

EUROPEAN COMMISSION
DIRECTORATE-GENERAL ENERGY AND TRANSPORT

Brussels, 25th May 2009

INVITATION TO TENDER No. TREN/G3/316-1/1-2008

(open procedure)

Dear Sir/Madam,

1. The European Commission invites tenders for a service contract regarding the following project:
Implementation of a Centralised Access System to the European GNSS Simulation and Testing Infrastructure

This invitation to tender follows the publication of:

- the contract notice in OJEU S 2009/S 98-140618 of 23/05/2009

2. If you are interested in this contract, you must submit a tender in **triplicate**, in one of the official languages of the European Union.

Tenders must be:

- (a) **either sent by registered mail or by private courier**

The tender must be sent by registered mail or by private courier, dispatched not later than 22/07/2008 (the postmark or the receipt issued by the courier service serving as proof of the dispatch) to the following address:

By registered mail

European Commission
Directorate-General Energy and Transport
DM 28 - 0/110 - Archives
B-1140 Brussels
Belgium

By private courier

European Commission
Directorate-General Energy and Transport - DM 28 - 0/110
Avenue du Bourget, 1
B-1140 Brussels (Evere)
Belgium

- (b) **or delivered by hand**

Tenders must be delivered by hand at the **Central Mail of the European Commission** by 22/07/2009 **not later than 4 p.m.** (Brussels time), at the following address:

European Commission
Directorate-General Energy and Transport – DM 28 0/110
Avenue du Bourget, 1
B-1140 Brussels (Evere)
Belgium

In this case, 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. The department is open from 08.00 to 17.00 Monday to Thursday, and from 8.00 to 16.00 on Fridays. It is closed on Saturdays, Sundays and Commission holidays.

3. Tenders must be placed inside two sealed envelopes, one inside the other. **The inner envelope should be marked:**

<p>Call for tenders No. TREN/ G3/316-1/1-2008 <u>not to be opened by the internal mail department</u> DM 28 0/110 – Archives</p>

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

The non-compliance with these formal conditions will entail the rejection of the bids at the opening session.

4. Tenders will be opened at 16h00 on 03/08/2009, at 28 Rue De Mot (Directorate-General Energy and Transport, mail department, ground floor, office 110 1040-Brussels).
This opening session will be public. Each tenderer may be represented by not more than one person. At the end of the opening session, the Chairman of the opening committee will indicate the name of the tenderers and the decision concerning the admissibility of each offer received. The prices mentioned in the bids will not be communicated.
5. The specification, listing all the documents that must be produced in order to tender, including supporting evidence of economic, financial, technical and professional capacity and the draft contract are attached.
6. Tenders must be signed by the tenderer or his duly authorised representative and perfectly legible so that there can be no doubt as to words and figures.
7. Validity period of the tender: six months as from the final date for submission of tenders mentioned under point 2 above.
8. Submission of a tender implies acceptance of all the terms and conditions set out in this invitation to tender, in the specification, in the draft contract and, where applicable, waiver of the tenderer's own general or specific terms and conditions. The terms and conditions are binding on the tenderer to whom the contract is awarded during the performance of the contract.

9. Contacts between the awarding authority and tenderers are prohibited throughout the procedure except in exceptional circumstances and under the following conditions only:

Before the closing date for submission of tenders

- At the request of the tenderer, the awarding authority may provide additional information solely for the purpose of clarifying the nature of the contract.

Requests for additional information must be sent in writing not later than six calendar days before the closing date for submission of tenders to the following address:

Mr Eric CHATRE
European Commission
DM 28 - 04/022
B-1049 Brussels
Belgium

Fax + 32 2 299 83 32

E-mail: TREN-G5-CALL-FOR-TENDERS@ec.europa.eu

- The Commission may, on its own initiative, inform interested parties of any error, inaccuracy, omission or any other material shortcoming in the text of the tender documents.
- Further information will be sent simultaneously to all tenderers who have requested the specification in writing, where this is appropriate. Tenderers who have downloaded the documents from the Directorate-General Energy and Transport website (DG TREN) are invited to consult this site regularly until the deadline for submission.

After the opening of tenders

If a tender requires clarification, or if there is a need to correct material errors which have occurred in the drafting of the tender, the Commission may take the initiative and contact the tenderer(s). Such contact shall not lead to the conditions of the tender being altered in any way.

10. This invitation to tender is in no way binding on the Commission. A commitment will come about only when a contract with the successful tenderer has been signed.

Until a contract is signed, the awarding authority may decide not to award a contract or to cancel the tendering procedure, without the candidates or tenderers being entitled to claim any compensation. Where appropriate, the decision will be substantiated and brought to the attention of the tenderers.

11. Tenderers will be informed of whether their tenders have been accepted or rejected.

12. The follow-up of your response to the invitation to tender will require the recording and further processing of personal data (i.e. name, address, CV, etc.). This data will be processed in accordance with the requirements of Regulation (CE) 45/2001 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. Unless if otherwise stated, replies to questions and personal data requested are necessary for the purpose of assessing your tender (according to the specifications of the invitation to tender) and will only be processed within DG TREN as data controller, for this purpose. You may, upon request, have your personal data sent to

you and rectify any inaccurate or incomplete particulars. Should you have any queries concerning the processing of your personal data, please address them to the entity acting as data controller within DG TREN. As regards the processing of your personal data, you have the right to bring the matter before the European Data Protection Supervisor at any time.

13. You are informed that for the purposes of safeguarding the financial interest of the Communities, your personal data may be transferred to internal audit services, to the European 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 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.

Yours faithfully,

(Signed)

Fotis Karamitsos
Director

TENDER SPECIFICATIONS
ATTACHED TO THE INVITATION TO TENDER

**Invitation to tender No. TREN/ G3/316-1/1-2008 concerning
Implementation of a Centralised Access System to the European GNSS Simulation
and Testing Infrastructure**

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I. SPECIFICATIONS

I.1. Introduction

Significant effort has been done in the past by private and public actors in the field of GNSS testing and simulation, leading to plenty of initiatives for the development of simulation tools and test beds.

In order to coordinate these efforts to provide a valuable service for the European stakeholders, a project was launched by the GSA in the FP7 1st call (referred as SCENIC). The main tasks of this project were the following

- First to conduct an initial survey/investigation to provide an overview of the existing European test and simulation capabilities;
- Then to propose a system definition and operational concept for a service that would provide a harmonisation framework for the already existing testing infrastructure offering European users a single entry point, called European GNSS Simulation and Testing Infrastructure, or GSTI.

The aim of this tender in the 2nd call is to translate the previous activities into tangible results through the design and development of the first GSTI platform and the start of provision of a service to European users, service providers, manufacturers, etc., which need to make use of the European simulation and testing capabilities.

I.2. Purpose of the contract

The objective of the project is to develop a platform which provides support to GNSS activities related to simulation and testing by establishing a centralised point of contact to a network of European GNSS laboratories and a first level communication channel with the organizations providing the final services. The main intended functionalities for this tool are the following:

- All the information about available tools and laboratories collected during the preliminary definition activities (FP7 1st call) will be made accessible to registered users, including all relevant publicly accessible documentation on the tools. The information shall be managed in a database (information categorized) according to several attributes. Registered users will be allowed to perform searches in the database.
- The system is intended to support networking between the European laboratories and the final users. One of the potential functionalities of the tool could be the booking of a certain tool or lab facilities to run tests. This implies the synchronisation between the GSTI and the remote labs scheduler.
- The tool should provide support to the performance of public surveys to users of the portal. It will be possible for registered users to raise comments on the published documents. Those comments will be entered in the tool with a predefined format (which can be configurable ad-hoc by the system administrator) that might ease the post-processing and successive management of the comments.

- A web-based helpdesk service will be provided to registered users. Users with specific needs on testing tools will be able to request additional information not directly available through the main interface (web-portal).
- Potentially serve as hosting system for EC owned GNSS analysis and simulation SW tools.

It should be noted that the EC will make available to the contractor all the information from the SCENIC project. This project will provide:

- Survey on European GNSS testbeds and simulation capabilities
- Study on design, interfaces, harmonisation, etc.
- Study on concept of operations, risks, etc.

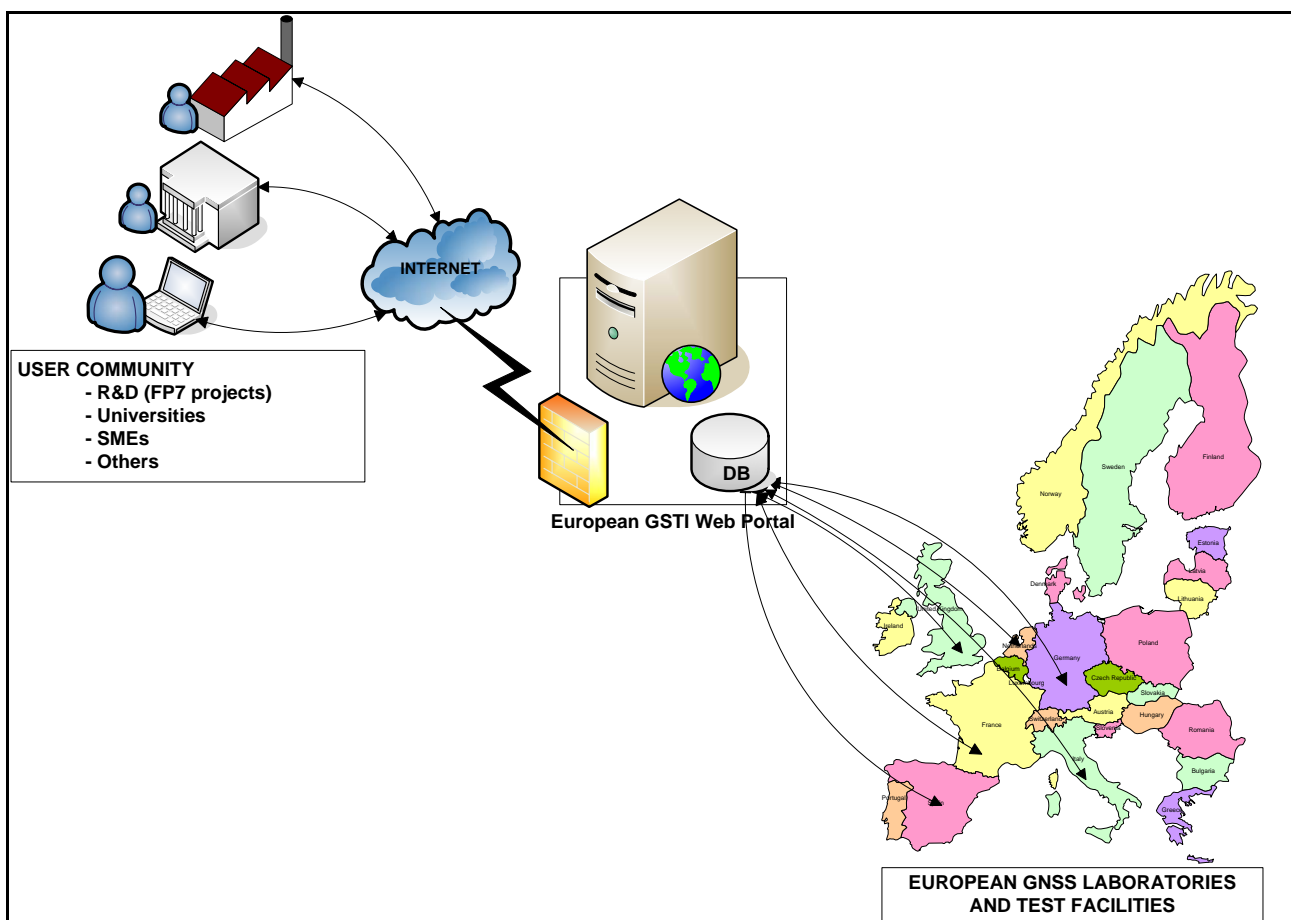


Figure 1 - Project context and GSTI V1 concept

The project has been split into two main phases of equal duration. The first one will cover the definition and development of the GSTI V1 platform, preferably using existing web server related COTS tailored to the project needs. The second phase is focused on the operation of the system, its promotion among the community and the collection of user's feedback. This second phase is expected to conclude with a new system release GSTI V2, retuning and extending the original capabilities according to the collected user feedback.

This contract includes the execution of the following tasks:

Task 1: Management (T0, T0+18)

Task 2: User and System Requirements (T0, T0+3)

Task 3: System Design and Development (T0+3, T0+7)

Task 4: Integration and Test (T0+7, T0+9)

Task 5: Initial Operations and Maintenance (T0+9, T0+18)

Task 6: User Support, Feedback Collection and Awareness (T0+9, T0+18)

Task 7: Platform Evolution and Final Platform Delivery (T0+14, T0+18)

Task 8: Technical Study on Accesibility to EC SW Tools (T0+10, T0+15)

The project logic for the performance of the different activities proposed in this SoW is shown in the following chart

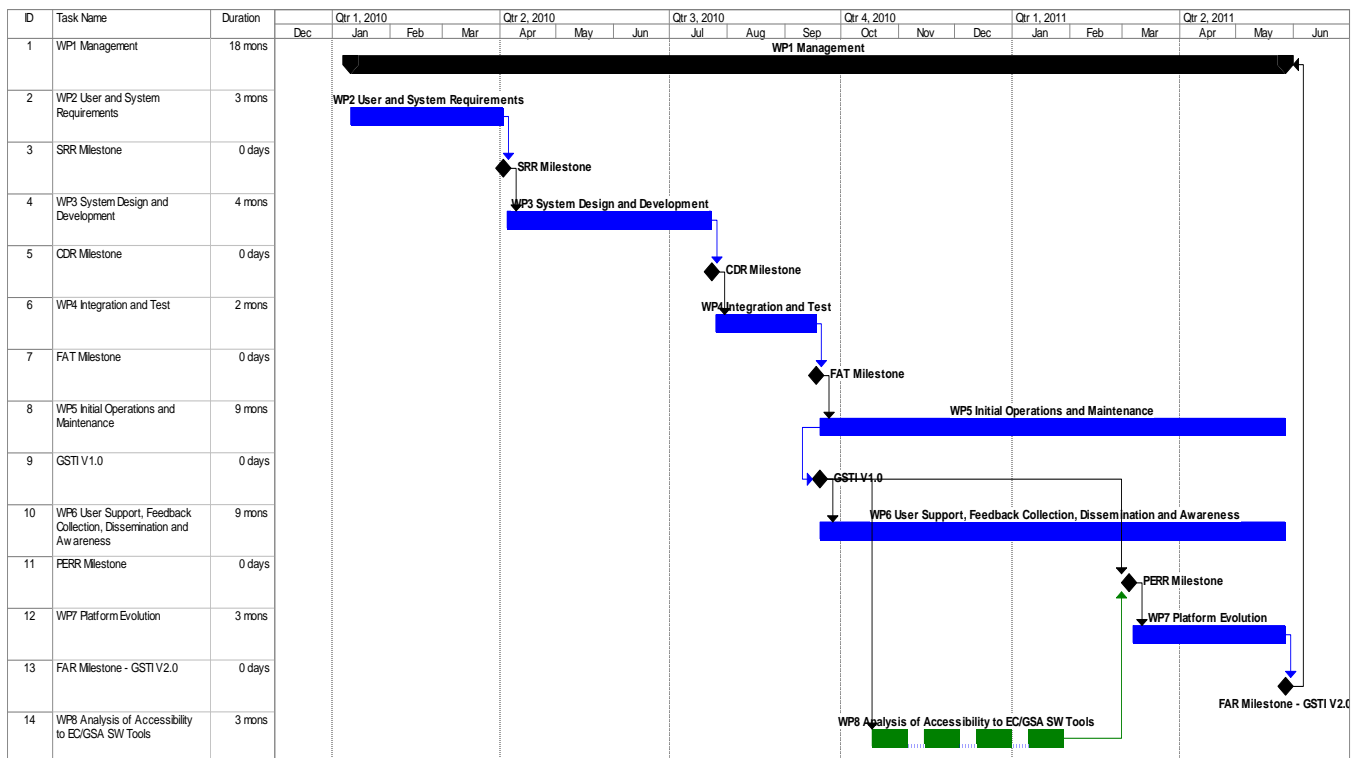


Figure 2 Project Logic

The activities associated with these tasks are described with further detail in the following sections.

List of Acronyms

ADD	Architectural Design Document
CDR	Critical Design Review
COTS	Commercial Off The Shelf
DJF	Design Justification File
EC	European Commission
EU	European Union
FAR	Final Acceptance Review
FAT	Factory Acceptance Test
FP	EU reseach Framework Programme
FTP	File Transfer Protocol
HW	Hardware
ICD	Interface Control Document
IT	Information Technologies
KO	Kick Off
GNSS	Global Navigation Satellite System
GUI	Graphical User Interface
GSA	European GNSS Supervisory Authority
GSTI	GNSS Simulation and Testing Infrastructure
PERR	Platform Evolution Readiness Review
R&D	Research and Development
SoC	Statement of Compliance
SRD	System Requirements Document
SRR	System Requirements Review
SW	Software
T0	Kick-off meeting
URD	User Requirements Document
WBS	Work Breakdown Structure
WRT	With Respect To

Tasks

1.2.1. TASK 1 – MANAGEMENT

1.2.1.1. Description

The task consists in providing the overall management for the contract. The main activities to be performed are:

- Contractual management
- Organization and coordination of project internal activities including internal communication flow
- Management of documents
- Tracking of project status
- Establish and maintain travel plan
- Review and verification of deliverables
- Organization of progress meetings (calling notice, agenda, chairing and reporting)
- Identify needs for interfaces with external entities
- Ensure coordination between the different activities as necessary

Throughout the duration of the contract, the contractor will be requested to provide various reports and attend various meetings as referred to under point 1.3 below.

1.2.1.2. Milestones

Progress meetings will be collocated with the major project milestones (see Project milestones and meetings on P. 18).

Further to the planned meetings with the contractor, should additional technical coordination with EC be required to progress on specific project topics, the contacts shall be carried out via teleconference.

1.2.2. TASK 2 – User and System Requirements

1.2.2.1. Description

This first task is devoted to the specification of the preliminary GSTI V1 to be developed. A big share of the efforts shall be devoted to consolidate the preliminary specifications presented in this SoW. The Contractor is expected to base this analysis upon his own knowledge and experience and, more important, the outcomes of the SCENIC FP7 study on the definition of the GSTI to be concluded by end 2009. SCENIC outcomes should provide valuable information about the GSTI system design, interfaces and concept of operations.

In addition to this analysis, the contractor shall develop a list of use cases for the system to be developed. Once the previous analysis is done, the contractor shall be in a position to write the system specification in the form of a SRD.

Special attention will be paid to specific aspects such as:

- The implementation of security features, preventing non-authorised access to the system and intrusions
- The specification of the web based GUI and applicable coding standards
- The flexibility and scalability of the design, allowing the addition of
 - New functionalities

- New connections to new GNSS laboratories
- New registered users
- The definition of a client module to allow the communication and data exchange flow between the remote GNSS laboratories and the centralised system
- Limiting the complexity of operations

The contractor shall consult representatives from some of the European testing initiatives (To be confirmed at project KO) in order to support the definition of a SW client module, which shall allow the remote centres to have direct access to their own contents in the GSTI database. The connected centres are supposed to maintain their database entries up-to-date in a transparent way. It is expected that SCENIC will provide additional information about the potential needs and networking features to be established among the European GNSS Centres.

In addition to the functionalities already mentioned in section **I.2 (Purpose of the Contract)**, the GSTI platform should also foresee an FTP server where registered users can access in an organised way relevant documentation such as tools' user manuals, tools' ICDs, reference datasets, freely available software tools, etc.

At the end of this phase, the contractor shall also perform a survey on IT COTS SW tools providing cost effective solutions for the implementation of the GSTI portal. Among these tools the contractor will be requested to perform a cost benefit analysis in order to identify the optimal solution.

The task will be concluded after successful close-out of the SRR milestone review.

1.2.2.2. Deliverables related to Task 2

Ref	Title	Delivery	Comments
D2.1	User Requirements Document (URD)	T0+2 months	includes description of the use cases
D2.2	System Requirements Document (SRD)	T0+3 months	includes specifications on the web interface and security aspects
D2.3	Survey report on IT COTS tools suitable to platform development	T0+3 months	i.e. database management

1.2.3. TASK 3 – System Design and Development

1.2.3.1. Description

This workpackage is mainly focused on the detailed design (both logical and physical) of the GSTI platform specified in the course of Task 2. In order to speed-up the development, the logical design of the elements should relay preferably on COTS SW tools which provide the required functionality. For those elements for which no reliable commercial solution is found, SW prototypes will be developed.

The activities to be performed at this stage are the following:

- Define the system breakdown on functional chains and establish detailed logical design either based on COTS or SW prototypes
- Establishment of the system perimeter and analysis of the System External ICD, including the definition of the formats
- Define low level element interfaces and applicable formats
- Refinement and consolidation of the web portal GUI specification and development of the web portal emulator. This emulator is intended to present graphically the web design and assess its compliance against the GUI specification.

The contractor shall justify his/her design choices for the implementation of the system and deliver a design justification file.

Further to the design activities, the contractor is expected to draft an Integration and Test plan for the system, indicating traceability to the System and External Interface Requirements. For those requirements to be verified through test, test cases and test procedures will be proposed.

Finally the contractor will also provide at this stage the Configuration Management Plan which will be put in place to ensure traceability during the integration and subsequent operation phases for approval.

The task will be concluded after successful close-out of the CDR milestone review.

1.2.3.2. Deliverables related to Task 3

Ref	Title	Delivery	Comments
D3.1	Architectural Design Document (ADD)	T0+6 months	includes description of physical and logical design
D3.2	Design Justification File (DJF)	T0+6 months	
D3.3	External Interface Control Document (ICD)	T0+6 months	
D3.4	Inventory of IT COTS SW/HW	T0+7 months	
D3.5	Preliminary delivery of GUI (SW interface emulator)	T0+7 months	
D3.6	Integration and Test Plan	T0+7 months	includes Test Cases and traceability to SRD and ICD
D3.7	Configuration Management Plan	T0+7 months	

1.2.4. TASK 4 - Integration and Testing

1.2.4.1. Description

Once the system has been designed and developed, the contractor shall integrate and test the platform. At this stage, the contractor shall verify the consistency of the internal and external interfaces between the different elements and the system functionalities.

The integration and tests will be run in the contractor's premises, and according to the Test Plan, Test Cases and validation platform described in the phases above. The validation platform shall allow testing the interfaces that will be implemented afterwards with the users as well as with the testing facilities in the future GSTI network.

After successfully concluding the integration activities, the planned system tests shall be executed to validate the platform. Traceability between the system requirements and interfaces and verification activities shall be assured.

Once the platform is validated, it will be made available to users and test facilities through the internet. The contractor is supposed to book and procure an internet connection and a domain so that the web portal is made available as soon as the system is connected to the internet.

Depending on the validation platform proposed by the contractor and the final selected architecture, the contractor may provide any client software to a laboratory to be included later in the GSTI network in order to ensure due connectivity and functionality of the links with external facilities. In such case, the contractor is supposed to support the configuration of the client software and demonstrate that it complies with the local network security rules.

In addition to the validation activities, the contractor shall prepare the subsequent initial operations & maintenance phase, including at least the following:

- Define the required procedures for the deployment, installation and operation of the system
- Populate the embedded tools' database with the available information. The input for this task shall include the survey report completed during the FP 1st Call activity
- Prepare the maintenance plan.

The task will be concluded after successful close-out of the FAT milestone review.

1.2.4.2. Deliverables related to Task 4

Ref	Title	Delivery	Comments
D4.1	Integration and System Test Report	T0+9 months	includes SoC to SRD and system ICD
D4.2	GSTI V1 Platform	T0+9 months	full GSTI platform will be available in-factory. A GSTI Version 1 release including SW, conf. files, databases, etc. will be provided to the Commission.
D4.3	GSTI V1 User Manual	T0+9 months	
D4.4	GSTI V1 Initial Operational Procedures	T0+9 months	
D4.5	GSTI V1 Maintenance Plan	T0+9 months	

1.2.5. TASK 5 – Initial Operations and Maintenance

1.2.5.1. Description

The purpose of this task is to cover the initial operations phase and maintenance of the GSTI after it has been successfully validated. The contractor is expected to host the platform during this period, start providing the required services to the users and operating with the testing facilities to be included in the network at this stage.

This phase includes also the corrective maintenance of the platform for solving the non conformances raised, and any HW/SW installation derived from it. The contractor shall be able to track, handle and report the observations and anomalies through a database.

The contractor shall keep the system on-line during the whole duration of this phase.

During this phase, the contractor shall submit periodical reports on the operations in a structured manner. Apart from the periodical reports, the Commission will have full visibility, upon request, of the interaction with the users and the labs.

At the end of this phase, a new version of the operational procedures associated to the final version of the GSTI V2 will be delivered.

The task will run until the end of the project and will conclude after successful close-out of the FAR milestone review.

1.2.5.2. Deliverables related to Task 5

Ref	Title	Delivery	Comments
D5.1	Observation and Non Conformance Reports	T0+15 months	
D5.2.x	Periodical reports on Operations	Quarterly starting at T0+12	
D5.3	GSTI V2 Operational Procedures	T0+18 months	including system deployment/installation procedures

1.2.6. TASK 6 – User Support, Feedback Collection and Awareness

1.2.6.1. Description

This task will run in parallel with Task 5, and is related to the promotion of the platform and collection of user's feedback. The main activities to be performed are the following:

- Support users through a helpdesk service. The type of communication with the user, reactivity times, type of support, etc., shall be proposed by the contractor. Consider also to punctually support the involved test facilities in the GSTI network.
- Gather feedback from the users and the test facilities involved, concerning observations, anomalies, improvements of the services, new proposed features, interfaces, etc., and report it to the Commission in a structured manner. The contractor shall create and maintain a log

register indicating all failure events and problems. All this information shall be considered for the next version (GSTI V2) to be delivered at the end of the project. Apart from the periodical reports, the Commission will have full visibility, upon request, of the interaction with the users and the test facilities.

- Perform some awareness activities (Public Relations) on the existence of the service. This includes the submission of papers and presentations to key conferences. The contractor should consider as well the possibility to perform a public event with main entities involved around the middle of the initial operations period. Other ways of awareness can also be proposed. It is understood that the web server which is part of the platform, will be also used for awareness purposes.

The task will run until the end of the project and will concluded after successful close-out of the FAR milestone review.

1.2.6.2. Deliverables related to Task 6

Ref	Title	Delivery	Comments
D6.1	GSTI User and facilities feedback report	Quarterly starting at T0+12	
D6.2	Report on conducted awareness activities	T0+15	Organisation of Public Event to be confirmed at KOM
D6.3	Delta features GSTI V2	T0+15	

1.2.7. TASK 7 – Platform Evolution and Final Platform Delivery

1.2.7.1. Description

This task will take place at the end of the project and will be launched after the successful close-out of the PERR milestone. The sought output is the release of a new version of the platform taking into account all the inputs gathered during the initial operations.

Based on the recommendations, the contractor shall agree with the Commission the content of the new release GSTI V2 and deliver and install it in the premises defined by the Commission. This delivery will be accepted after regression wrt V1 has been ensured and successful completion of the new system test has been achieved. The final delivery shall incorporate all elements composing the platform: configuration, database, COTS SW, HW, licenses, etc., and update the required documentation of the project life cycle.

In order to ensure seamless service provision and operations during the handover of the system to the Commission, the contractor will deliver the interface requirements for the hosting site at the beginning of this task.

In addition to that, the contractor shall prepare a service roadmap for the future of GSTI, considering:

- Future evolutions of the system.
- Future concept of operations (after the end of the contract).

- Analysis of the statistics from the initial operations phase and forecast in terms of users, entities involved, etc.
- Risk assessment.
- Study integration of the existing GNSS simulators and tools with other positioning platforms that may provide real value for the final users, like e.g. hybridisation, high precision positioning, receiver networks, etc.
- Study how GSTI can support the introduction and use of Galileo services.
- If applicable, propose a business plan with the future concept of operations of the GSTI, preliminarily describing the value chain, business model, etc.
- Any other Recommendations.

The main conclusions and recommendations of this GSTI service roadmap will be presented in the project Final Report.

In addition to the above, the contractor shall provide corrective maintenance for a period of 3 months after the acceptance of GSTI V2.

1.2.7.2. Deliverables related to Task 7

Ref	Title	Delivery	Comments
D7.1	GSTI V2 Platform	T0+18 months	includes all HW items and SW licenses required to operate the tool
D7.2	GSTI V2 User Manual	T0+18 months	
D7.3	GSTI Service Roadmap	T0+17 months	
D7.4	System Test report GSTI V2	T0+18 months	includes SoC
D7.5	Hosting Site ICD requirements	T0+14 months	

1.2.8. TASK 8 – Technical Study on Accesibility to EC SW Tools

1.2.8.1. Description

In the past years, several GNSS related simulation and analysis SW tools have been developed during the R&D activities promoted by the EU through the Research Framework Programmes. The access rights to the tools are usually controlled by the consortium which has developed them. However there are some exceptions to this rule and for some of the tools, the rights owner is either EC or GSA. In addition to these FP related tools, EC is currently procuring SW tools aimed to support intersystem compatibility analyses for which the Public Sector will be the owner. In these particular cases, it would be possible and desirable making publicly available the tools to any individual or institution in the EU.

The purpose of this workpackage is twofold:

- Firstly assess the suitability of the GSTI platform to provide public access to the tools, not only through direct download, but also allowing users to submit simulation settings and providing subsequent dissemination of the results via email or through an account in the FTP server.
- Secondly, analyse implementation options for some specific tools to be proposed by the Commission at project KO.

The effort devoted to this task should not exceed one person month.

1.2.8.2. Deliverables related to Task 8

Ref	Title	Delivery	Comments
D8.1	TN on integration of EC/GSA SW RD tools in the GSTI web portal	T0+15 months	Task KO after public release of Version 1

Project milestones and meetings

The following meetings will be held between the Contractor and EC.

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
System Requirements Review	SRR	Brussels	Confirm the requirement baseline developed by the contractor Approve deliverables.	T0 + 3 months
Critical Design Review	CDR	Brussels	Assess the design solution proposed by the contractor. Approve system integration Approve deliverables.	T0 + 7 months
Factory Acceptance Test	FAT	Brussels	Assess system compliance to specifications Approve initial system operations (Version 1) Approve deliverables.	T0 + 9 months
Platform Evolution Readiness Review	PERR	Brussels	Asses initial ops experience and preliminary user feedback Agree on updated requirement baseline Approve the commissioning of GSTI V2 Approve deliverables	T0 + 14 months
Final Acceptance Review	FAR	Brussels	Draw conclusions on the project outcome. System handover to EC Approve final deliverables.	T0 + 18 months

The proposal should provide estimation of the planned meetings and reflect this in the travel costs.

I.3. Reports and documents to produce

Execution of the tasks begins after the kick-off meeting date (T0) but in any case after the Contract enters into force.

A **kick-off meeting** will take place in Brussels, at the latest 15 days following the signature of the contract, in order to settle all the details of the project to be undertaken.

The following reports and documents to be produced aim to the good management of the project and show the progress on the work made on the technical deliverables specified on section 1.2. Payments are conditioned to the approval of the intermediate and final reports by the Commission.

1.3.1. Project Management Plan

The contractor shall submit a draft Project Management Plan at the latest one month after the date of the kick-off meeting. This document shall include at least:

- the project team organisation
- the project schedule,
- the consolidated work breakdown structure (WBS),
- the risk management plan
- the travel plan.

Ref	Title	Delivery
D1.1	Project Management Plan	T0+1 months

The Commission shall have 45 days from receipt to approve or reject the Project Management Plan. Within 15 days of receiving the EC's comments or request for clarification, the contractor will submit additional information or another Project Management Plan.

1.3.2. Progress reports

The contractor shall submit a progress report at major progress milestones which shall include at least information about

- the progress achieved on the different tasks,
- the planning of the activities until the next project milestone,
- coordination issues,
- the ongoing actions,
- the risk register
- the administrative status.

Ref	Title	Delivery
D1.2.x	Progress Report	At project Milestones

The Commission shall have 45 days from receipt to approve or reject the progress reports and related documents. Within 15 days of receiving the EC's comments or request for clarification, the contractor will submit additional information or another report.

1.3.3. Intermediate Report

Intermediate Report showing progress of the work from the beginning of the project shall be submitted to the Commission 13 months from the date of the kick-off meeting.

The Intermediate Report shall include as a minimum the following items:

- List of submitted deliverables from T0,
- status of the work accomplished in the first period, currently performed work and remaining tasks to be accomplished during the second half of the project,
- problems, limitations or unexpected points, if any, have arisen,
- risk identification and risk management,
- coordination issues,
- meeting attendance from T0 and planning for the second half of the project.

Ref	Title	Delivery
D1.3	Intermediate Report	T0+10 months

The Commission shall have 45 days from receipt to approve or reject the report. Within 20 days of receiving the Commission's observations, the Contractor will submit additional information or a new intermediate report.

1.3.4. Final report

The contractor shall submit a draft final report to the Commission at the latest 18 months after the date of the Kick-off meeting.

The Commission shall have sixty days from receipt to approve or reject the draft final report, and the Contractor shall have 20 days in which to submit additional information or a new final report.

Ref	Title	Delivery	Comments
D1.4	Final Report	T0+18 months	includes executive summary of the work performed

1.3.5. Report format and publication

3 copies of the reports shall be supplied in paper form and one copy in electronic form, either in MS Word or in HTML format.

The Commission may publish the results of the project. For this purpose, the tenderer must ensure that the project is not subject to any restrictions deriving from intellectual property rights of third parties. Should he intend to use data in the project, which cannot be published, this must be explicitly mentioned in the offer.

I.4. Duration of the tasks

The duration of the tasks shall not exceed 18 months. The global duration of the Contract shall not exceed 22 months. This period is calculated in calendar days.

I.5. Place of performance

The tasks will be performed on the Contractor's premises.

Meetings between the Contractor and EC shall be held in Brussels (unless stated otherwise). All cost foreseen in the performance of the project, including travel costs shall be borne by the Contractor.

I.6. Estimate of the amount of work involved

The maximum total value of the contract has been estimated at 500.000 EUR (VAT excluded). All quotes above such budget will automatically be rejected.

II. TERMS OF CONTRACT

In drawing up his offer, the tenderer should bear in mind the provisions of the draft contract attached to this invitation to tender (Annex 5). Any limitation, amendment or denial of the terms of contract will lead to automatic exclusion from the procurement procedure.

The Commission may, before the contract is signed, either abandon the procurement procedure or cancel the award procedure without the tenderers being entitled to claim any compensation.

II.1. Terms of payment

Payments shall be made in accordance with the provisions specified in Annex 5, the draft service contract

II.2. Financial guarantees

Guarantee on pre-financing

For any pre-financing higher than 100,000 EUR, a financial guarantee equivalent to the amount of the pre-financing will be requested.

Depending on the financial situation of the tenderer, the Commission may ask for the financial guarantee for amounts lower than 100,000 EUR.

Performance guarantee

An amount corresponding to 5% of the total value of the Contract shall be withheld from the final payment in order to constitute a performance guarantee. It shall cover the performance of the Contract in accordance with the terms set out in Annex 5 (including Annex I, Tender Specifications). It shall be released within 45 Days after the expiry of the 3-months corrective maintenance period referred to in Article **L.10** of the Contract.

II.3. Subcontracting

If the tenderer intends to subcontract part of the service, he shall indicate in his offer which part will be subcontracted and to what extent (% of the total contract value).

Tenderers must ensure that Article II.17 of the contract (Annex 5) can be applied to subcontractors. Once the contract has been signed, Article II.13 of the above-mentioned contract shall govern the subcontracting.

II.4. Legal form to be taken by the grouping of service providers to whom the contract is awarded (if applicable)

Groupings, irrespective of their legal form, may submit bids. Tenderers may, after forming a grouping, submit a joint bid on condition that it complies with the rules of competition. Such groupings (or consortium) must specify the company or person heading the project and must also submit a copy of the document authorising this company or person to submit a bid. If awarded, the contract will be signed by the company or the person heading the project, which will be, vis à vis the Commission, the only contracting party responsible for the performance of this contract. Tenders from a consortium of firms or groups of service providers, contractors or suppliers must specify the role, qualifications and experience of each member of the consortium or group. Each member must provide all the necessary documents for assessing the bid as a whole with regard to the exclusion criteria, selection criteria (in their entirety) and award criteria.

III. FORM AND CONTENT OF THE TENDER

III.1. General

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 be clear and concise, with continuous page numbering, and assembled in a coherent fashion (e.g. bound or stapled, etc...). Since tenderers will be judged on the content of their written bids, they must make it clear that they are able to meet the requirements of the specifications.

III.2. Structure of the tender

All tenders must include three sections i.e. an administrative, a technical and a financial proposal.

III.2.1. Section one: administrative proposal

This section must provide the following information, set out in the standard identification forms attached to these tender specifications (Annexes 1, 2 and 3):

- Tenderers' identification (Annex 1)
 - All tenderers must provide proof of **registration**, as prescribed in their country of establishment, on one of the **professional or trade registers** or provide a declaration or certificate.
 - If the tenderer is a natural person, he/she must provide a copy of the identity card/passport or driving licence and proof that he/she is covered by a social security scheme as a self-employed person.

Each tenderer (including subcontractor(s) or any member of a consortium or grouping) must complete and sign the identification forms in Annex 1 and also provide above-mentioned documents. However, the subcontractor(s) shall not be required to fill in or provide those documents when the services represent less than 20% of the contract.

- Financial identification (Annex 2)

The **bank identification form** must be filled in and signed by an authorised representative of the tenderer and his/her banker. A standard form is attached in Annex 2 and a specific form for each Member State is available at the following Internet address:

http://ec.europa.eu/budget/execution/ftiers_en.htm

In the case of a grouping, this form must only be provided by the person heading the project.

- Legal entities (Annex 3)

The legal entity form in Annex 3 must be filled in and should be accompanied by a number of supporting documents, available on the Web site:

http://ec.europa.eu/budget/execution/legal_entities_en.htm

In the case of a grouping, this form must only be provided by the person heading the project.

The Commission reserves the right, however, to request additional evidence in relation to the bid submitted for evaluation or verification purposes within a time-limit stipulated in its request.

III.2.2. Section Two: Technical proposal

This section is of great importance in the assessment of the bids, the award of the contract and the future execution of any resulting contract.

Some guidelines are given below, but attention is also drawn to the award criteria, which define those parts of the technical proposal to which the tenderers should pay particular attention. The technical proposal should address all matters laid down in the specifications. The level of detail of the tender will be extremely important for the evaluation of the tender.

Tenderers must present in their bids a proposal on the methodology and the organisation of the work to carry out in the framework of the project. In particular, the technical proposal shall include a set of detailed work-package descriptions that identify the contractual and non-contractual outputs (if any) to be produced in the frame of the contract and will detail the interfaces to be established with external entities to perform the work required. The technical proposal shall include a detailed schedule. The technical proposal shall include a detailed allocation of task per partner. A detailed description of the deliverables shall also be presented.

The technical proposal shall include a detailed travel plan that covers internal coordination meetings and additional meetings within the scope of this project. This travel plan shall

include a list of meetings, expected location, planned duration, planned attendance from the consortium, objective for attendance and estimated cost

Tenderers shall describe as part of their technical proposal all prior experience relevant to perform the work requested.

The technical proposal shall include, for each task, a list of expected input material to be provided by EC. This list of input material shall be limited to documents strictly required to perform the work and shall be duly justified.

Tenderers shall submit, as part of the technical proposal, CVs for key personnel involved in the different tasks.

Tenderers shall provide a detailed proposal of how each task would be carried out, and by whom, including the division of work among the different categories of staff on a man/days basis.

The technical proposal must provide all the information needed for the purpose of awarding the contract.

III.2.3. Section Three: Financial proposal

All tenders must contain a financial proposal. The tenderer's attention is drawn to the following points:

- Prices must be quoted in **euros**, including the countries which are not in the euro-area. As far as the tenderers of those countries are concerned, they cannot change the amount of the bid because of the evolution of the exchange rate. The tenderers choose the exchange rate and assume all risks or opportunities relating to the rate fluctuation.
- Prices must be fixed amounts and include all expenses, such as travel expenses.
- **Prices should be quoted free of all duties, taxes and other charges, i.e. also free of VAT**, as the Communities are exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities 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 Community is exempt from VAT;
- **Prices shall be** fixed and not subject to revision during the performance of the contract;
- For each category of staff involved in the project, the tenderer must specify:
 - the total labour costs;
 - **the daily rates and total number of days** (man/days) each member of staff will contribute to the project;
 - Other categories of costs, indicating the nature of the cost, the total amount, the unit price and the quantity.

Bids involving more than one service provider (consortium) must specify the amounts indicated above for each provider.

IV. ASSESSMENT AND AWARD OF THE CONTRACT

The assessment will be based on each tenderer's bid.

All the information will be assessed in the light of the criteria set out in these specifications. The procedure for the award of the contract, which will concern only admissible bids, will be carried out in three successive stages.

The aim of each of these stages is:

- 1) to check on the basis of the exclusion criteria, whether tenderers can take part in the tendering procedure;
- 2) to check on the basis of the selection criteria, the technical and professional capacity and economic and financial capacity of each tenderer;
- 3) to assess on the basis of the award criteria each bid which has passed the exclusion and selection stages.

IV.1. Exclusion criteria (exclusion of tenderers)

IV.1.1. Exclusion criteria (Article 93 Financial Regulation¹)

1. To be eligible for participating in this contract award procedure, tenderers must not be in any of the following situations:

- (a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) they have been convicted of an offence concerning their professional conduct by a judgement which has the force of res judicata;
- (c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- (d) they have 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 they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- (e) they have 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 Communities' financial interests;
- (f) they are currently subject to an administrative penalty referred to in Article 96(1) of the Financial Regulation² for being guilty of misrepresentation in supplying the

¹ Council Regulation (EC, Euratom) No 1605/2002 of 25 June 2002 on the Financial Regulation applicable to the general budget of the European Communities (OJ L 248 of 16.9.2002)

information required by the contracting authority as a condition of participation in a contract procurement procedure or by the authorising officer as a condition of participation in a grant award procedure, for failing to supply this information or for having been declared to be in serious breach of their obligations under contracts or grants covered by the Community budget.

2. The cases referred to in point IV.1.1. e) Above shall be the following:
 - a) cases of fraud as referred to in Article 1 of the Convention on the protection of the European Communities' financial interests established by the Council Act of 26 July 1995 (OJ/C 316 of 27.11.1995, p. 48);
 - b) cases of corruption as referred to in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, established by the Council Act of 26 May 1997 (OJ/C 195 of 25.6.1997, p. 1);
 - c) cases of involvement in a criminal organisation, as defined in Article 2(1) of Joint Action 98/733/JHA of the Council (OJ/L 315 of 29.12.1998, p. 1);
 - d) cases of money laundering as defined in Article 1 of Council Directive 91/308/EEC (OJ/L 166 of 28.6.1991, p.77).

IV.1.2. Other cases of exclusion (Article 94 Financial Regulation)

Contracts will not be awarded to tenderers who, during the procurement procedure:

- a) **are subject to a conflict of interest;**

Tenderers must declare:

- that they do not have any 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;
- that they will inform the contracting authority, without delay, of any situation constituting a conflict of interest or which could give rise to a conflict of interest;
- that they have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;
- that 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 the award of the contract.

The Commission reserves the right to check the above information.

- b) **are guilty of misrepresentation** in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or fail to supply this information.
- c) find themselves in one of the **situations of exclusion**, referred to in paragraph IV.1.1. above for this procurement procedure.

² Council Regulation (EC, Euratom) n° 1605/2002 of 25 June 2002 on the Financial regulation applicable to the general budget of the European Communities, OJ L 248 of 16 September 2002, p. 1, amended by Council Regulation (EC, Euratom) n° 1995/2006 of 13 December 2006, OJ L 390 of 30 December 2006, p.1.

IV.1.3. Evidence to be provided by the tenderers

1. When submitting their bids, each tenderer (including subcontractor(s) or any member of a consortium or grouping) shall provide a declaration on their honour, duly signed and dated, stating that they are not in one of the situations mentioned above (cf. IV.1.1 and VI.1.2). For that purpose, they must complete and sign the form attached in Annex 4. Where the tenderer is a legal entity, they shall, whenever requested by the Commission, provide information on the ownership or on the management, control and power of representation of the legal entity.
2. The tenderer to whom the contract is to be awarded shall provide, within 15 calendar days after notification of the results of the procurement procedure and in any case before the signature of the contract, the following evidence, confirming the declaration referred to above:

The Commission shall accept, as satisfactory evidence that the tenderer is not in one of the situations described in point IV.1.1 (a), (b) or (e) above, 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.

The Commission accepts, as satisfactory evidence that the tenderer is not in the situation described in point IV.1.1 (d) above, a recent certificate issued by the competent authority of the State concerned.

Where no such document or certificate is issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

3. Depending on the national legislation of the country in which the candidate or tenderer is established, the documents referred to in paragraph 1 and 2 above shall relate to legal and/or natural persons including, if applicable with regard to points b) and e), company directors or any person with powers of representation, decision-making or control in relation to the tenderer.
4. When the subcontracted part is above 20% of the contract value, the subcontractor(s) must also provide the above-mentioned declaration on honour. In case of doubt on this declaration on the honour, the contracting authority may also request the evidence referred to in paragraphs 2 and 3 above.
5. The Commission reserves the right to request any other document relating to the proposed tender for evaluation and verification purpose, within a delay determined in its request.

Remark:

The tenderers will be waived of the obligation to submit the documentary evidence above mentioned if such evidence has already been submitted for the purposes of another procurement procedure launched by Directorate General for Energy and Transport and provided that the documents are not more than one year old starting from their issuing date 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 in a previous procurement procedure,

specifying the reference of the call for tender for which the documents have been provided, and confirm that no changes in his situation have occurred.

IV.1.4. Administrative and financial penalties

Without prejudice to the application of penalties laid down in the contract, candidates or tenderers and contractors who have been found guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or have failed to supply this information or have been declared to be in serious breach of their obligations under contracts covered by the Community budget may be subject to administrative or financial penalties, in accordance with Article 96 of the Financial Regulation and Articles 134b and 133a of the Implementing Rules.³

IV.2. SELECTION CRITERIA (SELECTION OF TENDERERS)

To be eligible, the tenderers must have the economic and financial capacity as well as the technical and professional capacity to perform the tasks required in this call for tender.

IV.2.1. Economic and financial capacity – References required

Tenderers must provide proof of their financial and economic capacity by means of the following documents: the balance sheets or extracts from balance sheets for the last three financial years, and a statement of overall turnover and turnover relating to the relevant services for the last three financial years.

This rule applies to all service providers, regardless of the percentage of tasks they intend to execute, once they have chosen to submit a tender. However, if the tender includes subcontractors whose tasks represent less than 20% of the contract, those subcontractors are not obliged to provide evidence of their economic and financial capacity.

IV.2.2. Technical and professional capacity – References required

Tenderers must provide evidence of their technical and professional competence on the following points:

- Understanding of global satellite navigation systems and augmentation technologies
- Understanding of the simulation and test field in satellite navigation: main public and private actors, institutional framework, facilities, tools, etc.
- Background on design, development and integration of IT systems and network features.
- 3 years of experience on the development of web-based applications and knowledge management databases.
- 3 years of experience in operations of web-based distributed networks and systems.
- Knowledge of the GNSS user community needs, present applications, trends, etc., especially related to simulation and testing activities.

³ Commission Regulation (EC, Euratom) n° 2342/2002 of 23 December 2002 laying down detailed rules for the implementation of Council Regulation (EC, Euratom) No 1605/2002 on the Financial Regulation applicable to the general budget of the European Communities, OJ L 357 of 31 December 2002, p. 1, last amended by Commission Regulation (EC, Euratom) n° 478/2007 of 23 April 2007, OJ L 111 of 28 April 2007, p.1.

If several service providers/subcontractors are involved in the bid, each of them must have and show that they have the professional and technical capacity to perform the specific tasks assigned to them.

Tenderers should provide with their bid detailed curriculum vitae of each staff member responsible for carrying out the work, including his or her educational background, degrees and diplomas, professional experience, research work, publications and linguistic skills.

The CV's shall be presented, preferably, in accordance to EC Recommendation on a common European format for curricula vitae, published in OJ L79 of 22 March 2002, p. 66.

IV.3. EVALUATION OF TENDERS – AWARD CRITERIA

The contract will be awarded according to the criteria given below, on the basis of the economically most advantageous tender.

Only bids that have reached a total score of a minimum of 70% and a minimum score of 60 % for each criterion will be taken into consideration for awarding the contract.

a) Technical evaluation criteria as weighted

N°	Award Criteria	Weighting
1	<p>Understanding of the requirements and objectives and discussion of problem areas (The following subcriteria globally worth 30 points)</p> <ul style="list-style-type: none"> - Quality of content of the technical proposal <ul style="list-style-type: none"> .Bidder analysis of the requirements .Understanding of the environment under which the project is conducted .Understanding of the EC's needs and preliminary analysis of solutions .Critical review of the requirements .Analysis of interface requirements between the different tasks - Compliance to Tender Specifications - Completeness - Relevance of proposed options 	30
2	<p>Quality and suitability of proposed work programme and adequacy of approach (The following subcriteria globally worth 40 points)</p> <ul style="list-style-type: none"> - Quality of the Work Package Descriptions - Adequacy of the allocation of the tasks per partner - Adequacy of the effort related to each activity - Confidence that the work programme is appropriate to meet the requirements 	40
3	<p>Adequacy of management, resources' allocation and planning for the execution of the work (The following subcriteria globally worth 30 points)</p> <ul style="list-style-type: none"> - Adequacy of reporting scheme - Adequacy of management level of effort - Quality of proposed planning - Adequacy of the proposed team 	30

Total number of points	100
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b) Total price

The contract will be awarded to the tenderer which offers the best quality price score as measured by the following formula:

score for tender X	=	$\frac{\text{cheapest price}}{\text{price of tender X}}$	*	price weighting (in absolute value)	+	$\frac{\text{total quality score (out of 100)}for all award criteria of tender X}{100}$	*	quality criteria weighting (in absolute value)
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$70\% * (\text{Total number of points for technical evaluation}) + 30\% * (\text{Total number of points for price})$

IV.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.

Upon written request, the Commission will inform the rejected tenderers of the reasons for their rejection and the tenderers having submitted 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.

V. ANNEXES

1. Identification of the Tenderer
2. Financial Identification
3. Legal Entity Form
4. Declaration by the Tenderer (relating to the exclusion criteria)
5. Draft Service Contract

ANNEX 1

IDENTIFICATION OF THE TENDERER

(Each service provider , including subcontractor(s) or any member of a consortium or grouping, must complete and sign this identification form)

Call for tender TREN/ G3/316-1/1-2008

Identity	
Name of the tenderer	
Legal status of the tenderer	
Date of registration	
Country of registration	
Registration number	
VAT number	
Description of statutory social security cover (at the level of the Member State of origin) and non-statutory cover (supplementary professional indemnity insurance) ⁴	
Address	
Address of registered office of tenderer	
Where appropriate, administrative address of tenderer for the purposes of this invitation to tender	
Contact Person	
Surname: First name: Title (e.g. Dr, Mr, Ms) : Position (e.g. manager): Telephone number: Fax number: E-mail address:	

⁴ For natural persons

Legal Representatives	
Names and function of legal representatives and of other representatives of the tenderer who are authorised to sign contracts with third parties	
Declaration by an authorised representative of the organisation⁵ I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.	
Surname: First name:	Signature:

⁵ This person must be included in the list of legal representatives; otherwise the signature on the tender will be invalidated.

ANNEX 2

(to be completed by the tenderer and his or her financial institution)

The tenderer's attention is drawn to the fact that this document is a model and that a specific form for each Member State is available at the following Internet address:

http://ec.europa.eu/budget/execution/ftiers_en.htm

ANNEX 3

Legal entity form

Complete the legal entity form, which should be accompanied by a number of supporting documents, available on the Web site:

http://ec.europa.eu/budget/execution/legal_entities_en.htm

Please note that we can only accept either original documents or certified copies, which must be less than 6 months old.

In the case of a grouping, this form must only be provided by the person heading the project.

ANNEX 4

DECLARATION BY THE TENDERER

Each service provider, including subcontractor(s) or any member of a consortium or grouping, must sign this declaration

1. In accordance with Article 93 of the Financial Regulation⁶, I declare on my honour that I am not in any of the following situations which would exclude me from participating in this procurement procedure:
 - a) I am not bankrupt, being wound up or having my affairs administered by the courts, I have not entered into an arrangement with creditors, I have not suspended business activities, I am not the subject of proceedings concerning any such matters, and I am not in any similar situation arising from a similar procedure provided for in legislation or regulations;
 - b) I have not been convicted of an offence concerning my professional conduct by a judgment which has the force of res judicata;
 - c) I have not been found guilty of grave professional misconduct proven by any means which the contracting authority can justify;
 - d) I have not failed to fulfil 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 I am established or with those of the country or the contracting authority or those of the country where the contract is to be performed;
 - e) I have not been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
 - f) I am currently not subject to an administrative penalty referred to in Article 96(1) of the Financial Regulation for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in a contract procurement procedure or by the authorising officer as a condition of participation in a grant award procedure, for failing to supply this information or for having been declared to be in serious breach of their obligations under contracts or grants covered by the Community budget.
2. In addition, the undersigned declares on his or her honour:
 - a) that on the date of submission of the tender, the company or organisation I do represent and the staff proposed for this tender are not subject to a conflict of interests in the context of this invitation to tender; I undertake to inform the Commission without delay of any change to this situation after the date of submission of the tender.
 - b) that the information provided to the Commission within the context of this invitation to tender is accurate, sincere and complete.

Done at on.....

Name

Title

Signature:

⁶ Council Regulation (EC, Euratom) n° 1605/2002 of 25 June 2002 on the Financial regulation applicable to the general budget of the European Communities, OJ L 248 of 16 September 2002, p. 1, amended by Council Regulation (EC, Euratom) n° 1995/2006 of 13 December 2006, OJ L 390 of 30 December 2006, p.1.

ANNEX 5



EUROPEAN COMMISSION
Directorate-General for Energy and Transport

Directorate G - Maritime transport, Galileo & Intelligent transport
Unit G3

DRAFT SERVICE CONTRACT

CONTRACT NUMBER – []

The European Community (hereinafter referred to as "the Community"), represented by the Commission of the European Communities (hereinafter referred to as "the Commission"), which is represented for the purposes of the signature of this contract by Mr Fotis Karamitsos, Director in the Directorate-General for Energy and Transport, Directorate G - Maritime transport, Galileo & Intelligent transport

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 [name in full 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 [] of []) and Monitoring

Annex II – Contractor's Tender (No [] of [])

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 development of a platform which provides support to GNSS activities related to simulation and testing by establishing a centralised point of contact to a network of European GNSS laboratories and a first level communication channel with the organizations providing the final services.
- 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 18 months. The global duration of the Contract shall not exceed 22 months. This period and all other periods specified in the Contract are calculated in calendar days. Execution of the tasks shall start from the 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.

ARTICLE I.3 – CONTRACT PRICE

- I.3.1.** The maximum total amount to be paid by the Commission under the Contract shall be EUR [] covering all tasks executed.

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 receipt by the Commission of a duly constituted financial guarantee equal to at least EUR []

a pre-financing payment of EUR [] equal to 30 % of the total amount referred to in Article I.3.1. shall be made.

I.4.2 Interim payment:

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

- The Interim Report to be submitted at T0+10 in accordance with the instructions laid down in Annex I.
- the relevant invoice(s)

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 20 days in which to submit additional information or a new report.]

Within 30 days an interim payment corresponding to EUR [] equal to 40 % of the total amount referred to in Article I.3.1 shall be made.

I.4.3. Payment of the balance:

The request for payment of the balance of the Contractor shall be admissible if accompanied by

- the final technical 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 20 days in which to submit additional information or a new report.

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

Performance guarantee

An amount corresponding to 5% of the total value of the Contract shall be withheld from the final payment in order to constitute a performance guarantee. It shall cover the performance of the Contract in accordance with the terms set out in Annex 5 (including Annex I, Tender Specifications). It shall be released within 45 Days after the expiry of the 3-months corrective maintenance period referred to in Article **I.10** of the Contract.

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.

For Contractors established in Italy, the provisions of the Contract constitute a request for VAT exemption, provided the Contractor includes the following statement in his invoice(s): “Operazione non imponibile ai sensi dell’articolo 72, comma 3) paragrafo 3 del D.P.R. n. 633

del 26/10/1972 come modificato da ultimo dal D.L. n. 323 del 20/06/1996 convertito in Legge n. 425 dell'8/8/1996".

ARTICLE I.5 – BANK ACCOUNT

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

Name of bank:
Address of branch in full:
Exact designation of account holder:
Full account number including codes:
[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 for Energy and Transports
Directorate G - Maritime transport, Galileo & Intelligent transport
Unit G5 - EU satellite navigation programmes: Infrastructure Deployment and Exploitation
B-1049 Bruxelles

Contractor:

Mr/Mrs/Ms
[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 Community 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. It shall be processed solely for the purposes of the performance, management and follow-up of the Contract by the entity

acting as data controller within DG TREN without prejudice to possible transmission to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel and/or to the European Anti-Fraud Office (OLAF) for the purposes of safeguarding the financial interests of the Community. The Contractor shall have the right of access to his personal data and the right to rectify any such data that is inaccurate or incomplete. Should the Contractor have any queries concerning the processing of his personal data, he shall address them to the entity acting as data controller within DG TREN. The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.

ARTICLE I.9

NA

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 Platform.

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 impose penalties or 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 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. 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:

- an interim technical report in accordance with the instructions laid down in Annex I;
- the relevant invoices indicating the reference number of the Contract to which they refer;
- 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:

- to approve it, with or without comments or reservations, or suspend such period and request additional information; or
- 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:

- a final technical report in accordance with the instructions laid down in Annex I;
- the relevant invoices indicating the reference number of the Contract to which they refer;
- 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:

- to approve it, with or without comments or reservations, or suspend such period and request additional information; or
- 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.

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 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 Communities 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 Community 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 Community, 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 Community. 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 Communities.
- 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 been convicted of an offence concerning his professional conduct by a judgment which has the force of *res judicata*;
- (c) where the Contractor has been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- (d) 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;
- (e) where the Commission seriously suspects the Contractor of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- (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 months⁷ 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 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.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 European Court of Auditors shall be empowered to audit the documents held by the natural or legal persons receiving payments from the budget of the European Communities 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 European 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,
[forename/surname/function]

signature[s]: _____

signature[s]:_____

Done at [Brussels], [date]

Done at [Brussels], [date]

In duplicate in English.

ANNEX I

Tender Specifications and Monitoring

The purpose of this Annex is to enable the Commission to conduct, throughout the duration of the Contract, an accurate appraisal of whether the Contractor is executing the tasks assigned to him in accordance with the provisions of the Contract.

So that the Commission can regularly identify the progress made in execution of the tasks in accordance with the Tender Specifications, appropriate monitoring, assessment, and supervisory procedures shall be set up. For these purposes, this Annex shall include all necessary details, in particular, where relevant, the following:

- (i) schedule of interim and final reports – terms for approval, structure and content (where provision is made for such reports and a specific annex is not necessary);*
- (ii) schedule of audits to be carried out in accordance with Article II.17 of the Contract.*

All details on Monitoring and Reporting are to be indicated and included in the Tender Specifications.