



EUROPEAN COMMISSION
ENTERPRISE AND INDUSTRY DIRECTORATE-GENERAL
Deputy Director-General

Brussels, 01/08/2013
ENTR/H2/IA/am Ares (2013) 2814984

Dear Sir/Madam,

Subject: Invitation to Tender – Call for tenders No ENTR/257/PP/ENT/STA/13/1215,

Ref.: Open procedure,

Standardisation of local augmentation systems for Galileo

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

1. Lodging of the tender

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

The deadline for submission of tenders is:

04 – October – 2013

Tenders may be:

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

*European Commission
Enterprise and Industry Directorate-General
Invitation to tender No: ENTR/257/PP/ENT/STA/13/1215
Galileo and EGNOS - Legal, financial and institutional aspects Unit (H2)
Office address: Avenue d'Auderghem 45, office 7/289
B-1049 Brussels, Belgium*

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

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

*Service central de réception du courrier
Avenue du Bourget, 1-3*

B-1140 Bruxelles, Belgique

The envelope should bear the above-mentioned address

How to reach avenue du Bourget 1-3 :

http://ec.europa.eu/enterprise/calls/hand_delivery.html

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

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

2. Presentation of the tender

The tender must be submitted, in triplicate (+ one electronic copy on CD/DVD), under double sealed cover (one tender in original and two tenders in copy). The inner envelope should be addressed to the department indicated in a) and marked "**Invitation to tender ENTR/257/PP/ENT/STA/13/1215**" and "**Not to be opened by the internal mail service**".

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

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

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

3. Acceptance of terms and conditions

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

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

4. Period of validity of the tender

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

5. Contact between the tenderers and the Commission

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

6. Other provisions

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

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

We look forward to receiving your tender.

Yours sincerely,

e-signed

Paul Weissenberg

Enclosure: Tendering documents including technical specifications and draft contract



European Commission
Enterprise & Industry Directorate General

CALL FOR TENDER

No ENTR/257/PP/ENT/STA/13/1215

**SUPPORT TO STANDARDISATION OF LOCAL
ELEMENTS AUGMENTING GALILEO**

Open procedure

TENDER SPECIFICATIONS

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1. TECHNICAL SPECIFICATIONS

1.1. DESCRIPTION OF TASKS

1.1.1. Background

The Galileo standardisation activities is a lengthy process which is time and effort consuming due to the very formal development process involving multiple bodies during the drafting and approval stages..

Local augmentation systems are intended to provide added value services based on the use of satellite navigation systems and additional functionalities implemented in a ground reference station. Such systems have been developed in the past to complement GNSS and are commonly used to support a wide range of applications in the maritime, aviation, offshore oil and/or gas platforms, land surveys as well as forest management activities.

The standard development has also to be phased with the system design activities as well as with specific research programmes that both feed the standard-making bodies with the technical material necessary to consolidate and validate the norms being developed.

With the advent of Galileo, standards already developed at European and International levels need to be upgraded to include the capability to augment Galileo.

The objective of the present call for tender is to address the standardisation of local augmentation systems for Galileo and to support their development and adoption in the identified applications.

In the framework of the SESAR (Single European Sky ATM Research) programme, the technological and operational dimension of the Single European Sky (SES) to meet future air safety needs, a project has been launched to address the standardisation of local augmentation systems in the aviation sector.

This project, called the SESAR Work Package 15.03.07 (Non Avionic CNS System), covers communications, navigation and surveillance (CNS) technologies development and validation and is focused mainly on local augmentation systems to support approach and landing operations.

The present tender will have also to address those standardization actions not foreseen in the SESAR Work Package (airport vehicles management applications) or needing additional efforts to complete the standardisation work.

1.1.2. Objective

The object of the contract is the provision of support to the standardisation process of local elements augmenting Galileo and of the provision of support in view of their adoption in identified applications. The activities to be performed shall consist in the development of standards for local Galileo augmentation systems in several different applications. The standards will serve various user communities relying on such solutions currently augmenting GPS. The work shall include identification of

standardization needs and development/update of high priority standards to augment Galileo, identification of areas where additional standards for Galileo local augmentations is desirable and coordination and review of the standards by the key actors in the identified domains and by the relevant standardisation fora.

The applications identified are:

- maritime transport, inland waterways and offshore oil platform;
- aviation;
- land management.

1.1.3. Purpose of the contract

This contract includes the execution of the following tasks:

TASK 1: Management

TASK 2: Identification of all existing differential GNSS standards and selection of high priority differential GNSS updates/development of standards to augment Galileo

TASK 3: Monitoring and maintenance of differential Galileo standardisation processes in the Radio Technical Commission for Maritime Services (RTCM SC 104)

TASK 4: Standardisation of local elements to augment Galileo in maritime transport, inland waterways and offshore oil platform applications

TASK 5: Standardisation of local elements to augment Galileo in airport vehicles management applications

TASK 6: Standardisation of local elements to augment Galileo in air transport applications

TASK 7: Standardisation of local elements to augment Galileo in land management applications

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

For standardisation activities, the main outcomes expected from the contract are:

- Development/Update of high priority standards of local elements augmenting Galileo in maritime transport, inland waterways, offshore oil platform and air transport applications. For air transport applications, the contractor will have to harmonize the actions with the Single European Sky ATM Research Joint Undertaking standardization activities (SESAR Work Package 15.3.7¹);

¹ <http://www.sesarju.eu/programme/workpackages/wp-15-non-avionic-cns-system--202>

- After analysis of existing differential GNSS (dGNSS) standards for use in precision agriculture and land management applications, selection and development/update of high priority standards for local elements augmenting Galileo to be used in such applications.

TASK 1 – MANAGEMENT

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

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

TASK 2 - Identification of all existing standards for identified dGNSS applications and selection of high priority standard updates/developments

The task consists in a wide identification of all existing differential GNSS standards for maritime, offshore oil rigs/platform, inland waterways, road transport, land management as well as for any other possible dGNSS user community.

To identify all existing dGNSS standards the contractor will have to organize and conclude consultations with user communities, standardization bodies, dGNSS public and/or private service providers as well as dGNSS receiver manufacturers. These consultations can be implemented through workshops and/or survey questionnaires and their outcomes will serve as basis for the reports and standardisation roadmaps that will have to be submitted and approved by the European Commission Project Officer.

Report will have to list all existing GNSS standards in the identified applications and select the ones that need to be updated/developed in order to ensure the broadest use of Galileo local augmentation signals.

Detailed standardisation roadmaps will have to:

- identify the key actors of the standardisation process;
- identify high priority standards to be developed/updated and establish an implementation plan;
- identify the relevant standardisation bodies where the standard proposals will have to be tabled for approval and adoption.

The standardisation roadmap for the aviation applications will have to be elaborated consistently with the plans of the SESAR Joint Undertaking.

1. Technical specifications

The SESAR WP 15.3.7 is addressing the update of Ground Based Augmentation System (GBAS) standards in the European Civil Aviation Equipment (EUROCAE) and in other relevant aviation standardization fora (Radio Technical Commission for Aeronautics) to allow Galileo's augmentation of local elements in air transport applications.

The contractor will have to address those standardization actions not foreseen in the SESAR Work Package (airport vehicles management) or needing additional efforts to complete the standardisation work.

The elaboration of the standardization roadmap for land management applications, as well as its implementation, will have to be coordinated with the EC Joint Research Centre in order to ensure alignment with the principles of the Common Agriculture Policy.

Ref	Title	Delivery
D2100	Standardization needs report and elaboration of a standardization roadmap for local Galileo augmentation systems in maritime transport, inland waterways and offshore oil platform applications	T0+4 months
D2200	Standardization needs report and elaboration of a standardization roadmap for local Galileo augmentation systems in road transport applications	T0+4 months
D2300	Elaboration of a standardization road map for local Galileo augmentation systems in air transport applications	T0+4 months
D2400	Standardisation needs report and elaboration of a standardization roadmap for local Galileo augmentation system in land management applications	T0+4 months

TASK 3 – Monitoring and maintenance of standardisation processes evolution in the RTCM Special Committee 104

The task consists in monitoring and contributing to the standardization activities that will secure the inclusion of Galileo inclusion in the differential GNSS standards.

Since the development of some differential GNSS standards in maritime transport have started under the previous EC standardisation project “STANDARDS - Support to the Galileo Standardisation”, the Contractor will finalize the adoption of the RTCM 104 V2.4² and the update of the navigation data V3 standards³.

² <http://www.rtc.org/overview.php#Standards>

³ <http://www.rtc.org/overview.php#Standards>

1. Technical specifications

This task includes regular participation and representation of the Galileo programme standardisation interests to the RTCM SC 104. The committee typically meets 3 times per year in the USA, the contractor will have to attend at least 2 of these meetings

<i>Ref</i>	<i>Title</i>	<i>Delivery</i>
D3100	Representation of Galileo programme standardisation interests in the RTCM Special Committee 104 and maintenance of the differential Galileo standardisation actions	<ul style="list-style-type: none">• Participation to the RTCM Special Committee 104 meetings (at least 2 per year)• Position and briefing 1 week in advance of each meeting• Report after each meeting - 3 weeks after the meeting end
D3200	Preparation of working documents	According to the RTCM Special Committee 104 meetings' schedule
D3300	Development of draft standards proposals for Galileo elements of RTCM SC-104 V2.4 and RTCM SC-104 V3	Final Version: T0+6 months

TASK 4 - Standardisation of local elements to augment Galileo in the maritime transport, inland waterways and offshore oil platforms applications

The task consists in the update/development of all needed standards for local elements augmenting Galileo in maritime transport, inland waterways and offshore oil platform applications.

The outcomes of the adoption of the RTCM standards developed as part of Task 3 will have to be presented to the International Association of Lighthouse Association (IALA) in order to support the revision of the ITU-R Recommendation M.823⁴. The contractor will use the detailed path that has been developed under the STANDARDS project to revise the ITU Recommendation.

With regard the "user equipment standardization actions" the contractor will have to update the IEC 61108 standard⁵ and then ensure its acknowledgment by the International Maritime Organization (IMO) through addressing the adoption of performance standards for ship borne differential Galileo receiver equipment and the update of the MSC 114(73)⁶.

⁴ <http://www.itu.int/rec/R-REC-M.823/en>

⁵ http://webstore.iec.ch/preview/info_iec61108-1%7Bed2.0%7Den.pdf

⁶ [http://www.imo.org/blast/blastDataHelper.asp?data_id=15483&filename=114\(73\).pdf](http://www.imo.org/blast/blastDataHelper.asp?data_id=15483&filename=114(73).pdf)

1. Technical specifications

All the other standards that the contractor could need to update/develop for the maritime transport applications will be established by the deliverables D2100 under task 2 and will not exceed 100 man-days..

The contractor will promote the standardisation activities to augment Galileo in the relevant meetings of the following maritime standardization bodies: International Maritime Organization, International Association of Lighthouse Authorities, International Electro technical Commission and National Marine Electronics Association. Location of the meetings is expected to be in Europe and in North America (2 per year in Europe, 2 per year in the USA).

<i>Ref</i>	<i>Title</i>	<i>Delivery</i>
D4100	Coordination with IALA and revision of the ITU-R Recommendation M.823 for Galileo inclusion in differential GNSS Standards	Version 1 :T0+12 months Final version : T0+18 months
D4200	Update of the standard for the user equipment IEC 61108 and consequent update of the IMO resolution MSC 114(73)	Version 1 :T0+12 months Final version : T0+24 months
D4300	Reports on standardisation meetings attendance	please see below

Regarding the deliverable **D4300**, the Contractor will:

1. before the meeting

- submit 10 days in advance to the EC Project Officer the presentations to be given in the meeting. Only after the EC formal approval the Contractor will address the meeting with the approved presentation.

2. after the meeting

- provide the EC Project Officer, within a week after the meeting, with a short report with the following contents:
 - main objectives of the meeting;
 - discussions and analysis of each topic in the agenda item;
 - documents/presentations exchanged;
 - conclusions and action items

TASK 5 – Standardisation of local elements to augment Galileo in airport vehicles applications

The task consists in developing/updating differential GNSS standards for airport ground-vehicles location-based service applications. Since these vehicles combine road-transport and specific application standards it is expected that the contractor will have to develop/update multi-modal standards in order to ensure comprehensive differential Galileo standardization actions. The standardization road map developed under the deliverable D2300 will serve as basis for the work execution.

This task contributes to the implementation of the EC “Space Mandate” M/496 in the area Navigation and Positioning (NP) Receivers for Airport Services.

The standard proposals will have to be presented to the CEN Technical Committee on Road Transport 278 and the ISO Technical Committee 204 on Intelligent Transport System as well as to other relevant standardisation technical committees.

All work done under this task will be coordinated with the activities of the project SESAR WP 15.3.7 for the ground segment and with the EC project SAGITER for user equipment (receivers). The EC Project Officer will provide all the necessary details from the project SAGITER.

Ref.	Title	Delivery
D5100	Standards of local elements augmenting Galileo for airport vehicles location-based service applications (ground segment)	Version 1: T0 + 24 months Final: Version:T0+36 months
D5200	Standards of local elements augmenting Galileo for airport vehicles location-based service applications (user equipment)	Version 1: T0+24 months Final: Version:T0+36 months

TASK 6: Standardisation of local elements to augment Galileo in air transport applications

This task consists in developing/updating standards to augment Galileo in air transport applications.

The deliverables under this task are linked with the results of SESAR WP 15.3.7 and with the outcome of deliverable D2300.

At this moment, it is estimated than not more than 100 man-days will be necessary to complete this task.

The EC Project Officer will regularly update the contractor on the SESAR WP 15.3.7 project achievements for the first two years of the contract.

TASK 7: Standardisation of local elements to augment Galileo in land management applications

This task consists in developing/updating standards to augment Galileo in land management applications. The deliverables will be defined by the outcome of the deliverable D2400 under Task 2 and are expected to be coordinated for both the ground and user equipment segment with the EC Joint Research Centre.

At this moment, it is estimated than not more than 200 man-days will be necessary to complete this task.

The contractor will present the draft standard proposals to all relevant international or European standardization bodies.

1.2. LEGAL BACKGROUND

GNSS Regulation N° 663/2008 Chapter II Article 9 1) The community budgetary appropriations allocated to the programmes under this Regulation shall be granted to finance:

*"d) an exploitation phase comprising infrastructure management, the maintenance, constant improvement and renewal of the system, **certification and standardisation operations relating to the programme**, the marketing of the system and all other activities needed to develop the system and ensure that the programme runs smoothly. The exploitation phase is set to begin at the latest upon conclusion of the deployment phase."*

1.3. REPORTS AND DOCUMENTS

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

Execution of the tasks begins after the date of the Kick-off meeting (T0).

A **kick-off meeting** will take place in Brussels, at the latest 15 days following the signature of the contract, in order to settle all the details of the project to be undertaken. One month after the kick-off meeting, the Contractor will be requested to provide a Project Management Plan.

Ref.	Title	Delivery
D1100	Project Management Plan	T0 + 1 month

Progress Reports showing progress of the work shall be submitted to the Commission every 3 months from the date of the kick-off meeting. Progress meetings with the contractor will be organized on a 3-monthly basis to present the status of the work and steer the next period.

1. Technical specifications

Progress reports shall reflect the progress on the different tasks including technical aspects, as well as administrative status and shall include as a minimum the following items:

- status of the work accomplished in the preceding period, currently performed work and planned work;
- status of the resources used for the currently performed work;
- problems, limitations or unexpected points, if any, have arisen;
- list of deliverables submitted for that period (if applicable) and foreseen for the next period;
- risk identification;
- meeting attendance.

Ref	Title	Delivery
D1200_x	Progress Reports	Every 3 months

The Commission shall have twenty days from receipt to approve or reject the Progress Report. Within 20 days of receiving the Commission's observations, the Contractor will submit additional information or another report.

Intermediate Report showing progress of the work from the beginning of the project shall be submitted to the Commission 12 months and 24 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 reference period, currently performed work and remaining tasks to be accomplished during the next period;
- status of the resources used for the currently performed work;
- 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.

The Intermediate Report replaces the Progress report that would have been delivered at T0+12 months, +24 months.

Ref	Title	Delivery
D1300_x	Intermediate Report	T0 + 12 months; +24months

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 implementing the comments received.

An intermediate review meeting will be organized in Brussels with all work package leaders.

Final report

The contractor will submit a draft final report to the Commission at the latest 36 months from the date of the kick-off meeting.

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

- list of submitted deliverables from T0;
- meeting attendance from T0;
- status of the accomplished work;
- report of the resources used for the accomplished task 6 & 7;
- problems, limitations or unexpected points;
- risk management;
- coordination issues.

Ref	Title	Delivery
D1400	Final Report	T0 + 36 months

The Commission shall have 45 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 implementing the comments received.

A final review will be organized in Brussels with all work package leaders.

Report format, publication and summary of meetings

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.

Summary of meetings between the Contractor and the European Commission:

- the Kick off;
- Progress Meetings (T0+3 months, T0+6 months, T0+9 months, , T0+15 months, T0+18 months, T0+21 months, , T0+27 months, T0+30 months, T0+33 months,);
- Intermediate Review (T0+12 months, T0+24 months);
- Final Acceptance Review (T0+36 months).

1. Technical specifications

Time-line	Meetings	Reports	Payments
Contract signature			Pre-finance (20%)
2 weeks	Kick-off		
1 month		Project Management Plan (D1100)	
3 months	Progress Meeting 1	Progress Report 1 (D1200_1)	
6 months	Progress Meeting 2	Progress Report 2 (D1200_2)	
9 months	Progress Meeting 3	Progress Report 3 (D1200_3)	
12 months	Intermediate Review 1	Intermediate Report 1 (D1300_1)	Interim payment (30%)
15 months	Progress Meeting 4	Progress Report 4 (D1200_4)	
18 months	Progress Meeting 5	Progress Report 5 (D1200_5)	
21 months	Progress Meeting 6	Progress Report 6 (D1200_6)	
24 months	Intermediate Review 2	Intermediate Report 2 (D1300_2)	Interim payment (20%)
27 months	Progress Meeting 7	Progress Report 7 (D1200_7)	
30 months	Progress Meeting 8	Progress Report 8 (D1200_8)	
33 months	Progress Meeting 9	Progress Report 9 (D1200_9)	
36 months	Final Acceptance Review	Final Report (D1300_2)	Balance (30%)

List of Acronyms:

AEF: Agriculture Industry Electronics Foundation
ATM: Air Traffic Management
CNS: communications, navigation and surveillance
EUROCAE: European Civil Aviation Equipment
EC: European Commission
dGNSS: differential GNSS
GNSS: Global Navigation Satellite System
GBAS: Ground Based Augmentation System
IALA: International Association of Lighthouse Association
ITU-R: International Telecommunication Union Radio-communication
IMO: International Maritime Organization
NP: Navigation and Positioning
RTCM SC: Radio Technical Commission for Maritime Services Special Committee
SESAR: Single European Sky ATM Research
WP: Work Package

2. CONTRACTUAL CONDITIONS

2.1. NATURE OF THE CONTRACT

The objective of this service contract is the provision of support for the standardisation of local elements augmenting Galileo and of assistance for their adoption in identified applications.

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

The contract shall enter into force on the date on which it is signed by the last contracting party if it has already been signed by both contracting parties.

It is expected to be signed in Q4.2013

The duration of the tasks shall not exceed 36 months.

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

2.3. TERMS OF PAYMENT

Payments shall be made in accordance with Articles I.3, I.4 & II.15 of the draft service contract (Annex 6.2).

The payment scheme will consist of

- one pre-financing of 20 %,
- a first interim payments of 30%
- a second interim payments of 20%
- and the balance of 30%.

The schedule and the procedure for the approval of payments and the documents to be submitted are described in Articles I.4, II.15, II.16 and II.17 and in Annex I to the draft contract referred to above.

The Commission reserves the right to pay less than the amount foreseen in article I.3.1 and annex II (financial offer) of the contract according to tasks performed in relation to task 6 and task 7.

2.4. GUARANTEES

The Contractor may be required to provide a guarantee for pre-financing of 20% of the amount specified under I.3.1 of the contract, in compliance with article II.15.5 of the draft contract. The Commission reserves the right to cancel the pre-financing foreseen, according to its management risk analysis or in the case the awarded tenderer refuses

such pre-financing guarantee, and to modify the final version of the contract accordingly.

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

2.5. PLACE OF PERFORMANCE

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

2.6. SUBCONTRACTING

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

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

Accordingly:

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

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

Consequently, the bid must clearly identify the subcontractor(s) and document their willingness to accept the tasks and their acceptance of the terms and conditions set out in paragraph 3.3, in particular article II.18 of the standard service contract by returning the form in Annex 6.5, filled in and signed.

Tenderers must inform the subcontractor(s) and include in their sub-contracting documents that Article II.18 of the standard service contract (Annex 6.2) may be applied to sub-contractors.

Once the contract has been signed, Article II.7 of the above-mentioned service contract shall govern the subcontracting.

2.7. JOINT OFFERS

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

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

Grouping of firms must nominate one party to be responsible for the receipt and processing of payments for members of the grouping, for managing the service administration, and for coordination. The documents required and listed in the present specifications must be supplied by every member of the grouping, the checklist in annex 6.7 will help verifying the level of information to be provided according to the role of each entity in the tender.

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

The offer has to be signed by all members of the group. However, if the members of the group so desire they may grant an authorisation to one of the members of the grouping. In this case they should attach to the offer a power of attorney (see model in annex 6.6). For groupings not having formed a common legal entity, model 1 should be used, and for groupings with a legal entity in place model 2.

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

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

Statements, saying for instance: "that one of the partners of the joint offer will be responsible for part of the contract and another one for the rest", or "that more than one contract should be signed if the joint offer is successful", are thus incompatible with the principle of joint and several liability. The Commission will disregard any such statement contained in a joint offer, and reserves the right to reject such offers without

further evaluation, on the grounds that they do not comply with the tendering specifications.

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

3. ADMINISTRATIVE INFORMATION CONCERNING THE INVITATION TO TENDER

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

3.1. DATE AND PLACE OF OPENING OF THE TENDERS

Tenders will be opened at **10:00 on 11 October 2013**

at the following location:

Office address:

*European Commission
Enterprise and Industry Directorate-General
Invitation to tender No: ENTR/257/PP/ENT/STA/13/1215
Galileo and EGNOS - Legal, financial and institutional aspects Unit (H2)
Office address: Avenue d'Auderghem 45
B-1049 Brussels, Belgium*

An **authorised representative** of each tenderer may attend the opening of the tenders. Companies wishing to attend are requested to notify their intention by sending a fax to +32 2 299 66 17 or an e-mail to ENTR-GP2-CALL-FOR-TENDERS@ec.europa.eu at least 48 hours in advance. This notification must be signed by an authorised officer of the tenderer and specify the name of the person who will attend the opening of the tenders on the tenderer's behalf.

3.2. CONTACT BETWEEN THE TENDERER AND THE COMMISSION

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

- Before the final date for submission of tenders:

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

This information will be published solely via e-tendering, at the internet address indicated in the contract notice and repeated below

<https://etendering.ted.europa.eu/cft/cft-display.html?cftId=337>

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

The requests for additional information may be made exclusively through e-tendering by following the link indicated in the contract notice and repeated below:

3. Administrative information concerning the invitation to tender

<https://etendering.ted.europa.eu/cft/cft-display.html?cftId=337>

Insofar as it has been requested in good time, the additional information will be made available to all economic operators interested in this call and logged in e-tendering as soon as possible and no later than six calendar days before the final date for the receipt of bids or, in the case of requests for information received less than eight calendar days before the final date for the receipt of bids, as soon as possible after the request for information has been received.

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

The answers to the requests for additional information will be made available solely via e-tendering at the address indicated in the contract notice and repeated below:

<https://etendering.ted.europa.eu/cft/cft-display.html?cftId=337>

Contracting authorities are not bound to reply to requests for additional information made less than five working days before the deadline for submission of tenders.

- After the opening of tenders :

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

3.3. GENERAL TERMS AND CONDITIONS FOR THE SUBMISSION OF TENDERS

The present tender documents are drawn up in respect of the Financial Regulation applicable to the general budget of the European Communities (Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002), as well as its Rules of Application (Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union).

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

Where the Plurilateral Agreement on Government Procurement (GPA) concluded within the WTO applies, the contracts are also open to nationals of the countries that have ratified this Agreement, on the conditions it lays down. In that connection, it should be

3. Administrative information concerning the invitation to tender

noted that the services under Annex IIB to Directive 2004/18/EC and the R&D services listed in category 8 of Annex IIA to that Directive are not caught by the Agreement.

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

Operators in third countries which have signed a bilateral or multilateral agreement with the European Union in the field of public procurement must be allowed to take part in the tendering procedure on the conditions laid down in this agreement. The Commission refuses tenders submitted by operators in third countries which have not signed such agreements for the present call for tender.

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

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

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

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

Variants are not allowed.

3.4. NO OBLIGATION TO AWARD THE CONTRACT

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

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

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

3.5. DATA PROTECTION

If processing your reply to the invitation to tender involves the recording and processing of personal data (such as your name, address and CV), such data will be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the European Union institutions and bodies and on the free movement of such data. Unless indicated otherwise, your replies to the questions

3. Administrative information concerning the invitation to tender

and any personal data requested are required to evaluate your tender in accordance with the specifications of the invitation to tender and will be processed solely for that purpose by DG ENTR/H2. Details concerning processing of your personal data are available on the [privacy statement at the page http://ec.europa.eu/dataprotectionofficer/privacystatement_publicprocurement_en.pdf](http://ec.europa.eu/dataprotectionofficer/privacystatement_publicprocurement_en.pdf).

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

Data of economic operators which are in one of the situations referred to in Articles 106, 107, 109(1)(b) and 109(2)(a) of the Financial Regulation⁷ 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 108(1) and (2) of the Financial Regulation. This refers as well to the persons with powers of representation, decision making or control over the said economic operators. Any party entered into the database has the right to be informed of the data concerning it, up on request to the accounting officer of the Commission.

3.6. OPPORTUNITIES FOR SMALL AND MEDIUM SIZED ENTERPRISES

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

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

<http://www.enterprise-europe-network.ec.europa.eu/services/advice-eu-law-and-standards>

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

http://ec.europa.eu/budget/library/biblio/publications/business/doing_business_en.pdf

⁷ Council Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union

4. FORM AND CONTENT OF THE TENDER

4.1. HOW TO SUBMIT A TENDER

Tenderers shall observe precisely the indications in point 1 and 2 of the invitation to tender in order to ensure their tenders are admissible.

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

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

4.2. STRUCTURE OF THE TENDER

- Tenders must be **perfectly legible** so that there can be **no doubt as to words and figures**.
- Tenders must be **clear and concise**, with **continuous page numbering**, and **assembled in a coherent fashion** (e.g. bound or stapled, etc.).
- Tenders must be written in **one of the official languages of the European Union**.
- Tenders **must include** all the **information and documents requested by the Commission** in order to assess the tender. In order to help tenderers presenting a complete tender, **a checklist of the documents to submit is provided in annex 6.7**. This checklist does not need to be included in the tender but we encourage to use it in order to ease the assessment of the tenders;
- **Prices must be established in euros.**

All tenders must be presented in five sections:

Section one: Administrative information

Section two: The exclusion criteria form

Section three: Evidence relating to the selection criteria

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

Section five: Financial Proposal

4.2.1. Section One: Administrative proposal

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

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

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

- The **Legal Entity Form** is to be **signed by a representative of the tenderer authorised to sign contracts with third parties**.
- The form is available for individuals, private entities and public entities at the following address :

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

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

For private and public entities:

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

For Individuals:

- Where applicable, a proof of **registration**, as prescribed in their country of establishment, on one of the **professional or trade registers** or any other official document showing the registration number.
- The **Financial identification form** shall be duly filled in and signed by an authorised representative of the tenderer and his or her banker. A specific form for each Member State is available at the following Internet address:

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

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

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

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

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

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

4.2.2. Section Two: The Exclusion Criteria Form

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

- state whether or not they are in one or more of the situations referred to in Articles 106 and 107 of the Financial Regulation and detailed in the form;

- undertake to submit to the Commission any additional document relating to the exclusion criteria, that the Commission considers necessary to perform its checks, within seven calendar days following the receipt of the Commission's request.

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

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

Any total or partial omission for which one or more legal entities involved in the tender are responsible may lead the Commission to exclude the tender from the procedure, in accordance with Articles 106 and 107 of the Financial Regulation.

4.2.3. Section Three: Evidence relating to the selection criteria

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

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

4.2.4. Section Four: Technical proposal

Tenderers must include in their tenders the **technical proposal addressing all aspects detailed in the technical specifications** set out in section 1.1.

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

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

- (a) methodology for implementation;
- (b) reasons for the proposed methodology;
- (c) how do you intend to build on and link with previous activities (where applicable);
- (d) project management and procedures for internal evaluation;
- (e) level of involvement and activity of other stakeholders;
- (f) role of each partner (in case of a consortium, joint bid and/or use of subcontractors);
- (g) team proposed for implementation of the contract The composition of the team, which will be implementing the project must be properly described. Team staff should be singled out by function (E.g. project managers, administrator, secretary, expert, technical assistant);
- (h) a plan of action with description of activities and their timing.

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

Please note that, to grant equal treatment of all tenders, **it is not possible to modify offers after their submission in relation to the technical and financial proposals.** As a consequence, **incompleteness in this section can only result in negative impact for the evaluation of award criteria.** Please note also, that proposals deviating from the technical specifications may be rejected for non-conformity.

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

4.2.5. Section Five: Financial proposal

Tenderers are requested to show in the financial proposal a total cost per each task described in Section 1.

Tenderers must use the following format to formulate their financial proposal

Price component	Unit price	Quantity	Total
Human resources per Task X			
Person X (role)			
Person Y (role)			

4. Form and content of the tender

.....			
Subtotal (1)			
Other			
Item X			
Item Y			
.....			
Subtotal (2)			
TOTAL per Task X (1+2)			
.....			
TOTAL (Task 1 + 2 + 3 +4 + 5 + 6 + 7)			

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

- **prices must be expressed in euros;**
- **prices should be quoted free of all duties, taxes and other charges, i.e. also free of VAT.** The European Union Institutions are exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union of 8 April 1965 (OJ L 152 of 13 July 1967). Exemption is granted to the Commission by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption.

For those countries where national legislation provides an exemption by means of a reimbursement, the amount of VAT is to be shown separately. In case of doubt about the applicable VAT system, it is the tenderer's responsibility to contact his or her national authorities to clarify the way in which the European Union is exempt from VAT;

- **Prices shall not be conditional and be directly applicable by following the technical specifications.**
- **Prices shall be fixed and not subject to revision.**
- The reference price for the award of the contract shall consist of one amount
 - a) **the amount in payment of the tasks executed**, as stated in Article I.3.1 of the contract.

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

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

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

The amount corresponding to travel and accommodation expenses, directly connected to the execution of the tasks under this Contract, shall be distinctly mentioned in the financial proposal, as a component of the amount in payment of the tasks executed.

When it comes to "daily subsistence" and "Hotel" costs incurred by the tenderer when travelling in the frame of the contract, tenderers are requested to refer to the allowances as contained in Annex III of the draft Service Contract.

When it comes to travels costs incurred by the tenderer when travelling in the frame of the contract, the Contractor is requested to provide quotes in line with Annex III and with article II.16 of the draft Service Contract.

There will not be reimbursement of expenses under the present service contract.

b) the amount corresponding to the reimbursable expenses. - NOT APPLICABLE

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

- Meetings with the Commission:
 - the Kick off;
 - Progress Meetings (T0+3 months, T0+6 months, T0+9 months, , T0+15 months, T0+18 months, T0+21 months, , T0+27 months, T0+30 months, T0+33 months,);
 - Intermediate Review (T0+12 months, T0+24 months);
 - Final Acceptance Review (T0+36 months).
- Missions planned by the Commission:

In the frame of the performance of the activities encompassed under the present service contract, the contractor may be requested to travel to different sites mainly located in Europe and North America

Location and frequency of the meeting for Task 3 is expected to be the USA, at least 2 per year. Location of meetings to be attended under the Task 4 is expected to be Europe and the USA with a frequency of 3 per year (2 per year in Europe, 1 per year in the USA). For meetings to be attended under Task 5 expected location is Europe and frequency is 3 per year.

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

- ! The Commission will reject tenders where no technical offers or financial offers are proposed.**

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

- ! The Commission reserves the right, however, to request clarification or additional evidence in relation to the exclusion and selection stages after the opening within a time-limit stipulated in its request and in the conditions explained in section 3.3.**

5. ASSESSMENT AND AWARD OF CONTRACT

The assessment will be based on the information provided in the tender. The Commission reserves the right to use any other information from public or specialist sources.

This assessment will be performed by applying the criteria set out in these specifications. To award the contract, the assessment of admissible bids (see paragraph 1 and 2 of the Invitation to tender) will be carried out in three successive stages. Only bids meeting the requirements of one stage will be examined in the next stage.

The aim of each of these stages is:

- 1) to check, in the first stage (exclusion criteria), whether tenderers can take part in the tendering procedure and, where applicable, be awarded the contract;
- 2) to check, in the second stage (selection criteria), the technical and professional capacity and economic and financial capacity of each tenderer who has passed the exclusion stage;
- 3) to assess on the basis of the award criteria the technical and financial offers and establish a ranking list, by order of merit, of all tenders having passed the exclusion and selection stages, as well as the quality thresholds set for the assessment of the award criteria.

5.1. STAGE 1 – APPLICATION OF EXCLUSION CRITERIA AND EXCLUSION OF TENDERERS

5.1.1. Declaration

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

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

5.1.2. Grounds for disqualification

In accordance with Articles 106 and 107 of the Financial Regulation, tenderers shall be excluded from the selection and award procedures if they do not satisfy criteria a) to f) specified in the standard form in annex 6.1.

If a tenderer is a legal person, criterion b) and criterion e) specified in the standard form in annex 6.1. apply not only to the tenderer, but to also to the natural persons having power of representation, decision-making or control over this legal entity.

In addition, contracts may not be awarded to tenderers who, during the procurement procedure are subject to a conflict of interest (criteria g) or are guilty of

misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information (criteria h) or fall into one of the situations as specified under criteria a) to f).

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

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

5.1.3. Evidence

The tenderer to whom the contract is to be awarded shall provide, within the 15 days following the receipt of the letter informing him of the proposed award of the contract and preceding the signature of the contract, the following evidence confirming the declaration referred to in paragraph 5.1.1:

1. The Commission shall accept as satisfactory evidence that the tenderer to whom the contract is to be awarded is not in one of the situations described in point (a), (b) or (e) of Article 106 (1) of the Financial Regulation, **a recent extract from the judicial record or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied;**
2. The Commission shall accept, as satisfactory evidence that the tenderer is not in the situation described in point (d) of Article 106 (1) of the Financial Regulation, **a recent certificate issued by the competent authority of the State.**
3. Where the document or certificate referred to in paragraph 1 & 2 is not issued in the country concerned and for the other cases of exclusion referred to in Article 106 of the Financial Regulation, it may be replaced by a **sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.**
4. Depending on the national legislation of the country in which the tenderer is established, the documents referred to in paragraphs 1, 2, 3 shall relate to legal persons and/or natural persons including, where necessary, company directors or any person with power of representation, decision-making or control in relation to the tenderer. This would be the case when the national legislation concerned gives juridical responsibility of the acts committed by a legal entity (moral persons) to their legal representatives. The tenderer shall provide information on the ownership or on the management, control and power of representation of the legal entity whenever necessary for the proper understanding of the evidence submitted or whenever the Commission requests it.
5. Where they have doubts as to whether tenderers are in one of the situations of exclusion, the Commission may itself apply to the competent authorities referred to in paragraph 3 to obtain any information they consider necessary about that situation.

The Commission may waive the obligation of a tenderer to submit the documentary evidence referred to in paragraphs 1 and 2 if such evidence has already been submitted to it for the purposes of another procurement procedure and provided that the issuing date of the documents does not exceed one year and that they are still valid. In such a case, the tenderer shall declare on his honour that the documentary evidence has already been provided to the Commission in a previous procurement procedure and confirm that no changes in his situation have occurred. He shall indicate in its tender all the references necessary to allow the Commission services to check this evidence.

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

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

5.1.4. Administrative and financial penalties

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

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

These penalties are detailed in Article 109 of the Financial Regulation (EU, Euratom) 966/2012 and Article 145 of the Rules of Application of the Financial Regulation. We invite tenderers to read carefully these two articles.

5.2. STAGE 2 - APPLICATION OF SELECTION CRITERIA (SELECTION OF TENDERERS)

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

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

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

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

4. Assessment and award of contract

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

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

5.2.1. Selection criteria

<u>SELECTION CRITERIA</u>
1. FINANCIAL AND ECONOMIC CAPACITY
1.1 Sufficient economic and financial capacity to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract.
1.2 Sufficient financial capacity in relation to the pre-financing foreseen under the contract
1.3 Reliability of the mitigating measures presented to cover possible deficiencies in the evidence presented for the above criteria.
2. TECHNICAL AND PROFESSIONAL CAPACITY
2.1 Deep knowledge of satellite navigation systems
2.2 Experience in the different fields of application (maritime, aviation, road and land management)
2.3 Prior experience in standard development processes specific to each user community
2.4 Very good knowledge of GNSS User receiver technology
2.5 Very good knowledge of local area differential systems
2.6 Access to the relevant regulatory and industrial standardisation fora
2.7 Minimum 3 years of experience in the field of the satellite navigation systems
2.8 Minimum 3 years of experience in the field of the differential GNSS
2.9 Participation in at least 1 standardization project
2.10 Participation in at least 1 industrial project dealing with differential GNSS in transport

4. Assessment and award of contract

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

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

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

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

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

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

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

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

4. Assessment and award of contract

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

- a) the educational and professional qualifications of the service provider or contractor and/or those of the firm's managerial staff and, in particular, those of the person or persons responsible for providing the services or carrying out the tasks; The Europass curriculum vitae format (http://europass.cedefop.europa.eu/europass/preview.action?locale_id=1) shall be filled in and signed, by each person involved in the execution of the tasks foreseen in the tender. The precise contractual link with the tenderer will also be described.

This evidence refers to selection criterion/a 2.1,2.2, 2.3, 2.4, 2.5, 2.7, 2.8, 2.9, 2.10.

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

This evidence refers to selection criterion/a 2.1 to 2.10.

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

This evidence refers to selection criterion/a 2.6, 2.9 and 2.10.

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

This evidence refers to selection criterion/a 2.1 to 2.10.

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

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

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

5.3. STAGE 3 - APPLICATION OF AWARD CRITERIA (ASSESSMENT OF TENDERS)

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

4. Assessment and award of contract

No	Qualitative award criteria	Weighting (maximum points)
1.	- level of understanding of the objectives and of the environment under which the project is conducted (10 points) - Risk analysis, discussion of problematic areas (10 points)	20
2.	Quality and adequacy of proposed work - Quality of the work package descriptions including the proposed approach in view of executing each of the tasks as describes in Section 1.1 (40 points) - Quality of the proposed team and adequacy of the allocation of the tasks within the team as well as the effort related to each activity and their interfaces (10 points) - - Adequacy of the proposed interactions with other Standardisation bodies and other organizations (10 points)	60
3.	Adequacy of management - Adequacy of the overall planning (10 points) - Adequacy of reporting, quality control and risk management (10 points)	20
Total number of points		100

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

Tenders scoring

- * less than 60% in the overall points total or
- * less than 50% in the points awarded for a single criterion

will be excluded from the rest of the assessment procedure.

Award criterion
Total price

! Tenders presenting a total price superior to the maximum amount of 800.000 € will be excluded from the rest of the assessment procedure.

4. Assessment and award of contract

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

Final Evaluation			
<p>30% * (Total number of points for price) + 70% * (Total number of points for technical evaluation)</p> <p>Where “Total number of points for price” will be computed as follows: lowest price among eligible offers / the price of the tender under evaluation</p>			
<p>score for tender X =</p>	<p>cheapest price ----- price of tender X</p>	<p>* 30 (price weighting)</p>	<p>+ </p> <p>total quality score (out of 100) for all award criteria of tender X ----- 100</p> <p>* 70 (quality criteria weighting)</p>

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

5.4. INFORMATION FOR TENDERERS

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

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

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

5.5. AWARD OF THE CONTRACT

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

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

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

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

6. ANNEXES

ANNEXES

6.1. Exclusion criteria form (Invitation to tender No *ENTR/257/PP/ENT/STA/13/1215*)

[This form is mandatory]

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

(Complete or delete the parts in grey italics in parentheses)

[Choose options for parts in grey between square brackets]

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

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

or

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

full official name:

official legal form:

full official address:

VAT registration number:

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

- a) is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) has been convicted of an offence concerning professional conduct by a judgment of a competent authority of a Member State which has the force of *res judicata*;
- c) has been guilty of grave professional misconduct proven by any means which the contracting authorities can justify including by decisions of the European Investment Bank and international organisations;
- d) is not in compliance with all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of the country of the contracting authority and those of the country where the contract is to be performed;
- e) has been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity, where such activity is detrimental to the Union's financial interests;
- f) is a subject of an administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in a procurement procedure or failing to supply this information, or having been declared to be in serious breach of its obligations under contracts covered by the Union's budget.

- *(Only for legal persons other than Member States and local authorities, otherwise delete)*⁸ declares that the natural persons with power of representation, decision-making or control over the above-mentioned legal entity are not in the situations referred to in b) and e) above;
- declares that [the above-mentioned legal person][he][she]:
- g) has no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinity, family, emotional life or any other shared interest;
 - h) will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;
 - i) has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to award of the contract;
 - j) provided accurate, sincere and complete information to the contracting authority within the context of this procurement procedure ;
- acknowledges that [the above-mentioned legal person][he][she] may be subject to administrative and financial penalties⁹ if any of the declarations or information provided prove to be false.

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

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

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

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

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

Full name

Date

Signature

⁸ This covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares.

⁹ As provided for in Article 109 of the Financial Regulation (EU, Euratom) 966/2012 and Article 145 of the Rules of Application of the Financial Regulation

6.2. DRAFT SERVICE CONTRACT



EUROPEAN COMMISSION
ENTERPRISE AND INDUSTRY DIRECTORATE-GENERAL

DIRECTOR GENERAL

SERVICE CONTRACT

CONTRACT NUMBER – ENTR/257/PP/ENT/STA/13/1215

The European Union (hereinafter referred to as "the Union"), represented by the European Commission (hereinafter referred to as "the Commission"), which is represented for the purposes of the signature of this contract by Mr Daniel Calleja, Director General of the Enterprise and Industry Directorate General, or his authorised representative, of the one part, and

[*full official name*]

[*official legal form*]¹⁰

[*statutory registration number*]¹¹

[*full official address*]

[*VAT registration number*]

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

[The parties identified above and hereinafter collectively referred to as 'the contractor' shall be jointly and severally liable vis-à-vis the contracting authority for the performance of this contract.]

on the other part,

10 Delete if contractor is a natural person or a body governed by public law.

11 Delete if contractor is a body governed by public law. For natural persons, indicate the number of their identity card or, failing that, of their passport or equivalent.

HAVE AGREED

to the **special conditions**, the **general conditions for service contracts** and the following annexes:

Annex I – Tender specifications (reference No ENTR/257/PP/ENT/STA/13/1215 of [*insert date*])

Annex II – Contractor's tender (reference No [complete] of [insert date])

Annex III - Daily allowances for the Member States of the European Union

[*Other annexes*]

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

- The terms set out in the special conditions shall take precedence over those in the other parts of the contract.
- The terms set out in the general conditions shall take precedence over those in the annexes.
- The terms set out in the tender specifications (Annex I) shall take precedence over those in the tender (Annex II).

I – SPECIAL CONDITIONS

Article I.1 – Subject matter

- I.1.1** The subject matter of the contract is the provision of support for the standardisation of local elements augmenting Galileo and of assistance for their adoption in identified applications.
- I.1.2** The contractor shall execute the tasks assigned to it in accordance with the tender specifications annexed to the contract (Annex I).

Article I.2 – Entry into force and duration

- I.2.1** The contract shall enter into force on the date on which it is signed by the last party.
- I.2.2** Under no circumstances may performance commence before the date on which the contract enters into force.
- I.2.3** The duration of the execution of the tasks shall not exceed **36 months**. Unless otherwise specified, all periods specified in the contract are calculated in calendar days. Execution of the tasks shall start from the date of the kick-off meeting.
- The period of execution of the tasks may be extended only with the express written agreement of the parties before the expiration of such period.

Article I.3 – Price

- I.3.1** The maximum total amount to be paid by the contracting authority under the contract shall be EUR [*amount in figures and in words*] covering all tasks executed.

Article I.4 – Payment arrangements

I.4.1 Pre-financing

Following signature of the contract by the last party and its receipt by the contracting authority, a pre-financing payment of EUR [*amount in figures and in words*] equal to 20% of the total amount referred to in Article I.3.1 shall be made within 30 days of the receipt of an invoice [and the receipt by the contracting authority of a duly constituted financial guarantee equal to at least EUR [*amount in figures and in words*]]. The contracting authority may refuse to make payments where the award procedure or the performance of the contract proves to have been subject to substantial errors, irregularities or fraud attributable to the contractor.]

I.4.2 First Interim payments

The contractor shall submit an invoice for an interim payment of EUR [*amount in figures and in words*] equal to 30% of the total amount referred to in Article I.3.1.]

Invoices for interim payment shall be accompanied by a progress report. The contracting authority shall make the payment within 60 days from receipt of the invoice. The contractor shall have 30 days in which to submit additional information or corrections or a new progress report or documents if required by the contracting authority.

I.4.2 Second Interim payments

The contractor shall submit an invoice for an interim payment of EUR [*amount in figures and in words*] equal to 20% of the total amount referred to in Article I.3.1.]

Invoices for interim payment shall be accompanied by a progress report. The contracting authority shall make the payment within 60 days from receipt of the invoice. The contractor shall have 30 days in which to submit additional information or corrections or a new progress report or documents if required by the contracting authority.

I.4.3 Payment of the balance

The contractor shall submit an invoice for payment of the balance.

The invoice shall be accompanied by the final progress report. The contracting authority shall make the payment within 60 days from receipt of the invoice. The contractor shall have 30 days in which to submit additional information or corrections, a new final progress report or other documents if it is required by the contracting authority.

[Where VAT is due in Belgium, the provisions of the contract constitute a request for VAT exemption No 450, Article 42, paragraph 3.3 of the VAT code (circular 2/1978), provided the contractor includes the following statement in the invoice(s): "Exonération de la TVA, Article 42, paragraphe 3.3 du code de la TVA (circulaire 2/1978)" or an equivalent statement in the Dutch or German language.]

[Where VAT is due in Luxembourg, the contractor shall include the following statement in the invoices: "Commande destinée à l'usage officiel de l'Union européenne. Exonération de la TVA Article 43 § 1 k 2ième tiret de la loi modifiée du 12.02.79." In case of intra-Community purchases, the statement to be included in the invoices is: "For the official use of the European Union. VAT Exemption / European Union/ Article 151 of Council Directive 2006/112/EC."]

Article I.5 – Bank account

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

Name of bank:

Full address of branch:

Exact designation of account holder:

Full account number including [bank] codes:

[IBAN code:]

Article I.6 – Communication details and data controller

For the purpose of Article II.6, the data controller shall be DG ENTR/H2.

Communications shall be sent to the following addresses:

Contracting authority:

European Commission

Directorate-General Enterprise and Industry

Galileo and EGNOS Unit H2: Legal, financial and institutional aspects

Mr Dimitri Nicolaïdes
Avenue d'Auderghem 45, office 7/289
B-1049 Brussels, Belgium
E-mail: ENTR-GP2-CALL-FOR-TENDERS@ec.europa.eu

Contractor:

[Full name]

[Function]

[Company name]

[Full official address]

Email: [complete]

Article I.7– Applicable law and settlement of disputes

- I.7.1.** The contract shall be governed by Union law, complemented, where necessary, by the law of Belgium.
- I.7.2.** Any dispute between the parties in relation to the interpretation, application or validity of the contract which cannot be settled amicably shall be brought before the courts of Brussels.

Article I.8 - Exploitation of the results of the contract

I.8.1 Modes of exploitation

In accordance with Article II.10.2 whereby the Union acquires ownership of the results as defined in the tender specifications (Annex I), these results may be used for any of the following purposes:

- (a) use for its own purposes:
- (i) making available to the staff of the contracting authority
 - (ii) making available to the persons and entities working for the contracting authority or cooperating with it, including contractors, subcontractors whether legal or natural persons, Union institutions, agencies and bodies, Member States' institutions
 - (iii) installing, uploading, processing
 - (iv) arranging, compiling, combining, retrieving
 - (v) copying, reproducing in whole or in part and in unlimited number of copies
- (b) distribution to the public:
- (i) publishing in hard copies
 - (ii) publishing in electronic or digital format
 - (iii) publishing on the internet as a downloadable/non-downloadable file
 - (iv) communication through press information services
 - (v) inclusion in widely accessible databases or indexes
 - (vi) otherwise in any form and by any method

(c) modifications by the contracting authority or by a third party in the name of the contracting authority:

- (i) shortening
- (ii) summarizing
- (iii) modifying of the content
- (iv) making technical changes to the content:
 - necessary correction of technical errors
 - adding new parts or functionalities
 - changing functionalities
 - providing third parties with additional information concerning the result (e.g. source code) with a view of making modifications
- (v) addition of new elements, paragraphs titles, leads, bolds, legend, table of content, summary, graphics, subtitles, sound, etc.
- (vi) preparation in audio form, preparation as a presentation, animation, pictograms story, slide-show, public presentation etc.
- (vii) extracting a part or dividing into parts
- (viii) use of a concept or preparation of a derivate work
- (ix) modifying dimensions
- (x) translating, inserting subtitles, dubbing in different language versions:
 - English, French, German
 - all official languages of EU
 - languages used within EU
 - languages of candidate countries

(d) the modes of exploitation listed in article II.10.4

Where the contracting authority becomes aware that the scope of modifications exceeds that envisaged in the contract the contracting authority shall consult the contractor. Where necessary, the contractor shall in turn seek the agreement of any creator or other right holder. The contractor shall reply to the contracting authority within one month and shall provide its agreement, including any suggestions of modifications, free of charge. The creator may refuse the intended modification only when it may harm his honour, reputation or distort integrity of the work.

I.8.2 Pre-existing rights and transmission of rights

All pre-existing rights shall be [licensed to the Union in accordance with Article II.10.3.

The contractor shall provide to the contracting authority a list of pre-existing rights and third parties' rights including its personnel, creators or other right holders as provided for in Article II.10.5.

The contractor shall present relevant and exhaustive evidence about the acquisition of all the necessary pre-existing rights and third parties' rights together with delivery of the final report at the latest. This obligation should be fulfilled by presentation of the contractor's statement

prepared in accordance with Annex A and third parties' statements prepared in accordance with Annex B and the relevant evidence listed in article II.10.5 as appropriate.

Article I.9 – Termination by either party

Either party may, unilaterally and without being required to pay compensation, terminate the contract by formally notifying the other party by giving [one month's] notice. Should the contracting authority terminate the contract, the contractor shall only be entitled to payment corresponding to part-performance of the contract before the termination date. The first paragraph of Article II.14.3 shall apply.

SIGNATURES

For the contractor,
[Company name/forename/surname/function]

For the contracting authority,
[forename/surname/function]

signature[s]: _____

signature[s]:_____

Done at [Brussels], [date]

Done at [Brussels], [date]

In duplicate in English.

II – GENERAL CONDITIONS FOR SERVICE CONTRACTS

Article II.1 – Performance of the contract

- II.1.1** The contractor shall perform the contract to the highest professional standards.
- II.1.2** The contractor shall be solely responsible 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 it are to be executed.
- II.1.3** Without prejudice to Article II.4 any reference made to the contractor's personnel in the contract shall relate exclusively to individuals involved in the performance of the contract.
- II.1.4** The contractor must ensure that the personnel performing the contract possesses the professional qualifications and experience required for the execution of the tasks assigned to it.
- II.1.5** The contractor shall neither represent the contracting authority nor behave in any way that would give such an impression. The contractor shall inform third parties that it does not belong to the European public service.
- II.1.6** The contractor shall be solely responsible for the personnel who executes the tasks assigned to the contractor.
- The contractor shall stipulate the following employment or service relationships with its personnel:
- (a) personnel executing the tasks assigned to the contractor may not be given orders directly by the contracting authority;
 - (b) the contracting authority may not under any circumstances be considered to be the employer of the personnel referred to in point (a) and the personnel shall undertake not to invoke against the contracting authority any right arising from the contractual relationship between the contracting authority and the contractor.
- II.1.7** In the event of disruption resulting from the action of one of the contractor's personnel working on the contracting authority's premises or in the event that the expertise of a member of the contractor's personnel fails to correspond to the profile required by the contract, the contractor shall replace him without delay. The contracting authority shall have the right to make a reasoned request for the replacement of any such personnel. The replacement personnel 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 it resulting from the replacement of personnel.
- II.1.8** Should the execution of the tasks be directly or indirectly hampered, either partially or totally, by any unforeseen event, action or omission, the contractor shall immediately and on its own initiative record it and report it to the contracting authority. 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 its obligations under this contract. In such an event the contractor shall give priority to solving the problem rather than determining liability.

II.1.9 Should the contractor fail to perform its obligations under the contract, the contracting authority may - without prejudice to its right to terminate the contract - reduce or recover payments in proportion to the scale of the unperformed obligations. In addition, the contracting authority may claim compensation or impose liquidated damages in accordance with Article II.12.

Article II.2 – Means of communication

II.2.1 Any communication relating to the contract or to its performance shall be made in writing and shall bear the contract number. Any communication is deemed to have been made when it is received by the receiving party unless otherwise provided for in this contract.

II.2.2 Electronic communication shall be deemed to have been received by the parties on the day of dispatch of that communication provided it is sent to the addressees listed in Article I.6. Without prejudice to the preceding, if the sending party receives a message of non-delivery to or of absence of the addressee, it shall make every effort to ensure the actual receipt of such communication by the other party.

Electronic communication shall be confirmed by an original signed paper version of that communication if requested by any of the parties provided that this request is submitted without unjustified delay. The sender shall send the original signed paper version without unjustified delay.

II.2.3 Mail sent using the postal services is deemed to have been received by the contracting authority on the date on which it is registered by the department responsible referred to in Article I.6.

Any formal notification shall be made by registered mail with return receipt or equivalent, or by equivalent electronic means.

Article II.3 – Liability

II.3.1 The contractor shall be solely responsible for complying with any legal obligations incumbent on it.

II.3.2 The contracting authority shall not be held liable for any damage caused or sustained by the contractor, including any damage caused by the contractor to third parties during or as a consequence of performance of the contract, except in the event of wilful misconduct or gross negligence on the part of the contracting authority.

II.3.3 The contractor shall be held liable for any loss or damage sustained by the contracting authority in performance of the contract, including in the event of subcontracting, and for any claim by a third party, but only to an amount not exceeding three times the total amount of the contract. Nevertheless, if the damage or loss is caused by the gross negligence or wilful misconduct of the contractor or of its personnel or subcontractors, the contractor shall have unlimited liability for the amount of the damage or loss.

II.3.4 The contractor shall indemnify and hold the Union harmless for all damages and costs incurred due to any claim. The contractor shall provide compensation in the event of any action, claim or proceeding brought against the contracting authority by a third party as a result of damage caused by the contractor during the performance of the contract. In the event of any action brought by a third party against the contracting authority in connection with the performance of the contract, including any alleged breach of intellectual property rights, the contractor shall assist the contracting authority. Such expenditure incurred by the contractor may be borne by the contracting authority.

II.3.5 The contractor shall take out an insurance policy against risks and damage relating to the performance of the contract, if required by the relevant applicable legislation. It 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 contracting authority should it so request.

Article II.4 - Conflict of interest

II.4.1 The contractor shall take all the necessary measures to prevent any situation of conflict of interest. Such situation arises where the impartial and objective performance of the contract is compromised for reasons involving economic interest, political or national affinity, family or emotional ties, or any other shared interest.

II.4.2 Any situation constituting or likely to lead to a conflict of interest during the performance of the contract shall be notified to the contracting authority in writing without delay. The contractor shall immediately take all the necessary steps to rectify the situation. The contracting authority reserves the right to verify that the steps taken are appropriate and may require that additional steps be taken within a specified deadline.

II.4.3 The contractor declares that it 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, when such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, in so far as it serves as an incentive or reward relating to the performance of the contract.

II.4.4 The contractor shall pass on all the relevant obligations in writing to its personnel and to any natural person with the power to represent it or take decisions on its behalf and ensure that it is not placed in a situation which could give rise to conflicts of interest. The contractor shall also pass on all the relevant obligations in writing to third parties involved in the performance of the contract including subcontractors.

Article II.5 – Confidentiality

II.5.1 The contracting authority and the contractor shall treat with confidentiality any information and documents, in any form, disclosed in writing or orally in relation to the performance of the contract and identified in writing as confidential.

The contractor shall:

- (a) not use confidential information and documents for any purpose other than fulfilling its obligations under the contract without prior written agreement of the contracting authority;
- (b) ensure the protection of such confidential information and documents with the same level of protection it uses to protect its own confidential information, but in no case any less than reasonable care;
- (c) not disclose directly or indirectly confidential information and documents to third parties without prior written agreement of the contracting authority.

II.5.2 The confidentiality obligation set out in Article II.5.1 shall be binding on the contracting authority and the contractor during the performance of the contract and for five years starting from the date of the payment of the balance unless:

- (a) the concerned party agrees to release the other party from the confidentiality obligation earlier;

- (b) the confidential information becomes public through other means than in breach of the confidentiality obligation through disclosure by the party bound by that obligation;
- (c) the disclosure of the confidential information is required by law.

II.5.3 The contractor shall obtain from any natural person with the power to represent it or take decisions on its behalf, as well as from third parties involved in the performance of the contract, an undertaking that they will comply with the confidentiality obligation set out in Article II.5.1.

Article II.6 – Processing of personal data

II.6.1 Any personal data included in the contract shall be processed pursuant to Regulation (EC) 45/2001 of the European Parliament and of the Council of 18 December 2000 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. Such data shall be processed by the data controller solely for the purposes of the performance, management and monitoring of the contract without prejudice to its possible transmission to the bodies charged with monitoring or inspection tasks in application of Union law.

II.6.2 The contractor shall have the right to access its personal data and the right to rectify any such data. The contractor should address any queries concerning the processing of its personal data to the data controller.

II.6.3 The contractor shall have right of recourse at any time to the European Data Protection Supervisor.

II.6.4 Where the contract requires the processing of personal data by the contractor, the contractor may act only under the supervision of the data controller, in particular with regard to the purposes of the processing, the categories of data which may be processed, the recipients of the data and the means by which the data subject may exercise his rights.

II.6.5 The contractor shall grant its personnel access to the data to the extent strictly necessary for the performance, management and monitoring of the contract.

II.6.6 The contractor undertakes to adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned in order to:

- (a) prevent any unauthorised person from gaining access to computer systems processing personal data, and especially:
 - (i) unauthorised reading, copying, alteration or removal of storage media;
 - (ii) unauthorised data input, as well as any unauthorised disclosure, alteration or erasure of stored personal data;
 - (iii) unauthorised use of data-processing systems by means of data transmission facilities;
- (b) ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;
- (c) record which personal data have been communicated, when and to whom;
- (d) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the contracting authority;
- (e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;

- (f) design its organisational structure in such a way that it meets data protection requirements.

Article II.7 – Subcontracting

- II.7.1** The contractor shall not subcontract without prior written authorisation from the contracting authority nor cause the contract to be de facto performed by third parties.
- II.7.2** Even where the contracting authority authorises the contractor to subcontract to third parties, it shall nevertheless remain bound by its contractual obligations and shall be solely responsible for the proper performance of this contract.
- II.7.3** The contractor shall make sure that the subcontract does not affect rights and guarantees granted to the contracting authority by virtue of this contract, notably by Article II.18.

Article II.8 – Amendments

- II.8.1** Any amendment to the contract shall be made in writing before fulfilment of any new contractual obligations and in any case before the date of payment of the balance.
- II.8.2** The amendment may not have the purpose or the effect of making changes to the contract which might call into question the decision awarding the contract or result in unequal treatment of tenderers.

Article II.9 – Assignment

- II.9.1** The contractor shall not assign the rights, including claims for payments, and obligations arising from the contract, in whole or in part, without prior written authorisation from the contracting authority.
- II.9.2** In the absence of such authorisation, or in the event of failure to observe the terms thereof, the assignment of rights or obligations by the contractor shall not be enforceable against the contracting authority and shall have no effect on it.

Article II.10 – Ownership of the results - Intellectual and industrial property rights

II.10.1 Definitions

In this contract the following definitions apply:

- (1) 'results' means any intended outcome of the performance of the contract which is delivered and finally accepted by the contracting authority;
- (2) 'creator' means any natural person who contributed to the production of the result and includes personnel of the contracting authority or a third party;
- (3) 'pre-existing rights' means any industrial and intellectual property rights, including background technology, which exist prior to the contracting authority or the contractor ordering them for the purpose of the contract execution and include rights of ownership and use by the contractor, the creator, the contracting authority and any third parties.

II.10.2 Ownership of the results

The ownership of the results shall be fully and irrevocably acquired by the Union under this contract including any rights in any of the results listed in this contract. Those rights in the results may include copyright and other intellectual or industrial property rights, as well as all technological solutions and information contained within these technological solutions, produced in performance of the contract. The contracting authority may exploit them as stipulated in this

contract. All the rights shall be acquired by the Union from the moment the results are delivered by the contractor and accepted by the contracting authority. Such delivery and acceptance are deemed to constitute an effective assignment of rights from the contractor to the Union.

The payment of the price as set out in the contract is deemed to include any fees payable to the contractor in relation to the acquisition of rights by the Union including all forms of use of the results.

The acquisition of rights by the Union under this contract covers all territories worldwide.

Any intermediary sub-result, raw data, intermediary analysis made available by the contractor cannot be used by the contracting authority without the written consent of the contractor, unless the contract explicitly provides for it to be treated as a self-contained result.

II.10.3 Licensing of pre-existing rights

The Union shall not acquire ownership of the pre-existing rights.

The contractor shall license the pre-existing rights on a royalty-free, non-exclusive and irrevocable basis to the Union which may use the pre-existing right as foreseen in Article I.8.1. All the pre-existing rights shall be licensed to the Union from the moment the results were delivered and accepted by the contracting authority.

The licensing of pre-existing rights to the Union under this contract covers all territories worldwide and is valid for the whole duration of intellectual property rights protection.

II.10.4 Modes of exploitation

The Union shall acquire ownership of each of the results produced as an outcome of this contract which may be used for any of the following purposes:

- (a) giving access upon individual requests without the right to reproduce or exploit, as provided for by Regulation 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents;
- (b) storage of the original and copies made in accordance with this contract;
- (c) archiving in line with the document management rules applicable to the contracting authority.

II.10.5 Identification and evidence of granting of pre-existing rights and rights of third parties

When delivering the results, the contractor shall warrant that they are free of rights or claims from creators and third parties including in relation to pre-existing rights, for any use envisaged by the contracting authority. This does not concern the moral rights of natural persons.

The contractor shall establish to that effect a list of all pre-existing rights and rights of creators and third parties on the results of this contract or parts thereof. This list shall be provided no later than the date of delivery of the final results.

In the result the contractor shall clearly point out all quotations of existing textual works. The complete reference should include as appropriate: name of the author, title of the work, date and place of publication, date of creation, address of publication on internet, number, volume and other information which allows the origin to be easily identified.

Upon request by the contracting authority, the contractor shall provide evidence of ownership of or rights to use all the listed pre-existing rights and rights of third parties except for the rights owned by the Union.

This evidence may refer, inter alia, to rights to: parts of other documents, images, graphs, tables, data, software, technical inventions, know-how etc. (delivered in paper, electronic or other form), IT development tools, routines, subroutines and/or other programs ("background technology"), concepts, designs, installations or pieces of art, data, source or background materials or any other parts of external origin.

The evidence shall include, as appropriate:

- (a) the name and version number of a software product;
- (b) the full identification of the work and its author, developer, creator, translator, data entry person, graphic designer, publisher, editor, photographer, producer;
- (c) a copy of the licence to use the product or of the agreement granting the relevant rights to the contractor or a reference to this licence;
- (d) a copy of the agreement or extract from the employment contract granting the relevant rights to the contractor where parts of the results were created by its personnel;
- (e) the text of the disclaimer notice if any.

Provision of evidence does not release the contractor from its responsibilities in case it is found that it does not hold the necessary rights, regardless of when and by whom this fact was revealed.

The contractor also warrants that it possesses the relevant rights or powers to execute the transfer and that it has paid or has verified payment of all due fees including fees due to collecting societies, related to the final results.

II.10.6 Creators

By delivering the results the contractor warrants that the creators undertake not to oppose that their names be recalled when the results are presented to the public and confirms that the results can be divulged. Names of authors shall be recalled on request in the manner communicated by the contractor to the contracting authority.

The contractor shall obtain the consent of creators regarding the granting of the relevant rights and be ready to provide documentary evidence upon request.

II.10.7 Persons appearing in photographs or films

If natural, recognisable persons appear in a result or their voice is recorded the contractor shall submit a statement of these persons (or of the persons exercising parental authority in case of minors) where they give their permission for the described use of their image or voice on request by the contracting authority. This does not apply to persons whose permission is not required in line with the law of the country where photographs were taken, films shot or audio records made.

II.10.8 Contractor's copyright for pre-existing rights

When the contractor retains pre-existing rights on parts of the results, reference shall be inserted to that effect when the result is used as set out in Article I.8.1 with the following disclaimer: © - year – European Union. All rights reserved. Certain parts are licensed under conditions to the EU.

II.10.9 Visibility of Union funding and disclaimer

When making use of the results, the contractor shall declare that they have been produced within a contract with the Union and that the opinions expressed are those of the contractor only and do not represent the contracting authority's official position. The contracting authority may waive this obligation in writing.

Article II.11 – Force majeure

II.11.1 'Force majeure' means any unforeseeable and exceptional situation or event beyond the parties' control which prevents either of them from fulfilling any of their obligations under the contract, which was not attributable to error or negligence on their part or on the part of subcontractors and which proves to be inevitable in spite of exercising due diligence. Any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure, as well as labour disputes, strikes or financial difficulties, cannot be invoked as force majeure.

II.11.2 A party faced with force majeure shall formally notify the other party without delay, stating the nature, likely duration and foreseeable effects.

II.11.3 The party faced with force majeure shall not be held in breach of its contractual obligations if it has been prevented from fulfilling them by force majeure. Where the contractor is unable to fulfil its contractual obligations owing to force majeure, it shall have the right to remuneration only for the tasks actually executed.

II.11.4 The parties shall take all the necessary measures to limit any damage due to force majeure.

Article II.12 – Liquidated damages

The contracting authority may impose liquidated damages should the contractor fail to complete its contractual obligations, also with regard to the required quality level, according to the tender specifications.

Should the contractor fail to perform its contractual obligations within the time-limits set by the contract, then, without prejudice to the contractor's actual or potential liability or to the contracting authority's right to terminate the contract, the contracting authority may impose liquidated damages for each and every calendar day of delay according to the following formula:

$$0.3 \times (V/d)$$

V is the amount specified in Article I.3.1;

d is the duration specified in Article I.2.3 expressed in calendar days.

The contractor may submit arguments against this decision within 30 days of receipt of the formal notification. In the absence of a reaction on its part or of written withdrawal by the contracting authority within 30 days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable.

The parties 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 incurred due to failure to fulfil obligations which may be reasonably anticipated.

Article II.13 – Suspension of the performance of the contract

II.13.1 Suspension by the contractor

The contractor may suspend the performance of the contract or any part thereof if a case of force majeure makes such performance impossible or excessively difficult. The contractor shall inform the contracting authority about the suspension without delay, giving all the necessary reasons and details and the envisaged date for resuming the performance of the contract.

Once the circumstances allow resuming performance, the contractor shall inform the contracting authority immediately, unless the contracting authority has already terminated the contract.

II.13.2 Suspension by the contracting authority

The contracting authority may suspend the performance of the contract or any part thereof:

- (a) if the contract award procedure or the performance of the contract prove to have been subject to substantial errors, irregularities or fraud;
- (b) in order to verify whether presumed substantial errors, irregularities or fraud have actually occurred.

Suspension shall take effect on the day the contractor receives formal notification, or at a later date provided in the notification. The contracting authority shall give notice as soon as possible to the contractor to resume the service suspended or inform the contractor that it is proceeding with the termination of the contract. The contractor shall not be entitled to claim compensation on account of suspension of the contract or of part thereof.

Article II.14 – Termination of the contract

II.14.1 Grounds for termination

The contracting authority may terminate the contract in the following circumstances:

- (a) if a change to the contractor's legal, financial, technical or organisational or ownership situation is likely to affect the performance of the contract substantially or calls into question the decision to award the contract;
- (b) if execution of the tasks has not actually commenced within three months of the date foreseen, and the new date proposed, if any, is considered unacceptable by the contracting authority, taking into account Article II.8.2;
- (c) if the contractor does not perform the contract as established in the tender specifications or fails to fulfil another substantial contractual obligation;
- (d) in the event of force majeure notified in accordance with Article II.11 or if the performance of the contract has been suspended by the contractor as a result of force majeure, notified in accordance with Article II.13, where either resuming performance is impossible or the modifications to the contract might call into question the decision awarding the contract or result in unequal treatment of tenderers;
- (e) if the contractor is declared bankrupt, is being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (f) if the contractor or any natural person with the power to represent it or take decisions on its behalf has been found guilty of professional misconduct proven by any means;
- (g) if the contractor is not in compliance with its 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 it is established or with those of the country of the applicable law of this contract or those of the country where the contract is to be performed;

- (h) if the contracting authority has evidence that the contractor or natural persons with the power to represent it or take decisions on its behalf have committed fraud, corruption, or are involved in a criminal organisation, money laundering or any other illegal activity detrimental to the Union's financial interests;
- (i) if the contracting authority has evidence that the contractor or natural persons with the power to represent it or take decisions on its behalf have committed substantial errors, irregularities or fraud in the award procedure or the performance of the contract, including in the event of submission of false information;
- (j) if the contractor is unable, through its own fault, to obtain any permit or licence required for performance of the contract.

II.14.2 Procedure for termination

When the contracting authority intends to terminate the contract it shall formally notify the contractor of its intention specifying the grounds thereof. The contracting authority shall invite the contractor to make any observations and, in the case of point (c) of Article II.14.1, to inform the contracting authority about the measures taken to continue the fulfilment of its contractual obligations, within 30 days from receipt of the notification.

If the contracting authority does not confirm acceptance of these observations by giving written approval within 30 days of receipt, the termination procedure shall proceed. In any case of termination the contracting authority shall formally notify the contractor about its decision to terminate the contract. In the cases referred to in points (a), (b), (c), (e), (g) and (j) of Article II.14.1 the formal notification shall specify the date on which the termination takes effect. In the cases referred to in points (d), (f), (h), and (i) of Article II.14.1 the termination shall take effect on the day following the date on which notification of termination is received by the contractor.

II.14.3 Effects of termination

In the event of termination, the contractor shall waive any claim for consequential damages, including any loss of anticipated profits for uncompleted work. On receipt of the notification of termination, the contractor shall take all the appropriate measures to minimise costs, prevent damages, and cancel or reduce its commitments. The contractor shall have 60 days from the date on which termination takes effect to draw up the documents required by the special conditions for the tasks already executed on the date of termination and produce an invoice if necessary. The contracting authority may recover any amounts paid under the contract.

The contracting authority may claim compensation for any damage suffered in the event of termination.

On termination the contracting authority may engage any other contractor to execute or complete the services. The contracting authority shall be entitled to claim from the contractor all extra costs incurred in this regard, without prejudice to any other rights or guarantees it may have under the contract.

Article II.15 – Reporting and payments

II.15.1 Date of payment

Payments shall be deemed to be effected on the date when they are debited to the contracting authority's account.

II.15.2 Currency

The contract shall be in euros.

Payments shall be executed in euros or in the local currency as provided for in Article I.5.

Conversion between the euro and another currency shall be made according to the daily euro exchange rate published in the *Official Journal of the European Union* or, failing that, at the monthly accounting exchange rate established by the European Commission and published on its website, applicable on the day on which the payment order is issued by the contracting authority.

II.15.3 Costs of transfer

The costs of the transfer shall be borne in the following way:

- (a) costs of dispatch charged by the bank of the contracting authority shall be borne by the contracting authority,
- (b) cost of receipt charged by the bank of the contractor shall be borne by the contractor,
- (c) costs for repeated transfer caused by one of the parties shall be borne by the party causing repetition of the transfer.

II.15.4 Invoices and Value Added Tax

Invoices shall contain the contractor's identification, the amount, the currency and the date, as well as the contract reference.

Invoices shall indicate the place of taxation of the contractor for value added tax (VAT) purposes and shall specify separately the amounts not including VAT and the amounts including VAT.

The contracting authority is, as a rule, exempt from all taxes and duties, including VAT, pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union.

The contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the supplies and services required for performance of the contract are exempt from taxes and duties, including VAT exemption.

II.15.5 Pre-financing and performance guarantees

Pre-financing guarantees shall remain in force until the pre-financing is cleared against interim payments or payment of the balance and, in case the latter takes the form of a debit note, three months after the debit note is notified to the contractor. The contracting authority shall release the guarantee within the following month.

Performance guarantees shall cover performance of the service in accordance with the terms set out in the tender specifications until its final acceptance by the contracting authority. The amount of a performance guarantee shall not exceed the total price of the contract. The guarantee shall provide that it remains in force until final acceptance. The contracting authority shall release the guarantee within a month following the date of final acceptance.

Where, in accordance with Article I.4, a financial guarantee is required for the payment of pre-financing, or as performance guarantee, it shall fulfill the following conditions:

- (a) the financial guarantee is provided by a bank or an approved financial institution or, at the request of the contractor and agreement by the contracting authority, by a third party;

(b) the guarantor stands as first-call guarantor and does not require the contracting authority to have recourse against the principal debtor (the contractor).

The cost of providing such guarantee shall be borne by the contractor.

II.15.6 Interim payments and payment of the balance

The contractor shall submit an invoice for interim payment upon delivery of intermediary results, accompanied by a progress report or any other documents, as provided for in Article I.4 or in the tender specifications.

The contractor shall submit an invoice for payment of the balance within 60 days following the end of the period referred to in Article I.2.3, accompanied by a final progress report or any other documents provided for in Article I.4 or in the tender specifications.

Upon receipt, the contracting authority shall pay the amount due as interim or final payment within the periods specified in Article I.4, provided the invoice and documents have been approved and without prejudice to Article II.15.7. Approval of the invoice and documents shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations and information they contain.

Payment of the balance may take the form of recovery.

II.15.7 Suspension of the time allowed for payment

The contracting authority may suspend the payment periods specified in Article I.4 at any time by notifying the contractor that its invoice cannot be processed, either because it does not comply with the provisions of the contract, or because the appropriate documents have not been produced.

The contracting authority shall inform the contractor in writing as soon as possible of any such suspension, giving the reasons for it.

Suspension shall take effect on the date the notification is sent by the contracting authority. The remaining payment period shall start to run again from the date on which the requested information or revised documents are received or the necessary further verification, including on-the-spot checks, is carried out. Where the suspension period exceeds two months, the contractor may request the contracting authority to justify the continued suspension.

Where the payment periods have been suspended following rejection of a document referred to in the first paragraph and the new document produced is also rejected, the contracting authority reserves the right to terminate the contract in accordance with Article II.14.1(c).

II.15.8. Interest on late payment

On expiry of the payment periods specified in Article I.4, and without prejudice to Article II.15.7, the contractor is entitled to interest on late payment at the rate applied by the European Central Bank for its main refinancing operations in Euros (the reference rate), plus eight points. The reference rate shall be the rate in force on the first day of the month in which the payment period ends, as published in the C series of the *Official Journal of the European Union*.

The suspension of the payment periods in accordance with Article II.15.7 may not be considered as a late payment.

Interest on late payment shall cover the period running from the day following the due date for payment up to and including the date of actual payment as defined in Article II.15.1.

However, when the calculated interest is lower than or equal to EUR 200, it shall be paid to the contractor only upon request submitted within two months of receiving late payment.

Article II.16 - Reimbursements

II.16.1 Where provided by the special conditions or by the tender specifications, the contracting authority shall reimburse the expenses which are directly connected with execution of the tasks on production of original supporting documents, including receipts and used tickets, or failing that, on production of copies or scanned originals, or on the basis of flat rates.

II.16.2 Travel and subsistence expenses shall be reimbursed, where appropriate, on the basis of the shortest itinerary and the minimum number of nights necessary for overnight stay at the destination.

II.16.3 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;

In addition, travel outside Union territory shall be reimbursed provided the contracting authority has given its prior written consent.

II.16.4 Subsistence expenses shall be reimbursed on the basis of a daily subsistence allowance as follows:

- (a) for journeys of less than 200 km for a return trip, no subsistence allowance shall be payable;
- (b) daily subsistence allowance shall be payable only on receipt of supporting documents proving that the person concerned was present at the destination;
- (c) daily subsistence allowance shall take the form of a flat-rate payment to cover all subsistence expenses, including meals, local transport which includes transport to and from the airport or station, insurance and sundries;
- (d) daily subsistence allowance shall be reimbursed at the flat rates specified in Article I.3;
- (e) accommodation shall be reimbursed on receipt of supporting documents proving the necessary overnight stay at the destination, up to the flat-rate ceilings specified in Article I.3.

II.16.5 The cost of shipment of equipment or unaccompanied luggage shall be reimbursed provided the contracting authority has given prior written authorisation.

II.16.6 Conversion between the euro and another currency shall be made as specified in Article II.15.2.

Article II.17 – Recovery

II.17.1 If an amount is to be recovered under the terms of the contract, the contractor shall repay the contracting authority the amount in question according to the terms and by the date specified in the debit note.

II.17.2 If the obligation to pay the amount due is not honoured by the date set by the contracting authority in the debit note, the amount due shall bear interest at the rate indicated in Article II.15.8. Interest on late payments shall cover the period from the day following the due date for payment, up to and including the date when the contracting authority receives the full payment of the amount owed.

Any partial payment shall first be entered against charges and interest on late payment and then against the principal amount.

II.17.3 If payment has not been made by the due date, the contracting authority may, after informing the contractor in writing, recover the amounts due by offsetting them against any amounts owed to the contractor by the Union or by the European Atomic Energy Community or by calling in the financial guarantee, where provided for in Article I.4.

Article II.18 – Checks and audits

II.18.1 The contracting authority and the European Anti-Fraud Office may check or have an audit on the performance of the contract. It may be carried out either directly by their own staff or by any other outside body authorised to do so on their behalf.

Such checks and audits may be initiated during the performance of the contract and during a period of five years which starts running from the date of the payment of the balance.

The audit procedure shall be deemed to be initiated on the date of receipt of the relevant letter sent by the contracting authority. Audits shall be carried out on a confidential basis.

II.18.2 The contractor shall keep all original documents stored on any appropriate medium, including digitised originals when they are authorised by national law and under the conditions laid down therein, for a period of five years which starts running from the date of payment of the balance.

II.18.3 The contractor shall allow the contracting authority's staff and outside personnel authorised by the contracting authority the appropriate right of access to sites and premises where the contract is performed and to all the information, including information in electronic format, needed in order to conduct such checks and audits. The contractor shall ensure that the information is readily available at the moment of the check or audit and, if so requested, that information be handed over in an appropriate form.

II.18.4 On the basis of the findings made during the audit, a provisional report shall be drawn up. It shall be sent to the contractor, which shall have 30 days following the date of receipt to submit observations. The final report shall be sent to the contractor within 60 days following the expiry of that deadline.

On the basis of the final audit findings, the contracting authority may recover all or part of the payments made and may take any other measure which it considers necessary.

II.18.5 By virtue of Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspection carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities and Regulation (EC) No 1073/1999 of the European Parliament and the Council of 25 May 1999 concerning investigation conducted by the European Anti-Fraud Office (OLAF), the OLAF may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by Union law for the protection of the financial interests of the Union against fraud and other irregularities. Where appropriate, the findings may lead to recovery by the contracting authority.

II.18.6 The Court of Auditors shall have the same rights as the contracting authority, notably right of access, for the purpose of checks and audits.

Annex A – Model statement of the contractor concerning rights to delivered results

I, *[insert name of the authorised representative of the contractor]* representing *[insert name of the contractor]*, party to the contract *[insert title and/or number of the contract]* warrants that the contractor holds all transferred rights to the delivered *[insert title and/or description of result]* which is/are free of any claims of third parties.

The above mentioned results were prepared by *[insert names of creators]*. The creators transferred all their relevant rights to the results to *[insert name of the entity that received rights from the creators]* *[through a contract of [insert date] [a relevant extract of which is] herewith attached.*

The creators *[received all their remuneration on [insert date]] [will receive all their remuneration as agreed within [complete] weeks from [delivery of this statement] [receipt of confirmation of acceptance of the work]. [The statement of the creators confirming payment is attached].*

Date, place, signature

Annex B – Model statement of creator / intermediary in delivery

of the *[title of the result]*
 within the Framework Contract No *[complete]*
 Specific Contract No *[complete]*
 concluded between the contracting authority and *[name of the contractors']*

I, [insert name of the authorised representative of the intermediary] representing [insert name of the intermediary] state that I am the right holder of: [identify the relevant parts of the result] [which I created] [for which I received rights from [insert name]].

I am aware of the above contract, especially Articles I.8 and II.10 and I confirm that I transferred all the relevant rights to [insert name].

I declare that [I received full remuneration.] [I agreed to receive remuneration by [insert date]].

[I also confirm that I do not oppose my name being recalled when the results are presented to the public and confirm that the results can be divulged.]¹²

Date, place, signature

Necessary for creators

ANNEX I

Invitation to Tender (No ENTR/257/PP/ENT/STA/13/1215 of [*complete*])

ANNEX II

Contractor's Tender (No [*complete*] of [*complete*])

ANNEX III

Daily subsistence allowance

ANNEX I: MISSION ALLOWANCES

DAILY SUBSISTENCE ALLOWANCES FOR COUNTRIES IN THE EUROPEAN UNION (Staff Regulations)

DESTINATION	Daily subsistence allowance in euros	Hotel ceiling in euros
Austria	95	130
Belgium	92	140
Bulgaria	58	169
Cyprus	93	145
Czech Republic	75	155
Denmark	120	150
Estonia	71	110
Finland	104	140
France	95	150
Germany	93	115
Greece	82	140
Hungary	72	150
Ireland	104	150
Italy	95	135
Latvia	66	145
Lithuania	68	115
Luxembourg	92	145
Malta	90	115
Netherlands	93	170
Poland	72	145
Portugal	84	120
Romania	52	170
Slovakia	80	125
Slovenia	70	110
Spain	87	125
Sweden	97	160
United Kingdom	101	175

EN

EN

DAILY SUBSISTENCE ALLOWANCES FOR COUNTRIES OUTSIDE THE EUROPEAN UNION

(Commission Decision of 24 January 2002)

DESTINATION	Daily subsistence allowance in euros	Hotel ceiling in euros
Afghanistan	50	75
Albania	50	160
Algeria	85	85
American Samoa	70	135
Andorra*	68.89	126.57
Angola	105	175
Anguilla	75	140
Antigua and Barbuda	85	140
Argentina	75	210
Armenia	70	210
Aruba	80	185
Australia	75	135
Azerbaijan	70	200
Bahamas	75	115
Bahrain	80	195
Bangladesh	50	140
Barbados	75	140
Belarus	90	135
Belize	50	135
Benin	50	100
Bermuda	70	140
Bhutan	50	130
Bolivia	50	100
Bonaire	90	185
Bosnia-Herzegovina	65	135
Botswana	50	135
Brazil	65	180
British Virgin Islands	75	140
Brunei	60	165

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DESTINATION	Daily subsistence allowance in euros	Hotel ceiling in euros
Burkina Faso	55	90
Burundi	50	115
Cambodia	50	115
Cameroon	55	105
Canada	65	165
Cape Verde	50	75
Cayman Islands	60	135
Central African Republic	60	80
Chad	65	145
Chile	70	175
China	55	155
Columbia	50	120
Comoros	50	85
Congo (Democratic Republic)	105	140
Congo (Republic)	70	115
Cooks Island	50	135
Costa Rica	50	140
Côte d'Ivoire	60	130
Croatia	60	120
Cuba	75	150
Djibouti	65	170
Dominica	75	140
Dominican Republic	60	170
East Timor	50	110
East Timor	50	110
Ecuador	50	140
Egypt	65	140
El Salvador	55	125
Equatorial Guinea	60	85
Eritrea	50	80
Ethiopia	50	145

EN

EN

DESTINATION	Daily subsistence allowance in euros	Hotel ceiling in euros
Federal Republic of Yugoslavia (Serbia and Montenegro)	80	140
Fiji	50	120
French Guyana	55	140
French Polynesia	60	135
Gabon	75	115
Gambia	50	120
Georgia	80	215
Ghana	70	140
Grenada	75	140
Guadeloupe	65	115
Guam	60	135
Guatemala	50	125
Guinea Bissau	50	90
Guyana	50	160
Haiti	65	125
Honduras	50	125
Hong Kong	60	205
Iceland	85	160
India	50	195
Indonesia	50	145
Iran	55	145
Iraq	60	85
Israel	105	210
Jamaica	60	170
Japan	130	275
Jordan	60	135
Kazakhstan	70	175
Kenya	60	165
Kiribati	60	145
Kuwait	85	195
Kyrgyzstan	75	180

EN

EN

DESTINATION	Daily subsistence allowance in euros	Hotel ceiling in euros
Laos	50	145
Lebanon	70	190
Lesotho	50	100
Liberia	85	150
Libya	50	175
Liechtenstein	80	95
Macao	55	95
Macedonia	50	160
Madagascar	50	105
Malaysia	50	160
Malawi	50	165
Maldives	50	135
Mali	60	95
Marshall Islands	50	135
Martinique	70	110
Mauritania	50	75
Mauritius	60	140
Mayotte	50	110
Mexico	70	185
Micronesia	55	135
Moldova	80	170
Monaco*	72.58	97.27
Mongolia	70	90
Montserrat	55	140
Morocco	75	130
Mozambique	60	140
Myanmar	50	75
Namibia	50	85
Nauru	50	135
Nepal	50	135
Netherlands Antilles	90	185

EN

EN

DESTINATION	Daily subsistence allowance in euros	Hotel ceiling in euros
New Caledonia	55	135
New Zealand	60	125
Nicaragua	50	135
Niger	50	75
Nigeria	50	185
Niue	50	135
North Korea (P.D.R)	50	180
Northern Marianas	70	135
Norway	80	140
Oman	70	135
Pakistan	50	130
Palau	50	135
Panama	50	160
Papua New Guinea	55	135
Paraguay	50	140
Peru	75	135
Philippines	60	150
Puerto Rico	65	140
Qatar	65	135
Republic of Guinea	50	135
Réunion	60	90
Russia	90	275
Rwanda	65	160
Saint Lucia	75	140
Saint Vincent and the Grenadines	75	190
Samoa	50	135
San Marino*	60.34	114.33
São Tomé and Príncipe	60	95
Saudi Arabia	85	195
Senegal	65	135
Seychelles	85	140

EN

EN

DESTINATION	Daily subsistence allowance in euros	Hotel ceiling in euros
Sierra Leone	55	135
Singapore	75	150
Solomon Islands	50	120
Somalia	50	125
South Africa	50	145
South Korea	100	200
Sri Lanka	50	105
St Kitts and Nevis	85	185
St Marteen	90	185
Sudan	55	215
Suriname	55	125
Swaziland	50	90
Switzerland	80	140
Syria	80	145
Taiwan	55	200
Tajikistan	75	110
Tanzania	50	200
Thailand	60	145
The Vatican*	60.34	114.33
Togo	60	95
Tokelau Islands	50	135
Tonga	50	105
Trinidad and Tobago	60	115
Tunisia	60	85
Turkey	55	165
Turkmenistan	80	150
Turks and Caicos Islands	55	135
Tuvalu	50	135
Uganda	55	180
Ukraine	80	190
United Arab Emirates	70	195

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4.1. Calculation

Daily subsistence allowances are calculated according to the length of the trip:

- six hours or less: 20% of the daily allowance and any transport costs on the basis of supporting documents, up to EUR 0.22/km if a private car is used or the first-class rail fare if the staff member travels by train;
- more than six hours but not more than twelve hours: half the daily allowance;
- more than twelve hours, but not more than twenty-four hours: the daily allowance;
- each successive 12-hour period: half the daily allowance.

The daily allowance rates are subject to periodic review.

The following give entitlement to daily allowances:

- rest days granted by the Commission under the rules on tiring journeys (see Section 3.4(2));
- days spent at the place of mission between meetings, where justified by the requirements of the mission and where cost-effective.

6.3. MODEL GUARANTEE

[MODEL] LETTER FOR PRE-FINANCING FIRST DEMAND GUARANTEE¹³

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

European Union
Represented by the European Commission
Directorate-General [...] – [Unit]
B – 1049 Belgium

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

ARTICLE 1 – DECLARATION ON GUARANTEE, AMOUNT AND PURPOSE

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

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

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

ARTICLE 2 – EXECUTION OF GUARANTEE

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

ARTICLE 3 – OBLIGATIONS OF THE GUARANTOR

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

¹³ The footnotes are internal instructions for the authorising officers only and must be deleted before the guarantee is signed. [Plain text]: items to be filled in. [*Text in italics*]: these items are optional and may be deleted depending on the context of the guarantee.

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

ARTICLE 4 – DATE OF ENTRY INTO FORCE

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

ARTICLE 5 – END DATE AND CONDITIONS OF RELEASE

1. We may be released from this guarantee only with the Commission's written consent.
2. This guarantee shall expire on return of this original document by the Commission to our offices by registered letter or by courier with acknowledgement of receipt.
3. [Option 1: *This must occur at the latest one month after the payment of the balance under the contract has been made or three months after the issuance of the corresponding recovery order.*¹⁴]

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

[Option 3: *This must occur in any case, at the latest, on (indicate a precise date*¹⁵*).*]
4. After expiry, this guarantee shall become automatically null and void and no claim relating thereto shall be receivable for any reason whatsoever.

ARTICLE 6 – APPLICABLE LAW AND COMPETENT JURISDICTION

Option 1

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

Option 2

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

ARTICLE 7 - ASSIGNMENT

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

¹⁴ In any case, this period should never be reduced.

¹⁵ This mention has to be inserted where the law applicable to the guarantee imposes a precise expiry date.

6.4. Financial and Economic Capacity Overview Form (Invitation to tender No ENTR/257/PP/ENT/STA/13/1215)

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

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

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

6.5. Subcontractor / Letter of Intent ENTR/257/PP/ENT/STA/13/1215

Standardisation of local augmentation systems for Galileo

The undersigned:

Name of the company/organisation:

Address:

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

Declares hereby accepting the general conditions attached to the tendering specifications for this call for tender, and in particular art. II.18 in relation with checks and audits.

Full name	Date	Signature
.....		

6.6. POWER OF ATTORNEY

POWER OF ATTORNEY – MODEL 1

Agreement / Power of Attorney

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

We the undersigned:

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

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

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

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

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

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

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

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

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

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

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

Signed in on

Name

Function

Company

Name

Function

Company

Name

Function

Company

Name

Function

Company

POWER OF ATTORNEY – MODEL 2

Agreement / Power of Attorney**(CREATING THE GROUP AS SEPARATE ENTITY, APPOINTING A GROUP
MANAGER AND GIVING A MANDATE TO HIM/HER)**

We the undersigned:

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

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

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

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

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

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

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

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

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

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

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

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

Signed in on

Name

Function

Company

Name

Function

Company

Name

Function

Company

Name

Function

Company

6.7. CHECKLIST OF DOCUMENTS TO BE SUBMITTED

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

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

Description	Section	Coordinat or or group leader in joint bid	All partners in joint bid	Single or Main contractor	Sub- contractor
Power of attorney of partners in joint bid indicating the group leader (see annex 6.6)	1		■		
Letter of intent of subcontractor (see annex 6.5)	1				■
Legal Entity Form (see section 4.2.1) Download the form from : http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm	1	■	■	■	■
Supporting documents for the Legal Entity File Form	1	■	■	■	
Financial Identification form (see section 4.2.1) Download the form from: http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm	1	■		■	
Exclusion Criteria form (see section 5.1.1 and annex 6.1)	2	■	■	■	■
Evidence of Economic and financial capacity (see section 5.2.2 and annex 6.4)	3	■	■	■	
Evidence of Technical and professional capacity (see section 5.2.3) Go to the following page to fill in the CV: http://europass.cedefop.europa.eu/europass/preview.action?locale_id=1	3	■	■	■	■

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

Description	Section	Coordinator or single tenderer
Technical Proposal (see section 4.2.4 and 1.)	4	■
Financial Proposal (see section 4.2.5)	5	■