

***INVITATION TO TENDER FOR A SPECIFIC CONTRACT
IN THE FRAMEWORK CONTRACT N° GSA/OP/07/13
FOR THE "PROVISION OF TECHNICAL ASSISTANCE
IN THE GNSS MARKET TECHNOLOGY MONITORING,
STAKEHOLDERS' MARKETING
AND ECONOMIC MODELLING AND FORECASTING"***

REQUEST FOR SERVICE n° XXX:

Dear Sir/Madam,

Subject: REQUEST FOR SERVICE n° XXX:

- **Invitation to tender for the provision of technical assistance in the GNSS market technology monitoring, stakeholders' marketing and economic modeling and forecasting under framework contract GSA/OP/07/13.**
- **Reopening of competition done by electronic means between the XXX contractors awarded in the framework contract.**

1. The European GNSS Agency is planning to award the specific contract referred to above.
 2. If you are interested in this contract, you should submit a tender in English.
 3. FWC Contractors shall submit tenders by electronic mail not later than DD/MM/YYYY to [insert dedicated secured functional mailbox] with the reference number of the present request for services.
 4. The statement of work (SoW) for this specific contract and the draft specific contract are enclosed with this invitation to tender. In addition to the requirements specified in the Framework Contract the statement of work indicates all the documents that must be produced in order to submit a tender.
 5. Tenders must be:
 - signed by the FWC Contractor or his duly authorised representative and scanned;
 - perfectly legible so that there can be no doubt as to words and figures;
 6. If a FWC Contractor identifies at this stage a conflict of interests, he must inform the GSA and not submit an offer for this specific contract.
 7. Period of validity of the tender, during which the tenderer may not modify the terms of his tender in any respect: 6 months from the final date for submission.
 8. Submission of a tender implies acceptance of all the terms and conditions specified in this invitation to tender, in the statement of work and in the draft specific contract and, where appropriate, waiver of the tenderer's own terms of business. It is binding on the FWC Contractor to whom the contract is awarded for the duration of the contract.
 9. Throughout the procedure, contact between the contracting authority and tenderers will be authorised in exceptional circumstances only and under the following conditions only:
 - **Before the final date for submission of tenders:**
- * In reply to a request from a tenderer, the GSA may provide additional information, which will be strictly limited to explaining the provisions of Statement of Work.

Any requests for additional information must be made in writing only to the functional mailbox [**Mailbox where additional information can be asked**].

Requests for additional information received less than five working days before the closing date for submission of tenders will not be processed.



- * The Agency may, on its own initiative, inform interested parties of any error, inaccuracy, omission or other clerical error in the text of the call for tenders.
 - **After the opening of tenders**
 - * If clarification is requested or if obvious clerical errors in the tender need to be corrected, the contracting authority may contact the FWC Contractor concerned provided the terms of the tender are not modified as a result.
10. This invitation to tender is in no way binding on the GSA. The Agency's contractual obligation commences only upon signature of the specific contract with the successful FWC Contractor.
 11. Until such time as the contract is signed, the contracting authority may either abandon or cancel the reopening of competition procedure, without the FWC Contractors being entitled to claim any compensation. This decision must be substantiated and the FWC Contractors notified.
 12. Once the Agency has opened the tender, the document shall become the property of the Agency and it shall be treated confidentially.
 13. You will be informed by electronic means whether or not your tender has been accepted.
 14. If processing your reply to the invitation to tender will involve 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 Union institutions and bodies and on the free movement of such data. Unless indicated otherwise, your replies to the questions and any personal data requested are required to evaluate your tender in accordance with the specifications of the invitation to tender and will be processed solely for that purpose by the GSA. Details concerning the processing of your personal data are available on the privacy statement at:
http://ec.europa.eu/dataprotectionofficer/privacystatement_publicprocurement_en.pdf.
 15. Your personal data may be registered by the Commission Accounting Officer either in the Early Warning System (EWS) only or in both the EWS and the Central Exclusion Database, should you be in one of the situations mentioned in:
 - Commission Decision 2008/969 of 16 December 2008 on the Early Warning System (for more information see the Privacy Statement on http://ec.europa.eu/budget/info_contract/legal_entities_en.htm), or
 - Commission Regulation No 2008/1302 of 17 December 2008 on the Central Exclusion Database (for more information see the Privacy Statement on http://ec.europa.eu/budget/library/contracts_grants/info_contracts/privacy_statement_en.pdf)

Date and signature,

Name of the authorising officer who will award the specific contract



Reopening of competition

[to be modified / completed in accordance with specific requirements]

STATEMENT OF WORK

Specific Contract No. XX

implementing Framework Service Contract GSA/OP/07/13

"Provision of technical assistance in the GNSS market technology monitoring, stakeholders' marketing and economic modelling and forecasting"

I. OVERVIEW

[complete]

II. DESCRIPTION OF TASKS

II.1 Work Package 1 – [Title]

II.1.1 Objectives [complete]

II.1.2 Context [complete]

II.1.3 Description [complete]

Within the Work Package the following tasks shall be implemented:

Desired outcome:

Duration:

Place of performance:

II.1.4 Deliverables schedule

Reference	Title	Delivery Date
D1-01	...	To + xm
D1-02	...	To +



II.2. Work Package 2 – [Title]

II.2.1 Objectives [complete]

II.2.2 Context [complete]

II.2.3 Description [complete]

Within the Work Package the following tasks shall be implemented:

Desired outcome:

Duration:

Place of performance:

II.2.4 Deliverables schedule [complete]

Reference	Title	Delivery Date
D2-01	To+
D2-02	...	
D2-03	...	
D2-04	...	

III. MEETINGS [to be modified / completed in accordance with specific requirements]

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

Project Milestone	Review	Venue	Objective	Schedule
Kick-Off Meeting	KOM		Authorization of the start of specific contract activities by GSA; Clarify and settle open points and details of the activities to be performed.	To + Xm
Mid-Term Review	MTR		Review and acceptance of specific contract progress and	To +



			deliverables. Interim reports WP1 and WP2 interim reports to be provided.	
Project meetings 1,2,3	PM 1,2,3	Teleconference	Review and acceptance of specific contract progress deliverables	To +
Final review meeting	FR		Review and acceptance of specific contract final deliverables	To+

IV. FORMAT OF DELIVERABLES¹

[to be modified / completed in accordance with specific requirements]

Reports

The deliverables are to be presented as structured Word documents-**reports** (PowerPoint presentations can be used after approval). An executive summary of maximum 2 pages, summarising the main findings of respective deliverable, shall also be provided. The recommendation is to limit the number of pages for each deliverable, producing short and comprehensive documents, focusing on the quality of the content and data provided.

Other specific actions

Apart from reports other specific actions can comprise activities such as participation or support at meetings and seminars.

Acceptance of deliverables

The GSA shall have 30 working days from receipt to approve or reject the deliverables. Within 10 days of receiving the GSA's comments or request for clarification, the contractor will submit additional information or another report.

Obligation to update

Because the tasks are strictly interrelated, the contractor is required to keep the intermediary deliverables updated during all the specific contract implementation and to issue an up-to-date final version of all deliverables at the end of the specific contract.

V. CONTENT OF THE OFFER

The Contractor shall provide in its offer:

- the methodology and overall approach he is intend to use;

¹ Reminder: GSA may publish the results produces within the framework contract. For this purpose, the Contractor must ensure that the background IPR used is free of restrictions based on confidentiality and/or intellectual property rights of third parties.



- the tools to be used;
- the proposed outputs in accordance with the list of deliverables;
- the expected minimum quality and quantity of outputs that his able to commit to provide to the GSA within suggested elapsed periods of time;
- the expected maximum quantity and quality of resources/cost sized into the maximum available budget allocated to this specific contract (including team composition and justification);
- any additional assumption.

The exact expected effort that is required in the execution of WP1, WP2.... shall be provided as follows:

Work package	Staff input / travel expenses / other cost	Applied unit price	Number of days	Travel expenses	Other expenses	Total
WP 1:						
WP 2:						
TOTAL						

VI. CONFLICT OF INTEREST

[to be modified / completed in accordance with specific requirements]

In case of discovery of a conflict of interest during the evaluation or the implementation of the specific contract, due to the declaration of the tenderer that there are no conflicts of interest provided in the reopening of competition, the situation will be considered as fake declaration. Article 107(1)(b) of the Financial Regulation states: "b) are guilty of misrepresenting the information required by the contracting authority as a condition of participation in the procurement procedure or fail to supply that information"

In this case, Article 109 of the Financial Regulation will be applied: (Articles 142 and 145 of the Rules of Application):

1. The contracting authority may impose administrative and/or financial penalties on the following:
 - a) contractors, candidates, or tenderers in the cases referred to in point (b) of Article 107(1);
 - b) contractors who have been declared to be in serious breach of their obligations under contracts covered by the budget.

In all cases, however, the contracting authority must first give the person concerned an opportunity to present his or her observations.

2. The penalties referred to in paragraph 1 shall be proportionate to the importance of the contract and the seriousness of the misconduct, and may consist of:
 - a) the exclusion of the candidate or tenderer or contractor concerned from the contracts and grants financed by the budget, for a maximum period of ten years; and/or



- b) the payment of financial penalties by the candidate or tenderer or contractor up to the value of the contract.

The Contractor must take into account the following identified potential conflicts of interest in the development of their proposal and shall clearly propose measures to avoid conflicts or the appearance of conflicts to the satisfaction of the GSA.

Work Package	Title	Measures neutralising potential conflict of interest
WP1		
WP2		

VII. NON-DISCLOSURE AGREEMENT

[specify if Non-Disclosure agreement will apply to this specific request or indicated "no applicable"]

VIII. FINANCIAL ASPECTS

The maximum GSA's budget for this specific contract is **XXX euros**.

Payments and approval of payments shall be made in accordance with Articles I.3, I.4, II.15, II.17 and II.18 of the Framework Service Contract.

Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted.

Payment plan:

One interim payment at To+Xm and upon GSA's acceptance of XXX : **up to XXX of the price of the specific contract** (according to the offer);

Final payment at the end of the project and upon acceptance by GSA of all deliverables (art. I.4.3 of the framework contract): the remaining of the price of specific contract (according to the offer).

IX. GSA CONTACTS

Project officer (technical aspects):

Contract officer (administrative aspects):

X. LIST OF BACKGROUND DOCUMENTS

[complete]



XI. AWARD OF THE SPECIFIC CONTRACT

Qualitative evaluation

For qualitative evaluation criteria please refer to section 9.5 of the FWC tender specifications. Tenders which do not obtain at least 60% of the maximum score for each award criterion and subcriterion and at least 70% of the overall score for all the criteria will not be admitted to the next stage of the evaluation procedure.

Financial evaluation

The price used to determine the tender which offers the best value for money will be the total price proposed by the tenderer.

Award of the specific contract

The contract will be awarded to the economically most advantageous tender. The tenderers will be ranked with the following formula:

Score for tender X = (cheapest price / price of tender X) * total quality score tender X



ANNEXES TO THE STATEMENT OF WORK



SPECIFIC CONTRACT No [complete]

implementing Framework contract No **GSA/OP/07/13**

The European Union (hereinafter referred to as "the Union"), represented by the European GNSS Agency (hereinafter referred to as "the contracting authority"), represented for the purposes of the signature of this specific contract by [*forename, surname, function, department*]²,

on the one part,

and

[*full official name*]

[*official legal form*]³

[*statutory registration number*]⁴

[*full official address*]

[*VAT registration number*]

(hereinafter referred to as "the contractor"), [represented for the purposes of the signature of this specific 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 specific contract.]

on the other part,

² The signatory must be an authorising officer (by delegation or subdelegation) designated in accordance with Note No 60008 of 22 February 2001 "Mise en place de la Charte des ordonnateurs".

³ Delete if contractor is a natural person or a body governed by public law.

⁴ 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

Article III.1: Subject matter

- III.1.1** This specific contract implements Framework Contract (FWC) No [complete] signed by the contracting authority and the contractor on [complete date].
- III.1.2** The subject matter of this specific contract is [short description of subject]. [This specific contract relates to lot [complete] of the FWC.]
- III.1.3** The contractor undertakes, in accordance with the terms set out in the FWC and in this specific contract and the annex[es] thereto, which form an integral part thereof, to perform the [following tasks:] [tasks specified in Annex [complete].]

Article III.2: Entry into force and duration

- III.2.1** This specific contract shall enter into force [on the date on which it is signed by the last party] [on [insert date] if it has already been signed by both parties].
- III.2.2** The duration of the execution of the tasks shall not exceed [complete] [days][months]. Execution of the tasks shall start from [the date of entry into force of this specific contract] [insert date].
- The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

Article III.3: Price

- III.3.1** The maximum total price to be paid under this specific contract shall be EUR [amount in figures and in words] covering all tasks executed.

Article III.4: Performance guarantee

[Not applicable]

Article III.5: Exploitation of the results

[Not applicable]

[Insert details on the intended use of results linked to the specific request for service supplementing or replacing clause I.8 of the special conditions]



Annexes: Statement of work

Contractor's specific tender (No [complete]⁵ of [insert date])

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.

ANNEXES TO THE SPECIFIC CONTRACT:

ANNEX I: STATEMENT OF WORK

ANNEX II: TECHNICAL OFFER

Annex III: FINANCIAL OFFER

ANNEX IV: DECLARATION THAT THERE ARE NO CONFLICT OF INTEREST

⁵ Number to be inserted in case of competitive multiple framework contract.



ANNEX IV

DECLARATION THAT THERE ARE NO CONFLICTS OF INTEREST

LETTER HEAD

Date...

SUBJECT: DECLARATION THAT THERE ARE NO CONFLICTS OF INTEREST

Reference: Specific contract No XXX for the provision of technical assistance in the GNSS market technology monitoring, stakeholders' marketing and economic modeling and forecasting GSA/OP/07/13.

I the undersigned... [representative of *name in full of the tenderer*] tenderer in the aforementioned contract hereby confirm:

- that on the date of submission of the tender, the [organisation] [consortium] that I represent and the staff proposed for this tender are not subject to a conflict of interest in the context of this specific contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties, or any other relevant connection or shared interest;
- that I will inform the European GNSS Agency, without delay, of any situation constituting a conflict of interest or which could give rise to a conflict of interest;
- that the [organisation] [consortium] that I represent and the staff proposed have not made, and undertake not to make, any offer, of any type whatsoever, from which an advantage could be derived in connection with this contract;
- that the [organisation] [consortium] that I represent and the staff proposed have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept, any advantage, financial or in kind, 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 the performance of the contract;
- that I am aware that the European GNSS Agency reserves the right to check this information, and I realise the possible consequences that may arise from any false declaration in providing the information required by the authorising department in order to participate in the specific contract.

Full name and signature:

Date: