European
Global Navigation
Satellite Systems
Agency

ORIGINAL

Prague, 09-03-2015
GSA/2015/OED/208268

Subject: **Open procedure GSA/OP/05/15 - "Provision of Quality Management Services to the GSA"**

Official Journal: 2015/S 055-095507

Dear Sir/Madam,

1. The European GNSS Agency (hereinafter named as the GSA) is planning to award contracts under the above referenced public procurement procedure for two lots. Please find enclosed the related Tender Specifications per Lot (Annex I.1 and Annex I.2) listing all the documents that must be produced in order to submit a tender, and the Draft Contract (Annex II.1 and Annex II.2).

2. If you are interested in the contract for any of the two Lots of this procurement, you should submit a tender duly signed by your authorised representative, satisfying all the conditions of submission and presentation of tender described in detail in **section 4** of the Tender Specifications.

3. **Submission** of tenders must respect the deadline specified in **section 1.2** of the Tender Specifications.

4. Submission of a tender implies acceptance of all the terms and conditions set out in this Invitation to Tender, in the respective Tender Specifications and in the Draft Contract and, where appropriate, waiver of the tenderer's own general or specific terms and conditions. Submission of a tender is binding on the tenderer to whom the contract is awarded for the duration of the contract.

5. The period of validity of the tender, during which tenderers may not modify the terms of their tenders in any respect, is nine (9) months from the final date for submission.

6. Contacts between the contracting authority and tenderers are prohibited throughout the

European GNSS Agency
Tel: +420 234 766 000
tenders@gsa.europa.eu
www.gsa.europa.eu

Headquarters
Janovskeho 438/2
17000 Prague 7
Holesovice, Czech Republic

procedure save in exceptional circumstances and under the conditions described in **section 4.9** of the Tender Specifications.

7. This invitation to tender is in no way binding on the GSA. The GSA's contractual obligation commences only upon signature of a 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. This decision must be substantiated and the tenderers notified.

Yours sincerely,

Carlo des Dorides
Executive Director

Enc.:

Annex I.1 and I.2-Tender Specifications with their respective annexes 1 or 2 (1/2):

- Annex I.A.1/2 – Identification Sheet of the Tenderer - TEMPLATE
- Annex I.B.1/2 – Legal Entity Form - TEMPLATE
- Annex I.C.1/2 – Financial Identification Form - TEMPLATE
- Annex I.D.1/2 – Declaration of Honour relating to the Exclusion Stage - TEMPLATE
- Annex I.E.1/2 – Financial and Economic Capacity Table of Answers relating to the Selection Stage - TEMPLATE
- Annex I.F.1/2 – Financial Table of Answers relating to the Award Stage
- Annex I.G.1/2 – Subcontractor Letter of Intent

Annex II.1 and II.2 - Draft Framework Service Contract with its annexes 1 or 2 (1/2)

- Annex II.1/2.III – Non-Disclosure Agreement
- Annex II.1/2.IV – EC Guide to Missions (applicable to the GSA)
- Annex II.1/2.V – List of Pre-Existing Rights (Background Intellectual Property Rights) – TEMPLATE
- Annex II.1/2.VI – Declaration for Foreground Intellectual Property Rights – TEMPLATE
- Annex II.1/2.VII – Declaration on confidentiality and absence of conflict of interest – TEMPLATE
- Annex II. 1/2.VIII – Draft Specific Contract – TEMPLATE (part of Annex II)