



European GNSS Agency

Bank Services for the GSA

Reference: GSA-NP-13-12
Date: 5 December 2012
Issue: 1.0



Bank services for the GSA

Contents

1	GENERAL PRESENTATION OF THE EUROPEAN GNSS AGENCY (GSA)	3
2	SCOPE OF THE CONTRACTS	3
2.1	PURPOSE AND NATURE OF THE CONTRACTS	3
2.2	DIVISION INTO LOTS	4
2.3	ESTIMATED SCOPE OF THE WORK	4
2.4	SERVICE CONTRACTS STARTING DATE AND DURATION	5
2.5	LANGUAGE OF THE CONTRACTS	6
2.6	GENERAL TERMS	6
3	SERVICE REQUIREMENTS	7
4	ASSESSMENT AND AWARD OF THE CONTRACTS	11
4.1	EXCLUSION STAGE	11
4.2	SELECTION STAGE	11
4.2.1	LOT N.1 – BANK ACCOUNT IN EUR	12
4.2.2	LOT N.2 – BANK ACCOUNT IN CZK	12
4.3	AWARD STAGE	13
4.3.1	LOT N.1 BANK ACCOUNT IN EUR	13
	<i>Qualitative evaluation criteria (40 points)</i>	13
	<i>Quantitative evaluation criteria (60 points)</i>	14
	<i>Final evaluation</i>	15
4.3.2	LOT N.2 - BANK ACCOUNT IN CZK	16
	<i>Qualitative evaluation criteria (70 points)</i>	16
	<i>Quantitative evaluation criteria (30 points)</i>	16
	<i>Final evaluation</i>	17
5	FORM AND CONTENT OF THE TENDER	17
5.1	GENERAL	17
5.2	STRUCTURE OF THE TENDER	18
	<i>Technical and Financial proposal</i>	18
	<i>Administrative documents</i>	19
5.3	FURTHER INFORMATION	19
5.4	BID PREPARATION COSTS	20
5.5	INFORMATION FOR TENDERERS	20
6	NEGOTIATIONS:	21
7	ANNEXES TO THE INVITATION TO TENDER	21

Bank services for the GSA

1 GENERAL PRESENTATION OF THE EUROPEAN GNSS AGENCY (GSA)

Galileo is Europe's own global navigation satellite system, providing a highly accurate, guaranteed global positioning service under civilian control. It is inter-operable with the US GPS and the Russian GLONASS, the two other global satellite navigation systems.

EGNOS (European Geostationary Navigation Overlay Service) is essentially Europe's 'pre-GALILEO' system, its first concrete venture into satellite navigation. EGNOS providing augmentation signals based upon the GPS and GLONASS systems, re-transmitting them through geostationary satellites and a network of ground stations. This makes them suitable for safety critical applications such as flying aircraft or navigating ships through narrow channels.

As an official European Union agency, the European GNSS Agency (GSA) manages public interests related to European GNSS programmes. Its strategic objectives include the achievement of a fully operational Galileo system. This includes the laying of foundations for a fully sustainable and economically viable system and its security. Moreover, the Agency's key objective is to make Galileo not just a functioning system but also the world's leading satellite navigation system for civilian applications.

The GSA was established as a Community Agency on 12 July 2004, by Council Regulation (EC) 1321/2004, status amended in 2006 by Council Regulation (EC) No 1942/2006. The European Council took this important step because of what it saw as the strategic nature of European satellite positioning and navigation programmes, which include both EGNOS and Galileo, and the need to ensure that essential public interests in this field are adequately defended and represented. With Regulation (EU) No. 912/2010, which entered into force on 9 November 2010, the Regulation (EC) 1942/2004, was repealed and references to it are to be construed as references to Regulation (EU) No. 912/2010. Following recital 5 of Regulation (EU) No.912/2010 the GSA is no longer to be called European GNSS Supervisory Authority but European GNSS Agency. According to Article 25 of Regulation (EU) No. 912/2010 any measures adopted on the basis of Regulation (EC) 1942/2004 remain valid. Taking this into account, the GSA was restructured into the European GNSS Agency, ensuring the continuity of its activities.

2 SCOPE OF THE CONTRACTS

2.1 Purpose and nature of the contracts

This tender is aimed at the conclusion of two Service Contracts with maximum two SEPA compliant banks, located in the EU, where accounts in EUR and/or CZK will be opened by the European GNSS Agency (GSA) for execution of its payments.

The banks should also foresee to offer the possibility to open deposit accounts upon request to the GSA.

The banks selected by GSA will be expected to make payments in EUR, CZK and in other currencies.

Most of the EUR payments instructed by the GSA will be directed to beneficiaries holding an account within the EU, and will be SEPA compliant (credit transfer). However EUR payment instructions submitted by the GSA might occasionally be non-SEPA compliant.

Bank services for the GSA

The selected banks will also be expected to process other transactions if specifically requested by the GSA (e.g. short term deposits, foreign exchange transactions, and manual payments).

2.2 Division into Lots

Taking into account the different currencies and objectives of the accounts, the tender procedure is divided in 2 lots as follows:

- LOT N.1 – Bank account in EUR
- LOT N.2 – Bank account in CZK

Tenderers may bid for one or both Lots, but must make a separate offer for each Lot. Lots will be evaluated separately.

Provided it considers the conditions offered acceptable, the GSA will award the contract to the banks obtaining the highest score as a result of the evaluation.

2.3 Estimated scope of the work

On the basis of statistical figures and forecasts, the overall volume of payments instructed by the GSA sent to commercial banks for one year is estimated to be the following:

1. Payments in EUR
 - **Total estimated number of payments in EUR: 1500**
 - **Total related amount in EUR: 8 000 000 (eight million)**
2. Payments in CZK
 - **Total estimated number of payments in CZK: 1000**
 - **Total related amount in CZK: 125 000 000 (one hundred twenty five million)**
3. Payments in other currencies
 - **Total estimated number of payments in other currencies: 50**
 - **Total related amount in EUR: 350 000 (three hundred and fifty thousand)**
4. Average monthly balances
 - **Overall average monthly balance on the current account in EUR: 3 500 000 (three million five hundred thousand)**
 - **Overall average monthly balance on the deposit account in EUR: 2 500 000 (two million five hundred thousand)**
 - **Overall average monthly balance on the current account in CZK: 12 000 000 (twelve million)**
 - **Overall average monthly balance on the deposit account in CZK: 10 000 000 (ten million)**

For evaluation purposes only, the exchange rate between the EUR and CZK is considered to be 1 EUR = 25 CZK.

In addition, GSA receives earmarked funds in EUR for the execution of delegated tasks from the European Commission. Therefore, the balances, number of transactions and total related amount on the GSA's EUR account will vary. However, given the impossibility to forecast the nature and timing of these delegated tasks and the amount

Bank services for the GSA

of the related funding, they will not be taken into account for evaluation purposes. For illustration, the amounts received and spent for the last three years are as follows:

- 2009 – received 33 million euro/spent 61 million euro
- 2010 – received 7 million euro/spent 38 million euro
- 2011 – received 30 million euro/spent 13 million euro

The delegated funds to the GSA are expected to grow significantly in the coming years. However, the amounts for 2009, 2010 and 2011 are merely indicative and this information is presented without any commitment of any kind for future years.

As stated above, the GSA gives no undertakings as regards either the overall volume and breakdown of transactions or the balance that will be maintained on the dedicated bank account.

The GSA will transmit most of its payments instructions in EUR via SEPA credit transfers in XML. The format is a subset of UNIFI (ISO 20022) credit transfers defined by the European Payments Council in its 'SEPA credit transfer scheme customer-to-bank implementation guidelines'. All other transactions (non-SEPA payment instructions in EUR or payments instructions in other currencies, or transfers to other GSA accounts) will be instructed via SWIFT FIN messages (MT101, MT103, MT200 or MT202) (see also condition No 10).

Letter and cheque payments may only occur in exceptional circumstances.

2.4 Service contracts starting date and duration

The aim of this procurement is to award two Service Contracts to Contractor(s) for the provision of bank services described for the two Lots in present Tender Specifications.

The indicative timetable of this procurement procedure is as follows:

TIMETABLE	DATE	COMMENTS
Launch of tender	20/01/2013	All documents available at: http://www.gsa.europa.eu/gsa/procurement
Deadline for request of clarifications from GSA	27/01/2013	Requests to be sent in writing only to: tenders@gsa.europa.eu
Last date on which clarifications are issued by GSA	04/02/2013	All clarifications will be published at: http://www.gsa.europa.eu/gsa/procurement Tenderers are advised to check this webpage on a regular basis possible updates and/or clarifications

Bank services for the GSA

Deadline for submission of tenders	11/02/2013	According to conditions of submission set in Section 4 of these specifications
Completion of evaluation and award	28/02/2013	Estimated
First transfer of funds	March 2013	Estimated

When drawing up their tenders, Tenderers should bear in mind the Draft Service Contract (Annex V to the Invitation to tender).

The Service Contract shall enter into force on the date on which they are signed by the GSA.

The contracts will be concluded for 60 months.

2.5 Language of the contracts

The language of the execution of the contracts as well as of all communication and documentation in connection therewith shall be English.

2.6 General terms

- **The prices will remain unchanged for the whole duration of the contract/s and will not be subject to revision.**
- The prices shall be quoted in EUR and CZK accordingly;
- The processing costs referred to in this document are the charges and commissions billed to the GSA for each type of transaction and not the bank own internal processing costs. The price must be all-inclusive and expressed in EUR or CZK accordingly. However, the amount of VAT, if any, must be indicated separately (see also condition 5);
- In the interests of clear accounting, the receipts and expenditure structure proposed by the selected bank(s) must not incorporate any form of compensation between these two headings.

Bank services for the GSA

3 SERVICE REQUIREMENTS

The following conditions applicable to both Lots for execution of the contracts form an integral part of them and will have to be fully observed during the whole period of execution of the contracts. Failure to comply with any of these conditions may result in the termination of the contracts by the GSA in accordance with Articles II.15. of the service contracts.

CONDITION N°1. The establishment of the contractor where the bank account will be located shall meet the operating conditions imposed by the competent supervisory authorities of a Member State of the European Union and have all the authorisations necessary to execute the required services.

CONDITION N°2. The contractor shall undertake not to execute a payment that would tip a bank account into debit on the value date.

If the contractor is requested to make payments which would make the bank account go into debit, such payments must not be carried out and the contractor must contact the GSA immediately, for further instructions.

Subsequently, **NO debit interest will be accepted by the GSA.**

CONDITION N°3. The contractor shall process all GSA' payment instructions in EUR to beneficiary's accounts held within the SEPA area, as SEPA credit transfers unless, for any reason related to the GSA' instruction or to the payee's payment service provider, this will not be possible.

In the event that GSA's payment instructions containing all details required to be processed as SEPA credit transfer cannot be treated as such for any reason related to the payee's payment service provider, the contractor will ensure that these payments are executed via other channels than the SEPA clearing, provided that the payment details contained in the GSA's instructions are correct.

CONDITION N°4. The contractor shall undertake to observe the following conditions in respect of debit transactions:

- provided the payment instruction has been received before the cut-off time and condition n° 2 is respected, a value date given by the GSA has to be strictly respected by the contractor;
- any charges invoiced will be fixed and not depend on the amount of the transaction;

Bank services for the GSA

- the most favourable exchange rate for the GSA will be applied to all transactions in foreign currency involving an exchange operation and the same charges will be applied by the contractor as to an equivalent transaction in EUR;
- for all payments to other payment service providers, **the full amount, with no charges deducted, will be credited to the payee's payment service provider's account , without exception, within no more than one day of value;**
- **no charge will be debited and the value date will be compensated for transfers between GSA's own bank accounts.** "Compensated value date" means that the GSA's own bank account is debited, and the receiving GSA's own bank account is credited with the same value date;
- With the exception of "non-SEPA" payment instructions on which the GSA mentions "OUR" in the field 71A of the Swift MT103, no correspondent costs can be debited to the GSA;
- in case of executing a payment via an intermediary bank chosen by the contractor, the latter will be liable for the correct execution of the payment until the funds are available to the beneficiary's bank (or other payment service provider).

CONDITION N°5.The contractor shall undertake to observe the following conditions in respect of credit transactions:

- any charge invoiced will be fixed and not depend on the size of the transaction;
- the most favourable exchange rate for the GSA will be applied to all transactions in foreign currency involving an exchange operation and the same charges will be applied by the contractor as to an equivalent transaction in the currency of the bank account;
- **the contractor shall undertake to ensure that the value date for the GSA is the date when the funds are received**, provided the respective order has been received before the cut-off time.

CONDITION N°6. (for current and deposit accounts)

a) Remuneration of the account:

- **The contractor shall undertake to credit in one go on a quarterly basis the GSA' bank account with the interest of the quarter, with value date the last day of the quarter (31.03, 30.06, 30.09, 31.12);**
- The contractor shall remunerate all balances on all the days of the period (including in particular the 29.02 during leap years);
- The contractor shall apply the appropriate rate;
- The contractor shall maintain a constant spread throughout the duration of the contract;
- The contractor shall use the formula specified in Annex VI (Technical and Financial Tables of Answers) under "Remuneration - current account" and "Remuneration - deposit account" sections (Part 2 – Sections II.2.a and II.2.b) to determine the amount of the remuneration.

Bank services for the GSA

b) Interest statement:

- An interest statement shall be produced by the contractor at the end of each quarter (31.03, 30.06, 30.09, 31.12), whenever an account is closed, or on special request from the GSA, and sent to the GSA at the latest on the 10th of the following month.

c) Charges and commissions

The contractor shall undertake to debit in one go on a quarterly basis all charges and commissions related to the quarter, with value date the last day of each quarter (31.03, 30.06, 30.09, 31.12). The supporting calculation and statement must be sent by the contractor at the latest on the 15th day of the following month.

The contractor will send to the GSA by the above deadline and in duplicate a statement of charges indicating:

- the number of transactions of each type, consistently with pricing table in Annex VI - Technical and Financial Tables of Answers (Part 2 - *section II.1.b Technical and Financial Tables*)
- the unit cost of each type of transaction;
- their total cost;
- the date when the statement of charges was produced;
- details of any other charges.

IMPORTANT NOTE:

The bank year is based on 360 days.

According to the Protocol on privileges and immunities of the European Union, the GSA is exempt from all taxes and duties. However, if the contractor is required under the relevant tax legislation to pay VAT on the charges and commission it receives under the terms of the contracts, the amount should be clearly identified in the statement of charges.

CONDITION N°7. The contractor shall undertake to correct, at the GSA' request and at no charge, the value date for crediting the bank account of a beneficiary who is in its books or for crediting the bank account of a bank for which the contractor is correspondent bank, merely by making an identical correction to the date when the GSA' bank account is debited (the value date may be in the past).

If the contractor is requested to modify a value date which would tip the GSA' bank account into debit, such modification must not be carried out and your bank must immediately contact the GSA in order to ask for instructions.

Bank services for the GSA

CONDITION N°8. The establishment of the contractor where the bank account will be located must be able to receive, and to process without delay:

- payment instructions in XML format based on the European Payments Council "SEPA credit transfer scheme customer-to-bank implementation guidelines", sent by the GSA via SWIFNetFileAct;
- payment instructions (in particular MT103, MT101) sent by the GSA via SWIFNet FIN;
- instructions for transfers between accounts of the GSA (in particular MT200, MT202,) sent by the GSA via SWIFNet FIN.

The contractor must be able to handle any other future change by SWIFT concerning transmission of payment instructions (including mass payments) and bank statements, accordingly.

CONDITION N°9. When payments are executed, the number of characters available to inform payees holding a bank account with the contractor, or the payment service providers of other payees, of the reason for payment must be at least equal to the number of characters indicated by the contractor in Annex VI Technical and Financial Tables of Answers (Part 2 – Section I Qualitative criteria).

CONDITION N°10. The contractor must be able to provide to the GSA, on the day following each transaction on the account, a SWIFT MT940 statement showing:

- the **exact** Debit/Credit mark (according to the SWIFT codification) in subfield 3 of field 61;
- the **exact** transaction type identification code (according to the SWIFT codification) in subfield 6 of field 61;
- in the case of an individual payment, the reference of the payment as indicated by the GSA in subfield 7 of field 61;
- in field 86, for credit entries, the complete reference and information given by the remitter.

CONDITION N°11. The contractor shall submit, within a reasonable delay after submission of the request, a confirmation of account balances, loans, signatures and any open items, as of December 31 of each year, for the annual audit of accounts to the European Court of Auditors or at any other date to any other auditor named by the GSA. In each case, the contractor shall send a copy of the documents submitted to the auditors to the accounting officer of the GSA at the following address:

European GNSS Agency
Accounting Officer
Janovskeho Street 438/2

Bank services for the GSA

Prague 7 170 00

Czech Republic

If any, the price for such a confirmation should be stated in the Annex VI - Technical and Financial Tables of Answers (Part II – Section II).

CONDITION N°12. Finally, the contractor shall undertake not to invoice any charges and commissions other than those specified in the present tender specifications, even if those charges are levied by an intermediary bank or by the payee's payment service provider, except after prior explicit authorization by the GSA.

4 ASSESSMENT AND AWARD OF THE CONTRACTS

All admissible tenders will be assessed. The assessment of the Bids for each Lot is carried out separately in successive stages against the exclusion and selection criteria set out below:

- 1) **Exclusion stage-** to check, on the basis of the exclusion criteria, whether Tenderers can take part in the tendering procedure;
- 2) **Selection stage-** to check, on the basis of the selection criteria, (a) the technical and professional capacity and (b) the economic and financial capacity of each Tenderer.
- 3) **Award stage-** to assess, on the basis of the award criteria, each tender that has passed the exclusion and selection stages.

A single Service Contract per Lot will be concluded with the Tenderer ranked best as the result of the evaluation of admissible tenders.

4.1 Exclusion stage

Participation in this tender is only open to tenderers who will be able to sign the Declaration of Honour (Annex IV to this document). Failure to do so will lead to exclusion from the procurement process.

Tenders not fully providing the duly signed documents as requested may not be taken into consideration.

GSA reserves the right, however, to request any other document relating to the proposed tender for evaluation and verification purpose, within a delay fixed in its request.

4.2 Selection stage

To be eligible, the tenderers must have the technical and professional capacity (assessed through selection criteria) to perform the tasks required in this call for tender.

The *selection criteria* are a **binding constraint** which must be met in full by all tenderers. A tender will therefore take part in the evaluation **only** if the tenderer meets all the following criteria.

Bank services for the GSA

All the documents which are relevant to the criteria 1 - 2 - 3 -4 are mandatory and must be attached to the tender. Please refer to Annex VI Part I for more information.

4.2.1 LOT N.1 – Bank account in EUR

CRITERION 1:

The tenderer's short term credit rating must be, as a minimum, one of these 3 ratings: either P-2 (Moody's), or A-2 (S&P), or F2 (Fitch Ratings).

The tenderer, and thereafter the contractor, undertakes to immediately inform the European GNSS Agency of any modification to one of these ratings submitting the relevant documents (provided by the rating agencies).

CRITERION 2:

The establishment of the tenderer where the bank account would be located shall meet the operating conditions imposed by the competent supervisory authorities of a Member State of the European Union and have all the authorisations necessary to execute the required services in the country where the account will be located.

CRITERION 3:

The tenderer must be a "SEPA compliant" payment services provider. As such it must have formally adhered to the SEPA Credit Transfer Scheme at the time of the submission of the offer in reply to this call for tenders.

CRITERION 4:

The tenderer must have sufficient economic and financial capacity to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract.

4.2.2 LOT N.2 – Bank account in CZK

CRITERION 1:

The tenderer's short term credit rating must be, as a minimum, one of these 3 ratings: either P-2 (Moody's), or A-2 (S&P), or F2 (Fitch Ratings)

The tenderer, and thereafter the contractor, undertakes to immediately inform the European GNSS Agency of any modification to one of these ratings submitting the relevant documents (provided by the rating agencies).

CRITERION 2:

The establishment of the tenderer where the bank account would be located shall meet the operating conditions imposed by the competent supervisory authorities of a Member State of the European Union and have all the authorisations necessary to execute the required services in the country where the account will be located.

Bank services for the GSA

CRITERION 3:

The tenderer must be a "SEPA compliant" payment services provider. As such it must have formally adhered to the SEPA Credit Transfer Scheme at the time of the submission of the offer in reply to this call for tenders.

CRITERION 4:

The tenderer must have sufficient economic and financial capacity to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract.

CRITERION 5:

The tendering bank is located in the Czech Republic or has a branch/subsidiary located in the Czech Republic at which the bank account in CZK will be opened and maintained for the reasons of complying with the business continuity guidelines and preventing the high incoming transfer costs borne by staff members in connection with their remuneration and reimbursements being paid from a bank located outside the Czech Republic.

4.3 Award stage

To be assessed in the award stage, the Tenderer must have passed the exclusion and selection stages described in sections 4.1 and 4.2 above.

The Service Contracts will be awarded according to the criteria given below, on the basis of the economically most advantageous tenders. Tenders will be assessed separately for each Lot.

All the information which is relevant to the award criteria are mandatory and must be attached to the tender. Please refer to Annex VI Part II for more information.

4.3.1. LOT N.1 Bank account in EUR

Qualitative evaluation criteria (40 points)

The maximum score for *quality of the service* is **40 points** and is assessed on the basis of the following:

1. *quality of information transmitted - (maximum 10 points)*
 - ✓ *SEPA credit transfers*
 - a. *<140 characters - 0 points*
 - b. *>140 characters - 5 points*

Bank services for the GSA

- ✓ *Other payments*
 - a) *<140 characters – 0 points*
 - b) *>140 characters – 5 points*

- 2. *execution period for SEPA debits - (maximum 10 points)*
 - ✓ *same day –10 points*
 - ✓ *1 day – 5 points*
 - ✓ *2 days – 0 points*

- 3. *execution period for debits in other currencies - (maximum 10 points)*
 - ✓ *same day –10 points*
 - ✓ *1 day – 5 points*
 - ✓ *2 days – 0 points*

- 4. *exchange rates: what exchange rate for conversion of EUR to CZK will be offered to the GSA and how will this rate be determined? (maximum 10 points)*

Quantitative evaluation criteria (60 points)

After comparison of the various offers, the tenderer which offers the highest total income (less costs) obtains the maximum score of **60 points** divided as follows: maximum score of 40 points for current account and maximum score of 20 points for deposit account.

The income of the current account (less costs) is calculated *on the basis of the expected total result of the remuneration of the balances in the bank accounts less the costs for payments to beneficiaries and other related costs.*

The income of the deposit account is calculated *on the basis of the expected total result of the remuneration of the balance in the deposit account. Costs charged by the bank on the deposit account should equal zero.*

A proportional score will be obtained by each of the other tenderers, on the basis of the total net income resulting from their respective offers, according to this formula:

Income offered by the tenderer / Highest total income * 40

Example current account:

BANKS	Income current account(1)	Scoring (current account)	Total
B1	500	40	40
B2	400	$40 \times (400/500) = 32$	32
B3	350	$40 \times (350/500) = 28$	28

Bank services for the GSA

B4	300	$40 \times (300/500) = 24$	24
----	-----	----------------------------	----

Income offered by the tendering bank / Highest total income * 20

Example deposit account:

BANKS	Income deposit account(1)	Scoring (deposit account)	Total
B1	500	20	20
B2	400	$20 \times (400/500) = 16$	16
B3	350	$20 \times (350/500) = 14$	14
B4	300	$20 \times (300/500) = 12$	12

- (1) Remuneration offered by the bank is applied to the balance figures provided under point "Information about the estimated transactions – for evaluation purposes" in Annex VI Technical and Financial Tables of Answers (Part 2).
- (2) The tables in Annex VI Technical and Financial Tables of Answers (Part 2 – section I.B.1) provides for the costs charged by the bank for the transactions performed by the contracting parties on their current bank account. The number and amount of transactions are mentioned in the table "Information about the estimated transactions – for evaluation purposes" in Annex VI Technical and Financial Tables of Answers (Part 2). Costs charged by the bank on the deposit account should equal zero.

Final evaluation

Each tenderer will receive a final score which will be the sum of the points obtained in the qualitative part and in the quantitative part.

The Service Contract for the EUR account will be awarded to the Tenderer on the basis of the **highest Final Evaluation Score** in the final tender evaluation.

Please note that all information requested in the Annex VI - Technical and Financial Tables of Answers is compulsory. More specifically, tenders failing to submit all of the requested cost and remuneration information will be outright rejected from further evaluation. No article is to be omitted or added to the tables.

The quotes given are binding to the Tenderers and they will be considered as references for the Service Contract.

Bank services for the GSA

4.3.2. LOT N.2 - Bank account in CZK

Qualitative evaluation criteria (20 points)

The maximum score for *quality of the service* is **20 points** and is assessed on the basis of the following:

1. *quality of information transmitted - (maximum 10 points)*
 - ✓ *payments in CZK*
 - a) *<140 characters - 0 points*
 - b) *>140 characters - 10 points*

2. *execution period for debits in CZK - (maximum 10 points)*
 - ✓ *same day -10 points*
 - ✓ *1 day - 5 points*
 - ✓ *2 days - 0 points*

Quantitative evaluation criteria (80 points)

After comparison of the various offers, the tenderer which offers the highest total income (less costs) obtains the maximum score of **80 points** divided as follows: maximum score of 60 points for current account and maximum score of 20 points for deposit account.

The *income* of the current account (less costs) is calculated *on the basis of the expected total result of the remuneration of the balances in the bank accounts less the costs for payments to beneficiaries and other related costs.*

The *income* of the deposit account is calculated *on the basis of the expected total result of the remuneration of the balance in the deposit account. Costs charged by the bank on the deposit account should equal zero.*

A proportional score will be obtained by each of the other tenderers, on the basis of the total net income resulting from their respective offers, according to this formula:

Income offered by the tenderer / Highest total income * 60

Example current account:

BANKS	Income current account(1)	Scoring (current account)	Total
B1	500	60	60
B2	400	$60 \times (400/500) = 16$	48
B3	350	$60 \times (350/500) = 14$	42
B4	300	$60 \times (300/500) = 12$	36

Income offered by the tendering bank / Highest total income * 20

Bank services for the GSA

Example deposit account:

BANKS	Income deposit account(1)	Scoring (deposit account)	Total
B1	500	20	20
B2	400	$20 \times (400/500) = 8$	16
B3	350	$20 \times (350/500) = 7$	14
B4	300	$20 \times (300/500) = 6$	12

(1) Remuneration offered by the bank is applied to the balance figures provided under point "Information about the estimated transactions – for evaluation purposes" in Annex VI Technical and Financial Tables of Answers (Part 2).

(2) The tables in Annex VI Technical and Financial Tables of Answers (Part 2 – section II.B.1) provides for the costs charged by the bank for the transactions performed by the contracting parties on their current bank account. The number and amount of transactions are mentioned in the table "Information about the estimated transactions – for evaluation purposes" in Annex VI Technical and Financial Tables of Answers (Part 2). Costs charged by the bank on the deposit account should equal zero.

Final evaluation

Each tenderer will receive a final score which will be the sum of the points obtained in the qualitative part and in the quantitative part.

The Service Contract for the CZK account will be awarded to the Tenderer on the basis of the **highest Final Evaluation Score** in the final tender evaluation.

Please note that all information requested in the Annex VI - Technical and Financial Tables of Answers is compulsory. More specifically, tenders failing to submit all of the requested cost and remuneration information will be outright rejected from further evaluation. No article is to be omitted or added to the tables.

The quotes given are binding to the Tenderers and they will be considered as references for the Service Contract.

5 FORM AND CONTENT OF THE TENDER

5.1 General

Tenders must be submitted for each Lot separately.

The tender may be drafted in any of the official languages of the European Union. The working language of the GSA is English.

Bank services for the GSA

The bid must be accompanied by a **cover letter**, dated and signed by the Tenderer or by any other duly appointed representative, declaring acceptance of the conditions in this invitation to tender and the Tenderer's undertaking to provide the services proposed in the tender.

Tenders **MUST** be clear and concise, with continuous page numbering, and assembled in a coherent fashion (e.g. bound or stapled). Since Tenderers will be evaluated on the content of their submitted bids, they **MUST** make it clear that they are able to meet the requirements of the specifications.

Where appropriate, standard forms for tender submissions **MUST** be duly filled in and sent to the GSA.

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

5.2 Structure of the tender

Tenders must be presented in two parts as follows:

Technical and Financial proposal

This section is of great importance in the assessment of the tenders, the award of the Service Contract/s and the future execution of any resulting contract.

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

The Tenderers MUST:

1. **fill in Annex VI to the Invitation to Tender - Technical and Financial Tables of Answers for each Lot separately;**
2. **enclose all requested and/or necessary documents, including, but not limited to:**
 - a. **short term credit rating of the tenderer (original relevant document issued by the rating agency or a copy of it duly signed and certified);**
 - b. **original relevant document issued by the competent supervisory authority, demonstrating that the tenderer complies with selection criterion 2 (cf. point 4.2 above);**
 - c. **copy of the tenderer's SEPA Credit Transfer Adherence Agreement with the European Payments Council;**
 - d. **annual accounts for the last three years signed by the authorised representative of the tenderer.**

Bank services for the GSA

Administrative documents

The following original forms and documents have to be duly completed, dated, signed and returned with the submission of the tender:

1. Annex II: Identification of the Tenderer Form;

The Identification Form must be completed with the names of the authorised representative of the legal entity and the contact persons in relation to the submission of the tender and the management of the Service Contract.

2. Annex III: Financial and Legal Entity Forms;

The legal entity form **MUST** be completed by each Tenderer should be accompanied by requested supporting documents.

3. Annex IV: Exclusion Criteria Form;

Tenderers **MUST** submit the duly signed **Exclusion Criteria Form** under Annex IV to the Invitation to Tender.

4. Cover letter, dated and signed by the Tenderer or by any other duly appointed representative, declaring acceptance of the conditions in this invitation to tender and the Tenderer's undertaking to provide the services proposed in the tender;

5. Statement confirming the validity period of the tender.

Nota bene:

Banks, which already applied to tender No.GSA/NP/11/12 - 'Provision of Bank Services for the GSA' and submitted the required documents, do not have to send again the following documents:

- 1. short term credit rating of the tenderer (original relevant document issued by the rating agency or a copy of it duly signed and certified) unless there is a change in the circumstances**
- 2. original relevant document issued by the competent supervisory authority, demonstrating that the tenderer complies with selection criterion 2 (cf. point 4.2 above) unless there is a change in the circumstances**
- 3. copy of the tenderer's SEPA Credit Transfer Adherence Agreement with the European Payments Council unless there is a change in the circumstances**
- 4. annual accounts for the last three years signed by the authorised representative of the tenderer**

Bank services for the GSA

5.3 Further information

Contacts between the GSA and candidates are prohibited throughout the procedure save in exceptional circumstances and under the following conditions only:

Before the final date for submission of requests to participate:

- At the request of the candidate, the GSA may provide additional information solely for the purpose of clarifying the nature of the procurement procedure.
- Any requests for additional information must be made in writing only to tenders@gsa.europa.eu. The subject line of the e-mail has to quote the reference of the procurement procedure: GSA/NP/13/12 'Bank services'.
- Requests for additional information received after deadline specified in section 2.4 will not be processed (for practical reasons).
- The GSA may, on its own initiative, inform interested parties of any error, inaccuracy, omission or any other clerical error in the text of the call for tenders.
- Any additional information including that referred to above will be published in the form of "Clarification" on the freely accessible <http://www.gsa.europa.eu/gsa/procurement> website.
- Economic operators are invited to consult the above-mentioned procurement page of GSA on a daily basis. The name of the requesting party will not appear on the website.

After the opening of requests to participate:

- If, after the requests to participate have been opened, some clarification is required in connection with a request, or if obvious clerical errors in the submitted request must be corrected, the GSA may contact the candidate, although such contact may not lead to any alteration of the terms of the submitted request to participate.

5.4 Preparation costs of requests to participate

Costs incurred in preparing and submitting the request to participate are borne by the Tenderers and will not be reimbursed.

5.5 Information for Tenderers

The GSA will inform Tenderers of decisions reached concerning the award of the contract in due course, including the grounds for any decision.

If a written request is received, the GSA will inform all rejected Tenderers of the reasons for their rejection.

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

Bank services for the GSA

legitimate commercial interests of economic operators, public or private, or might prejudice fair competition between them.

6. **NEGOTIATIONS:**

Once the bid has been evaluated with respect to the exclusion, selection and award criteria stated in the Tender Specifications, the GSA may negotiate the bid to adapt it to the requirements set out in the specifications. Please note that the negotiations may cover both the technical and the financial aspects of the tender, but may not concern the minimum (compulsory) technical or administrative specifications outlined in the tender documents.

The negotiations shall be conducted formally in writing, more informally on the basis of an exchange of postal or electronic correspondence or orally. For reasons of transparency, evidence of each contact will be kept. These notes/records will be sent to the candidate, indicating a time limit for any addition or correction.

Once the negotiation phase is completed, the candidate(s) shall submit a modified offer if requested by the GSA, taking into account any amendment agreed upon by both parties, within a time limit specified by the GSA in its request. The final evaluation will then take place and the contract will be awarded to the candidate which offers the best quality price ratio, as described under point 10.3 above.

7. **ANNEXES TO THE INVITATION TO TENDER:**

- **Annex I: Tender Specifications (present document)**
- **Annex II: Identification of the Tenderer Form**
- **Annex III: Financial & Legal Entity Forms**
- **Annex IV: Exclusion Criteria Form**
- **Annex V: Draft Contract**
- **Annex VI: Technical and Financial Tables of Answers – Lots 1 and 2**