disclosure, alteration or erasure of stored personal data;
   ac) unauthorised persons from using data-processing systems by means of data transmission facilities;
b) ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;
c) record which personal data have been communicated, when and to whom;
d) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the contracting institution or body;
e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;
f) design its organisational structure in such a way that it meets data protection requirements.

ARTICLE I.9 – TERMINATION BY EITHER CONTRACTING PARTY

Either contracting party may, of its own volition and without being required to pay compensation, terminate the Contract by serving two months formal prior notice. Should the Commission terminate the Contract, the Contractor shall only be entitled to payment corresponding to part-performance of the Contract. On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the documents required by the Special Conditions for the tasks executed up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

ARTICLE I.9.a – CONTRACT CONCLUDED DURING STANDSTILL PERIOD

In case this Contract was signed by both the Commission and the Contractor before the expiry of 14 calendar days from the day after simultaneous dispatch of information about the award decisions and decisions to reject, this Contract shall be null and void.

This article is applicable for contracts not covered by Directive 2004/18/EC and in cases indicated in Article 158a(2) of the rules for the implementation of the Financial Regulation (Regulation No 2342/2002).

ARTICLE I.10 – OTHER SPECIAL CONDITIONS:

The Contractor shall provide corrective maintenance (as referred to in Annex I) for a duration of 3 (three) months following final acceptance by the EC of the integrity receiver.
The Contractor shall bear all costs related to and incurred in the provision of such corrective maintenance.

II – GENERAL CONDITIONS

ARTICLE II.1 – PERFORMANCE OF THE CONTRACT

II.1.1. The Contractor shall perform the Contract to the highest professional standards. The Contractor shall have sole responsibility for complying with any legal obligations incumbent on him, notably those resulting from employment, tax and social legislation.

II.1.2. The Contractor shall have sole responsibility for taking the necessary steps to obtain any permit or licence required for performance of the Contract under the laws and regulations in force at the place where the tasks assigned to him are to be executed.

II.1.3. Without prejudice to Article II.3 any reference made to the Contractor's staff in the Contract shall relate exclusively to individuals involved in the performance of the Contract.

II.1.4. The Contractor must ensure that any staff performing the Contract have the professional qualifications and experience required for the execution of the tasks assigned to him.

II.1.5. The Contractor shall neither represent the Commission nor behave in any way that would give such an impression. The Contractor shall inform third parties that he does not belong to the European public service.

II.1.6. The Contractor shall have sole responsibility for the staff who execute the tasks assigned to him.

The Contractor shall make provision for the following employment or service relationships with his staff:

- staff executing the tasks assigned to the Contractor may not be given orders direct by the Commission;
- the Commission may not under any circumstances be considered to be the staff's employer and the said staff shall undertake not to invoke in respect of the Commission any right arising from the contractual relationship between the Commission and the Contractor.

II.1.7. In the event of disruption resulting from the action of a member of the Contractor's staff working on Commission premises or in the event of the expertise of a member of the Contractor's staff failing to correspond to the profile required by the Contract, the Contractor shall replace him without delay. The Commission shall have the right to request the replacement of any such member of staff, stating its reasons for so doing. Replacement staff must have the necessary qualifications and be capable of performing the Contract under the same contractual conditions. The Contractor shall be responsible for any delay in the execution of the tasks assigned to him resulting from the replacement of staff in accordance with this Article.

II.1.8. Should any unforeseen event, action or omission directly or indirectly hamper execution of the tasks, either partially or totally, the Contractor shall immediately and on his own initiative record it and report it to the Commission. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken

by the Contractor to ensure full compliance with his obligations under the Contract. In such event the Contractor shall give priority to solving the problem rather than determining liability.

II.1.9. Should the Contractor fail to perform his obligations under the Contract in accordance with the provisions laid down therein, the Commission may - without prejudice to its right to terminate the Contract - reduce or recover payments in proportion to the scale of the failure. In addition, the Commission may claim compensation or impose liquidated damages provided for in Article II.16.

ARTICLE II.2 – LIABILITY

II.2.1. The Commission shall not be liable for damage sustained by the Contractor in performance of the Contract except in the event of wilful misconduct or gross negligence on the part of the Commission.

II.2.2. The Contractor shall be liable for any loss or damage caused by himself in performance of the Contract, including in the event of subcontracting under Article II.13. The Commission shall not be liable for any act or default on the part of the Contractor in performance of the Contract.

II.2.3. The Contractor shall provide compensation in the event of any action, claim or proceeding brought against the Commission by a third party as a result of damage caused by the Contractor in performance of the Contract.

II.2.4. In the event of any action brought by a third party against the Commission in connection with performance of the Contract, the Contractor shall assist the Commission. Expenditure incurred by the Contractor to this end may be borne by the Commission.

II.2.5. The Contractor shall take out insurance against risks and damage relating to performance of the Contract if required by the relevant applicable legislation. He shall take out supplementary insurance as reasonably required by standard practice in the industry. A copy of all the relevant insurance contracts shall be sent to the Commission should it so request.

ARTICLE II.3 - CONFLICT OF INTERESTS

II.3.1. The Contractor shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during performance of the Contract must be notified to the Commission in writing without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.

The Commission reserves the right to verify that such measures are adequate and may require additional measures to be taken, if necessary, within a time limit which it shall set. The Contractor shall ensure that his staff, board and directors are not placed in a situation which could give rise to conflict of interests. Without prejudice to Article II.1 the Contractor shall replace, immediately and without compensation from the Commission, any member of his staff exposed to such a situation.

II.3.2. The Contractor shall abstain from any contact likely to compromise his independence.

II.3.3. The Contractor declares:

- that he has not made and will not make any offer of any type whatsoever from which an unjustified advantage can be derived under the Contract,
- that he has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to performance of the Contract.

II.3.4. The Contractor shall pass on all the relevant obligations in writing to his staff, board, and directors as well as to third parties involved in performance of the Contract. A copy of the instructions given and the undertakings made in this respect shall be sent to the Commission should it so request.

ARTICLE II.4 – PAYMENTS

II.4.1. Pre-financing:

Where required by Article I.4.1, the Contractor shall provide a financial guarantee in the form of a bank guarantee or equivalent supplied by a bank or an authorised financial institution (guarantor) equal to the amount indicated in the same Article to cover pre-financing under the Contract. Such guarantee may be replaced by a joint and several guarantee by a third party.

The guarantor shall pay to the Commission at its request an amount corresponding to payments made by it to the Contractor which have not yet been covered by equivalent work on his part.

The guarantor shall stand as first-call guarantor and shall not require the Commission to have recourse against the principal debtor (the Contractor).

The guarantee shall specify that it enters into force at the latest on the date on which the Contractor receives the pre-financing. The Commission shall release the guarantor from its obligations as soon as the Contractor has demonstrated that any pre-financing has been covered by equivalent work. The guarantee shall be retained until the pre-financing has been deducted from interim payments or payment of the balance to the Contractor. It shall be released the following month or, at the latest, three months after the issuance of a recovery order. The cost of providing such guarantee shall be borne by the Contractor.

II.4.2. Interim payment:

At the end of each of the periods indicated in Annex I the Contractor shall submit to the Commission a formal request for payment accompanied by those of the following documents which are provided for in the Special Conditions:

- Ø an interim technical report in accordance with the instructions laid down in Annex I;
- Ø the relevant invoices indicating the reference number of the Contract to which they refer;
- Ø statements of reimbursable expenses in accordance with Article II.7.

If the report is a condition for payment, on receipt the Commission shall have the period of time indicated in the Special Conditions in which:

- Ø to approve it, with or without comments or reservations, or suspend such period and request additional information; or
- Ø to reject it and request a new report.

If the Commission does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations or information enclosed.

Where the Commission requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new report shall likewise be subject to the above provisions.

II.4.3. Payment of the balance:

Within sixty days of completion of the tasks referred to in Annex I the Contractor shall submit to the Commission a formal request for payment accompanied by those of the following documents which are provided for in the Special Conditions:

- Ø a final technical report in accordance with the instructions laid down in Annex I;
- Ø the relevant invoices indicating the reference number of the Contract to which they refer;
- Ø statements of reimbursable expenses in accordance with Article II.7.

If the report is a condition for payment, on receipt the Commission shall have the period of time indicated in the Special Conditions in which:

- Ø to approve it, with or without comments or reservations, or suspend such period and request additional information; or
- Ø to reject it and request a new report.

If the Commission does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations and information enclosed.

Where the Commission requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new report shall likewise be subject to the above provisions.

II.4.4. Payment currency and costs:

Payments are executed in the currency of the contract.

Costs of the transfer are borne in the following way:

- Ø costs of dispatch charged by the bank of the Commission are borne by the Commission,
- Ø cost of receipt charged by the bank of the Contractor are borne by the Contractor,
- Ø all costs of repeated transfer caused by one of the parties are borne by the party who caused repetition of the transfer.

ARTICLE II.5 – GENERAL PROVISIONS CONCERNING PAYMENTS

II.5.1. Payments shall be deemed to have been made on the date on which the Commission's account is debited.

II.5.2. The payment periods referred to in Article I.4 may be suspended by the Commission at any time if it informs the Contractor that his payment request is not admissible, either because

the amount is not due or because the necessary supporting documents have not been properly produced. In case of doubt on the eligibility of the expenditure indicated in the payment request, the Commission may suspend the time limit for payment for the purpose of further verification, including an on-the-spot check, in order to ascertain, prior to payment, that the expenditure is eligible.

The Commission shall notify the Contractor accordingly and set out the reasons for the suspension by registered letter with acknowledgment of receipt or equivalent. Suspension shall take effect from the date of dispatch of the letter. The remainder of the period referred to in Article I.4 shall begin to run again once the suspension has been lifted.

II.5.3. In the event of late payment the Contractor shall be entitled to interest, provided the calculated interest exceeds EUR 200. In case interest does not exceed EUR 200, the Contractor may claim interest within two months of receiving the payment. Interest shall be calculated at the rate applied by the European Central Bank to its most recent main refinancing operations (*"the reference rate"*) plus seven percentage points (*"the margin"*). The reference rate in force on the first day of the month in which the payment is due shall apply. Such interest rate is published in the C series of the Official Journal of the European Union. Interest shall be payable for the period elapsing from the calendar day following expiry of the time limit for payment up to the day of payment. Suspension of payment by the Commission may not be deemed to constitute late payment.

ARTICLE II.6 – RECOVERY

II.6.1. If total payments made exceed the amount actually due under the Contract or if recovery is justified in accordance with the terms of the Contract, the Contractor shall reimburse the appropriate amount in euro on receipt of the debit note, in the manner and within the time limits set by the Commission.

II.6.2. In the event of failure to pay by the deadline specified in the request for reimbursement, the sum due shall bear interest at the rate indicated in Article II.5.3. Interest shall be payable from the calendar day following the due date up to the calendar day on which the debt is repaid in full.

II.6.3. The Commission may, after informing the Contractor, recover amounts established as certain, of a fixed amount and due by offsetting, in cases where the Contractor also has a claim on the Union or the European Atomic Energy Community that is certain, of a fixed amount and due. The Commission may also claim against the guarantee, where provided for.

ARTICLE II.7 - REIMBURSEMENTS

II.7.1. Where provided by the Special Conditions or by Annex I, the Commission shall reimburse the expenses which are directly connected with execution of the tasks on production of original supporting documents, including receipts and used tickets.

II.7.2. Travel and subsistence expenses shall be reimbursed, where appropriate, on the basis of the shortest itinerary.

II.7.3. Travel expenses shall be reimbursed as follows:

a) travel by air shall be reimbursed up to the maximum cost of an economy class ticket at the time of the reservation;

b) travel by boat or rail shall be reimbursed up to the maximum cost of a first class ticket;

c) travel by car shall be reimbursed at the rate of one first class rail ticket for the same journey and on the same day;

d) travel outside Union territory shall be reimbursed under the general conditions stated above provided the Commission has given its prior written agreement.

II.7.4. Subsistence expenses shall be reimbursed on the basis of a daily allowance as follows:

a) for journeys of less than 200 km (return trip) no subsistence allowance shall be payable;

b) daily subsistence allowance shall be payable only on receipt of a supporting document proving that the person concerned was present at the place of destination;

c) daily subsistence allowance shall take the form of a flat-rate payment to cover all subsistence expenses, including accommodation, meals, local transport, insurance and sundries;

d) daily subsistence allowance, where applicable, shall be reimbursed at the rate specified in Article I.3.3.

II.7.5. The cost of shipment of equipment or unaccompanied luggage shall be reimbursed provided the Commission has given prior written authorisation.

ARTICLE II.8 – OWNERSHIP OF THE RESULTS - INTELLECTUAL AND INDUSTRIAL PROPERTY

Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the Contract, shall be owned solely by the Union, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where industrial or intellectual property rights exist prior to the Contract being entered into.

ARTICLE II.9 – CONFIDENTIALITY

II.9.1. The Contractor undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to performance of the Contract. The Contractor shall continue to be bound by this undertaking after completion of the tasks.

II.9.2. The Contractor shall obtain from each member of his staff, board and directors an undertaking that they will respect the confidentiality of any information which is linked, directly or indirectly, to execution of the tasks and that they will not divulge to third parties or use for their own benefit or that of any third party any document or information not available publicly, even after completion of the tasks.

ARTICLE II.10 - USE, DISTRIBUTION AND PUBLICATION OF INFORMATION

II.10.1. The Contractor shall authorise the Commission to process, use, distribute and publish, for whatever purpose, by whatever means and on whatever medium, any data contained in or relating to the Contract, in particular the identity of the Contractor, the subject matter, the duration, the amount paid and the reports. Where personal data is concerned, Article I.8 shall apply.

II.10.2. Unless otherwise provided by the Special Conditions, the Commission shall not be required to distribute or publish documents or information supplied in performance of the Contract. If it decides not to publish the documents or information supplied, the Contractor may not have them distributed or published elsewhere without prior written authorisation from the Commission.

II.10.3. Any distribution or publication of information relating to the Contract by the Contractor shall require prior written authorisation from the Commission and shall mention the amount paid by the Union. It shall state that the opinions expressed are those of the Contractor only and do not represent the Commission's official position.

II.10.4. The use of information obtained by the Contractor in the course of the Contract for purposes other than its performance shall be forbidden, unless the Commission has specifically given prior written authorisation to the contrary.

ARTICLE II. 11 – TAXATION

II.11.1. The Contractor shall have sole responsibility for compliance with the tax laws which apply to him. Failure to comply shall make the relevant invoices invalid.

II.11.2. The Contractor recognises that the Commission is, as a rule, exempt from all taxes and duties, including value added tax (VAT), pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union.

II.11.3. The Contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the goods and services required for performance of the Contract are exempt from taxes and duties, including VAT.

II.11.4. Invoices presented by the Contractor shall indicate his place of taxation for VAT purposes and shall specify separately the amounts not including VAT and the amounts including VAT.

ARTICLE II.12 – FORCE MAJEURE

II.12.1. Force majeure shall mean any unforeseeable and exceptional situation or event beyond the control of the contracting parties which prevents either of them from performing any of their obligations under the Contract, was not due to error or negligence on their part or on the part of a subcontractor, and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making it available, labour disputes, strikes or financial problems cannot be invoked as force majeure unless they stem directly from a relevant case of force majeure.

II.12.2. Without prejudice to the provisions of Article II.1.8, if either contracting party is faced with force majeure, it shall notify the other party without delay by registered letter with acknowledgment of receipt or equivalent, stating the nature, likely duration and foreseeable effects.

II.12.3. Neither contracting party shall be held in breach of its contractual obligations if it has been prevented from performing them by force majeure. Where the Contractor is unable to perform his contractual obligations owing to force majeure, he shall have the right to remuneration only for tasks actually executed.

II.12.4. The contracting parties shall take the necessary measures to reduce damage to a minimum.

ARTICLE II.13 – SUBCONTRACTING

II.13.1. The Contractor shall not subcontract without prior written authorisation from the Commission nor cause the Contract to be performed in fact by third parties.

II.13.2. Even where the Commission authorises the Contractor to subcontract to third parties, he shall none the less remain bound by his obligations to the Commission under the Contract and shall bear exclusive liability for proper performance of the Contract.

II.13.3. The Contractor shall make sure that the subcontract does not affect rights and guarantees to which the Commission is entitled by virtue of the Contract, notably Article II.17.

ARTICLE II.14 – ASSIGNMENT

II.14.1. The Contractor shall not assign the rights and obligations arising from the Contract, in whole or in part, without prior written authorisation from the Commission.

II.14.2. In the absence of the authorisation referred to in 1 above, or in the event of failure to observe the terms thereof, assignment by the Contractor shall not be enforceable against and shall have no effect on the Commission.

ARTICLE II.15 – TERMINATION BY THE COMMISSION

II.15.1. The Commission may terminate the Contract in the following circumstances:

(a) where the Contractor is being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

(b) where the Contractor has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which he is established or with those of the country applicable to the Contract or those of the country where the Contract is to be performed;

(c) where the Commission has evidence or seriously suspects the Contractor or any related entity or person, of professional misconduct;

(d) where the Commission has evidence or seriously suspects the Contractor or any related entity or person, of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's financial interests;

(e) where the Commission has evidence or seriously suspects the Contractor or any related entity or person, of substantial errors, irregularities or fraud in the award procedure or the performance of the Contract;

(f) where the Contractor is in breach of his obligations under Article II.3;

(g) where the Contractor was guilty of misrepresentation in supplying the information required by the Commission as a condition of participation in the Contract procedure or failed to supply this information;

(h) where a change in the Contractor's legal, financial, technical or organisational situation could, in the Commission's opinion, have a significant effect on the performance of the Contract;

(i) where execution of the tasks has not actually commenced within three months of the date foreseen, and the new date proposed, if any, is considered unacceptable by the Commission;

(j) where the Contractor is unable, through his own fault, to obtain any permit or licence required for performance of the Contract;

(k) where the Contractor, after receiving formal notice in writing to comply, specifying the nature of the alleged failure, and after being given the opportunity to remedy the failure within a reasonable period following receipt of the formal notice, remains in serious breach of his contractual obligations.

II.15.2. In case of force majeure, notified in accordance with Article II.12, either contracting party may terminate the Contract, where performance thereof cannot be ensured for a period corresponding to at least to one fifth of the period laid down in Article I.2.3.

II.15.3. Prior to termination under point c), d), e), h) or k), the Contractor shall be given the opportunity to submit his observations.

Termination shall take effect on the date on which a registered letter with acknowledgment of receipt terminating the Contract is received by the Contractor, or on any other date indicated in the letter of termination.

II.15.4. Consequences of termination:
In the event of the Commission terminating the Contract in accordance with this Article and without prejudice to any other measures provided for in the Contract, the Contractor shall waive any claim for consequential damages, including any loss of anticipated profits for uncompleted work. On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the documents required by the Special Conditions for the tasks executed up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

The Commission may claim compensation for any damage suffered and recover any sums paid to the Contractor under the Contract.

On termination the Commission may engage any other contractor to complete the services. The Commission shall be entitled to claim from the Contractor all extra costs incurred in making good and completing the services, without prejudice to any other rights or guarantees it has under the Contract.

ARTICLE II.15a – SUBSTANTIAL ERRORS, IRREGULARITIES AND FRAUD ATTRIBUTABLE TO THE CONTRACTOR

Where, after the award of the Contract, the award procedure or the performance of the Contract prove to have been subject to substantial errors, irregularities or fraud, and where such errors, irregularities or fraud are attributable to the Contractor, the Commission may refuse to make payments, may recover amounts already paid or may terminate all the contracts concluded with the Contractor, in proportion to the seriousness of the errors, irregularities of fraud.

ARTICLE II.16 – LIQUIDATED DAMAGES

Should the Contractor fail to perform his obligations under the Contract within the time limits set by the Contract, then, without prejudice to the Contractor's actual or potential liability incurred in relation to the Contract or to the Commission's right to terminate the Contract, the Commission may decide to impose liquidated damages of 0.2% of the amount specified in Article I.3.1 per calendar day of delay. The Contractor may submit arguments against this decision within thirty days of notification by registered letter with acknowledgement of receipt or equivalent. In the absence of reaction on his part or of written withdrawal by the Commission within thirty days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable. These liquidated damages shall not be imposed where there is provision for interest for late completion. The Commission and the Contractor expressly acknowledge and agree that any sums payable under this Article are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses that may be reasonably anticipated from such failure to perform obligations.

ARTICLE II.17 – CHECKS AND AUDITS

II.17.1. Pursuant to Article 142 of the Financial Regulation applicable to the general budget of the European Communities, the Court of Auditors shall be empowered to audit the documents held by the natural or legal persons receiving payments from the budget of the Union from signature of the Contract up to five years after payment of the balance.

II.17.2. The Commission or an outside body of its choice shall have the same rights as the Court of Auditors for the purpose of checks and audits limited to compliance with contractual obligations from signature of the Contract up to five years after payment of the balance.

II.17.3. In addition, the European Anti Fraud Office may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 and Parliament and Council Regulation (EC) No 1073/1999 from signature of the Contract up to five years after payment of the balance.

ARTICLE II.18 – AMENDMENTS

Any amendment to the Contract shall be the subject of a written agreement concluded by the contracting parties. An oral agreement shall not be binding on the contracting parties.

ARTICLE II.19 – SUSPENSION OF THE CONTRACT

Without prejudice to the Commission's right to terminate the Contract, the Commission may at any time and for any reason suspend execution of the tasks under the Contract or any part thereof. Suspension shall take effect on the day the Contractor receives notification by registered letter with acknowledgment of receipt or equivalent, or at a later date where the notification so provides. The Commission may at any time following suspension give notice to the Contractor to resume the work suspended. The Contractor shall not be entitled to claim compensation on account of suspension of the Contract or of part thereof.

SIGNATURES

For the Contractor, [*Company name*/forename/surname/function]	For the Commission, Mr. Heinz Zourek, Director General for Enterprise and Industry or his authorised representative
signature: _____	signature:_____
Done in , date:	Done in Brussels, date:

In duplicate in English.

6.3. MODEL GUARANTEE

[MODEL] LETTER FOR PRE-FINANCING FIRST DEMAND GUARANTEE

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

European Union
Represented by the European Commission
Directorate-General […] – [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.

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.*[9]]

   [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[10]).]

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*].

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

_____	[_____]
[Signature/ Function at the Financial Institution/Bank]	[Signature/ Function at the Financial Institution/Bank]

[9] In any case, this period should never be reduced.

[10] This mention has to be inserted where the law applicable to the guarantee imposes a precise expiry date.

6.4. FINANCIAL AND ECONOMIC CAPACITY OVERVIEW FORM (INVITATION TO TENDER No ENTR/129/PP/ENT/SP2/11/5502)

Financial and Economic Capacity Overview			
Currency : *EURO*			**Figures** ***(000)***
	N* (* most recent figures available)	**N-1**	**N-2**
Total Balance Sheet			
TRADE DEBTORS *Amounts due by commercial customers*			
CAPITAL and RESERVES (Equity) *Amounts owned by the company*			
TRADE CREDITORS *Amounts due to commercial suppliers*			
SHORT TERM DEBT			
LONG TERM DEBT			
LIQUIDITY *Bank accounts, cash at hand*			
About PROFIT & LOSS			
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 No ENTR/129/PP/ENT/SP2/11/5502

INTEGRITY GNSS RECEIVERS

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.17 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 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 Contract, 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 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 Contract, 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

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 n) depending on the role of each economic operator in the tender (coordinator/group leader in joint bid, partner in joint bid, single contractor, main contractor, 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	Section	Coordinator or group leader in joint bid	All partners in joint bid	Single or Main contractor	Sub-contractor
Power of attorney of partners in joint bid indicating the group leader (see annex 6.6)	1		n		
Letter of intent of subcontractor (see annex 6.5)	1				n
Legal Entity Form (see section 4.2.1) Download the form from : http://ec.europa.eu/budget/execution/legal_entities_en.htm	1	n	n	n	n
Supporting documents for the Legal Entity File Form	1	n	n	n	
Financial Identification form (see section 4.2.1) Download the form from: http://europa.eu.int/comm/budget/execution/ftiers_fr.htm.	1	n		n	
Exclusion Criteria form (see section 5.1.1 and annex 6.1)	2	n	n	n	n
Evidence of Economic and financial capacity (see section 5.2.2 and annex 6.4)	3	n	n	n	
Evidence of Technical and professional capacity (see section 5.2.3) Go to the following page to fill in the CV: http://europass.cedefop.europa.eu/europass/preview.action?locale_id=1	3	n	n	n	n

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

Description	Section	Coordinator or single tenderer
Technical Proposal (see section 4.2.4 and 4)	4	n
Financial Proposal (see section 4.2.5)	5	n