

Annex to the invitation to tender

TENDER SPECIFICATIONS
ATTACHED TO THE INVITATION TO TENDER

Invitation to tender No. GSA/OP/05/07

for the provision of support

to the European GNSS Supervisory Authority

in the definition of elements of the European GNSS strategy

and implementation plan

GSA Tender Specifications

INVITATION TO TENDER FOR A FRAMEWORK CONTRACT FOR THE PROVISION OF SUPPORT TO GSA IN THE DEFINITION OF ELEMENTS OF THE EUROPEAN GNSS STRATEGY AND IMPLEMENTATION PLAN

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I. SPECIFICATIONS

I.1. Introduction

Galileo will be the first satellite positioning and navigation system providing commercial services for civil use. The fully deployed Galileo system will consist of 30 satellites, positioned in three circular Medium Earth Orbit (MEO) planes and will be interoperable with U.S. GPS for "open signal" applications.

Galileo is the largest industrial project ever organised on an EU scale, the first public-private partnership (PPP) established by the EU, the first public infrastructure owned by an EU institution.

EGNOS (European Geostationary Navigation Overlay Service) is an augmentation system for satellite-based navigation consisting of three geostationary satellites and a network of ground stations. It augments the accuracy and reliability of the two satellite navigation systems now operating, i.e. US GPS and Russian GLONASS. EGNOS will be the first European Global Navigation Satellite System (GNSS) to provide service to users, as it will become operational in 2008.

The European GNSS Supervisory Authority (GSA) is the authority formed by the European Union to manage the public interests relating to, and to be the regulatory authority for the European GNSS programmes.

I.2. Purpose of the Framework Service Contract

The general aim of the contract is for the provision of specialised support in view of the development and implementation of the GSA strategic framework for the management of the European GNSS programmes.

To this end, the contractor will be requested to provide his support by means of specific studies, ad-hoc presentations of studies/reports as well as on-site support.

I.2.1. Specific studies:

The contractor will initially be requested to provide specific studies referred to under point 1.4 below.

I.2.2. Ad-hoc presentations of studies/reports:

In addition to the above mentioned studies, and upon express request by GSA, the contractor may be requested to provide the GSA with ad-hoc specific presentations of studies/reports.

I.2.3. On-site support:

Upon GSA request, the contractor may be requested to provide specialised support within the GSA premises or other premises agreed upon, normally through the participation in internal meetings or meetings with third-parties.



1.3. List of Acronyms

DI	Deliverable Item
EC	European Commission
EGNOS	European Geostationary Navigation Overlay Service
ESA	European Space Agency
GNSS	Global Navigation Satellite System
GPS	Global Positioning System
GSA	European GNSS Supervisory Authority
KOM	Kick-Off Meeting
PPP	Public Private Partnership
TBC	To Be Confirmed
TBD	To Be Defined
T ₀	Start of project activities

1.4. Scope of the Work

Whilst, as mentioned under point 1.2 above, the contractor may be requested to deliver additional services than those requested below, the contractor will initially provide the GSA with the following deliverables under Tasks 1, 2 and 3 within the set timeframe.

Tasks 1 to 3: Studies on GNSS strategy and implementation thereof

- Task 1: Diagnostic of the European GNSS industry
- Task 2: Study on GNSS Strategy
- Task 3: Study on implementation aspects of the GNSS identified strategy

Task 4: Additional insight in Strategy-related aspects

Note that whilst tasks 1, 2 and 3 will be ordered through a single specific contract, to be signed directly after the signature of the framework contract, task 4 will be ordered through specific contract(s) at a later stage and on the basis of the outcome delivered under tasks 1 to 3.

1.4.1. TASK 1 – Diagnostic of the European GNSS industry

1.4.1.1. General description of the task

- Delivery 1: "To Know the Market and the Competitors"
The contractor will map GNSS value chain from upstream Signal in Space to downstream applications and end-users. For each part of the value chain the contractor will evaluate market size, growth (past and future), profitability, public utility and industry structure. The contractor will also identify and analyse the competitors to the European GNSS. This part of the task will be executed in close collaboration with the GSA given that analyses will have been conducted on this subject internally.
- Delivery 2: "To Map the European GNSS industry organisation and to Know its main Stakeholders"
The contractor will be requested to analyse the roles and expectations of the main stakeholders of the European GNSS. Furthermore, the contractor will analyse in detail the structure of the European Satellite industry and key downstream industries related to Global Navigation Satellite Systems.



- Delivery 3: "To assess Opportunities"
The contractor will be requested to assess the benefits engendered by the launch of a European GNSS for GNSS users (including mass market, professional users or government) and the GNSS suppliers (including all the segments of the value chain).
Public utility is also a key element since the GNSS can generate important social benefits which can contribute to the return on investment, in addition to revenue internalised into the concession business plan. The contractor will have to evaluate the benefits generated by the non commercial services, and the other externalities of the systems such as new jobs and industry competitive position.
- Delivery 4: "To assess Risks"
Given the extremely innovative nature of the GNSS programs, different types of risk must be assessed and, for each type of risk, a specific hedging strategy will be defined.

1.4.1.2. Project Planning and deliverables

The task should respect the following planning:

- Specific contract (T_0): shortly after the signature of the framework contract, GSA and the contractor will sign the specific contract related to tasks 1 to 3.
- Kick-off meeting: within one week of the signature of the specific contract and at the initiative of GSA. The kick-off meeting will be held at GSA premises in order to discuss the study methodology to be used by the contractor, as well as to settle all the details of the study work, reports, review meetings, detailed time schedule, research, team for every field of work, etc.
- Steering Committee meetings: bi-weekly meetings between the contractor and the GSA should be set-up to discuss the following elements:
 - a) Preliminary results of the subjects described in point 1.4.1.1
 - b) Problems encountered, solutions found or proposed, and impact on work planning.
- Final presentation: 6 weeks after T_0 .
The contractor will present to the GSA its draft final report for discussion and provide:
 - a) The full results of the subjects described in point 1.4.1.1.
 - b) All research data that supports the conclusion of the report.
- Final report: 7 weeks after T_0 .
The contractor shall deliver three paper copies of the final report and annexes, and an electronic copy with all relevant data, including the presentation.
GSA shall have two weeks from receipt to review the report and documents, and request the contractor for changes and clarification.

Additional meetings will be agreed between the contracting parties, as deemed necessary.

The GSA may request that a higher priority shall be given to the work corresponding to specific deliveries, and to have earlier access to preliminary results in a simplified form.



1.4.2. TASK 2 – Study on European GNSS Strategy

1.4.2.1. Description

The European GNSS Strategy report will clarify:

- the GNSS objectives,
- the main challenges for the GNSS,
- the strategy to achieve these objectives.

In this task the contractor will be requested to identify the current or potential levers, which could be used to achieve the objectives (e.g., systems, GOC, governmental policies or R&D funding). The impact and the efficiency of each lever will have to be evaluated.

1.4.2.2. Project Planning

The task should respect the following planning:

- Kick-off meeting: no later than 6 weeks after T_0 .
The kick-off meeting will be held at GSA premises in order to discuss the study methodology to be used by the contractor, as well as to settle all the details of the study work, reports, review meetings, detailed time schedule, research, team for every field of work, etc.
- Steering Committee meetings: bi-weekly meetings between the contractor and the GSA should be set-up to discuss the following elements:
 - a) Preliminary results of the subjects described in point 1.4.2.1
 - b) Problems encountered, solutions found or proposed, and impact on work planning.
- Final presentation: 12 weeks after T_0 .
The contractor will present to the GSA its draft final report for discussion and provide:
 - a) The full results of the subjects described in point 1.4.2.1.
 - b) All research data that supports the conclusion of the report.
- Final report: 13 weeks after T_0 .
The contractor shall deliver three paper copies of the final report and annexes, and an electronic copy with all relevant data, including the presentation.
GSA shall have two weeks from receipt to review the report and documents, and request the contractor for changes and clarification.

Additional meetings will be agreed between the contracting parties, as deemed necessary.

1.4.3. TASK 3 – Study on Implementing Aspects

1.4.3.1. Description

Based on the results of task 2, i.e.:

- the specifications of the European GNSS strategy,
- the definition of the main objectives of this strategy
- the key levers identified to achieve these objectives,

the contractor will be requested to propose an implementation plan.



The implementation analysis will address the organisational structure, the work programme, the relevant policies and the management tools required to achieve the European GNSS strategy.

The end product of this task should consist in a list of projects, which need to be carried out to achieve each objective. Besides a detailed description of the tasks and objectives, every project should include a suggested time-line and a proposal on the GSA resources (in terms of FTE and budget) necessary to complete the project.

1.4.3.2. Project Planning

The task should respect the following planning:

- Kick-off meeting: no later than 13 weeks after T_0 .
The kick-off meeting will be held at GSA premises in order to discuss the study methodology to be used by the contractor, as well as to settle all the details of the study work, reports, review meetings, detailed time schedule, research, team for every field of work, etc.
- Steering Committee meetings: bi-weekly meetings between the contractor and the GSA should be set-up to discuss the following elements:
 - a) Preliminary results of the subjects described in point 1.4.3.1
 - b) Problems encountered, solutions found or proposed, and impact on work planning.
- Final presentation: 18 weeks after T_0 .
The contractor will present to the GSA its draft final report for discussion and provide:
 - a) The full results of the subjects described in point 1.4.3.1.
 - b) All research data that supports the conclusion of the report.
- Final report: 19 weeks after T_0 .
The contractor shall deliver three paper copies of the final report and annexes, and an electronic copy with all relevant data, including the presentation.
GSA shall have two weeks from receipt to review the report and documents, and request the contractor for changes and clarification.

Additional meetings will be agreed between the contracting parties, as deemed necessary.

1.4.4. TASK 4 – Additional insight in Strategy-related matters

On the basis of the results of Tasks 1 to 3, high priority strategic activities will be identified and will need specific support to be evaluated on a case by case basis.

The main activities to be performed may take the following forms:

- In-house support
- Specific studies
- Ad-hoc reports

This task will be further developed, as to its time schedule, deliverables, and meetings, through the provisions of the relevant specific contract(s). Each individual specific contract will specify the precise nature of the deliverables/reports expected by GSA.



I.5. Duration

The framework contract will be concluded for an initial period of 12 months renewable 3 times.

I.6. Deliverables

Unless otherwise agreed in writing, three hard copies and one electronic copy of each study/report shall be supplied either in MS Word or in MS Powerpoint format.

GSA may publish the results of the study. For this purpose, the tenderer must ensure that there are no restrictions based on confidentiality and/or intellectual property rights expected from third parties. Should the tenderer intend to use study data, which cannot be published, this must be explicitly mentioned in the offer. The language in which the study (including all reports) is to be submitted is English.

I.7. GSA resources dedicated to the tasks

The GSA will dedicate one FTE (expert/senior advisor equivalent) to this project.

This FTE will perform the following tasks:

- share market data available within the GSA
- act as an interface between the GSA and the contractor (0.5 FTE)
- perform analysis and studies as required for the project and as requested by the contractor's team leader (0.5 FTE)

I.8. Place of Performance

The tasks will be performed at the contractor's premises.

Nevertheless, regular and frequent interaction with the GSA is expected (e.g., through video conference, conference calls...) in order to maximize the output of the FTE dedicated to the study.

Meetings between the Contractor and GSA shall be held at GSA's premises in Brussels (unless stated otherwise). All cost foreseen in the performance of the project, including travel costs shall be borne by the Contractor and included in the contractor's offer.

However, in case of additional meetings agreed between the contracting parties, the related costs, including travel costs, shall be reimbursed by GSA under the terms of Article II-7 and Annex IV of the Framework contract.

I.9. Specific Contracts

a) Specific contract for tasks 1 to 3:

For the tasks 1 to 3, GSA and the contractor will sign – immediately after the signature of the framework contract – a specific contract based on the tender submitted for the said tasks (see IV.4 - Award Criteria).

b) Other specific contracts for task 4 and additional tasks:

For task 4 and all additional tasks that will be requested by GSA throughout the duration of the framework contract, GSA will issue a written request to the contractor, upon which the contractor will submit an offer. The offer submitted will have to be drafted based on the same



rates ("man-day"/price) and methodology as the ones contained in the tender (see IV.4 Award Criteria) and upon which the contractor was awarded the framework contract.

On the basis of offers made by the contractor upon requests made by GSA, specific contracts (see Annex III of draft contract) will be signed by both contracting parties.

I.10. Maximum total price

A maximum total price of 500.000 euros has been set for this tender (as to the specific contract implementing tasks 1 to 3). This price should include all expenses related to the project. Any proposal above this limit will be excluded from the bid.

II. TERMS OF CONTRACT

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

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

II.1. Terms of payment

Payments shall be made in accordance with the provisions specified in the framework service Contract

II.2. Financial guarantees

Guarantee on pre-financing

For any pre-financing higher than 100 000 EUR, a financial guarantee equivalent to the amount of the pre-financing will be requested. Depending on the financial situation of the tenderer, GSA may ask for the financial guarantee for amounts lower than 100 000 EUR.

II.3. Subcontracting

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

Tenderers must inform the subcontractor(s) that Article II.17 of the Contract will be applied to them. Once the Contract has been signed, Article II.13 of the above-mentioned contract shall govern the subcontracting.

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

Groupings, irrespective of their legal form, may submit bids. Tenderers may, after forming a grouping, submit a joint bid on condition that it complies with the rules of competition. Such groupings (or consortium) must specify the company or person heading the project and must also submit a copy of the document authorising this company or person to submit a bid. If awarded, the contract will be signed by the company of the person heading the project, who will be, vis à vis GSA, the only



contracting party responsible for the performance of this contract. Tenders from a consortium of firms or groups of service providers, contractors or suppliers must specify the role, qualifications and experience of each member of the consortium or group. Each member must provide all the necessary documents for assessing the bid as a whole with regard to the exclusion criteria, selection criteria (all of them) and award criteria.

III. FORM AND CONTENT OF THE TENDER

III.1. General

Tenders must be written in one of the official languages of the European Union. However, and due to the technical nature of the project, tenders are invited to submit their bids (or at least the technical part thereof) preferably in English.

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

III.2. Structure of the tender

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

III.2.1. Section One: Administrative proposal

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

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

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

- Financial identification (Annex 2)

The bank identification form must be completed and signed by an authorised representative of the tenderer. In the case of a grouping, this form must only be provided by the person heading the project.



- Legal entities (Annex 3)

The legal entity form in Annex 3 must be completed in and should be accompanied by requested supporting documents. In the case of a grouping, this form must only be provided by the person heading the project.

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

III.2.2. Section Two: Technical proposal

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

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

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

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

They shall provide a detailed proposal of how Tasks 1, 2 and 3 would be carried out, and by whom, including the division of work among the different categories of staff on a man/days basis, key milestones, deliverables, date by which the tenderer may complete the task etc....

The technical proposal must provide all the information needed for the purpose of awarding the Framework Contract and signing the specific contract implementing Tasks 1, 2 and 3.

III.2.3. Section Three: Financial proposal

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

- Prices must be quoted in euros, including the countries which are not in the euro-area. As far as the tenderers of those countries are concerned, they cannot change the amount of the bid because of the evolution of the exchange rate. The tenderers choose the exchange rate and assume all risks or opportunities relating to the rate fluctuation.
- Prices must be fixed amounts and include all expenses, such as travel expenses and daily allowances. All additional meetings, than the ones requested under tasks 1 to 3, will be reimbursed to the contractor on the basis of the reimbursement scheme contained in Art.II-7 of the Draft framework contract.
- Prices should be quoted free of all duties, taxes and other charges, i.e. also free of VAT, as the Communities are exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities of 8 April 1965 (OJ L 152 of 13 July 1967). Exemption is granted to GSA by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption. For those countries where national legislation provides an exemption by means of a reimbursement, the amount of VAT is to be shown separately. In case of doubt about the applicable VAT system, it is the tenderer's



responsibility to contact his or her national authorities to clarify the way in which the European Community is exempt from VAT;

- Prices shall be fixed and not subject to revision during the performance of the contract.
- In addition to a grid showing applicable daily rates per category of staff (see Annex 7), bids must indicate the number of actual man-days needed to carry out the work sought under Tasks 1 to 3 as described in points 1.4.1 to 1.4.3, split up per staff member involved.

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

IV. ASSESSMENT AND AWARD OF THE CONTRACT

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

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

The aim of each of these stages is:

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

A single framework contract will be concluded with the tenderer ranked best when the bids are evaluated.

IV.1. Exclusion criteria (exclusion of tenderers)

To be eligible for participating in this contract award procedure, tenderers must not be in any of the following exclusion grounds¹:

- (a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) they have been convicted of an offence concerning their professional conduct by a judgement which has the force of res judicata;
- (c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;

¹ Article 93 of Council Regulation (EC, Euratom) No 1605/2002 of 25 June 2002 on the Financial Regulation applicable to the general budget of the European Communities (OJ L 248 of 16.9.2002)



- (d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- (e) they have been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- (f) following another procurement procedure or grant award procedure financed by the Community budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations;

IV.1.1. Evidence to be provided by the tenderers

1. GSA shall accept, as satisfactory evidence that the tenderer is not in one of the situations described in point (a), (b) or (e) above, the production of a recent extract from the judicial record 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.
2. GSA accepts, as satisfactory evidence that the tenderer is not in the situation described in point (d) above, a recent certificate issued by the competent authority of the State concerned.

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

The documents referred to in paragraph 1 and 2 shall relate to legal and/or natural persons including, if applicable with regard to points b) and e), company directors or any person with powers of representation, decision-making or control in relation to the tenderer.

IV.1.2. Other cases of exclusion

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

- a) are subject to a conflict of interest;

Tenderers must declare:

- that they do not have any conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties, or any other relevant connection or shared interest;
- that they will inform the contracting authority, without delay, of any situation constituting a conflict of interest or which could give rise to a conflict of interest;
- that they have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;
- that they have not granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption,



either directly or indirectly, as an incentive or reward relating to the award of the contract.

GSA reserves the right to check the above information.

- b) are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information.

IV.1.3. Declaration

Tenderers must fill in and sign the forms attached to the specifications (Annex 4).

Where the bid involves more than one service provider (consortium or grouping), each provider must fill in and return the form, as well as the evidence specified in pt IV.1.1.

Subcontractors (when the subcontracted part exceeds 20% of the contract) must only provide the form in Annex 4.

Bids submitted by subcontractors which have not provided the abovementioned documents 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.

IV.2. Administrative and financial penalties

1. Without prejudice to the application of penalties laid down in the contract, candidates or tenderers and contractors who have been guilty of making false declarations or have been found to have seriously failed to meet their contractual obligations in an earlier procedure will be excluded from all contracts and grants financed by the Community budget for a maximum of two years from the time when the infringement is established, as confirmed after an adversarial procedure with the contractor.

That period may be extended to three years in the event of a repeat offence within five years of the first infringement.

Tenderers or candidates who have been guilty of making false declarations will also incur financial penalties representing 2% to 10% of the total value of the grant being awarded.

Contractors who have been found to have seriously failed to meet their contractual obligations will incur financial penalties representing 2% to 10% of the value of the grant in question.

This rate may be increased to 4% to 20% in the event of a repeat offence within five years of the first infringement.

2. In the cases referred to in points IV.1, a), c), d), the candidates or tenderers will be excluded from all contracts and grants for a maximum of two years from the time when the infringement is established, as confirmed after an adversarial procedure with the contractor.

In the cases referred to in points IV.1, b) and e), the candidates or tenderers will be excluded from all contracts and grants for a minimum of one year and a maximum of four years from the date of notification of the judgment. Those periods may be extended to five years in the event of a repeat offence within five years of the first infringement or the first judgment.

3. The cases referred to in point IV.1, e) cover:



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

IV.3. Selection Criteria (selection of tenderers)

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

IV.3.1. Economic and financial capacity – References required

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

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

IV.3.2. Technical and professional capacity – References required

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

- Strategy consultancy experience in highly complex, innovative, high technology and high visibility projects.
- Experience of complex projects in capital intensive public – private partnerships.
- Experience in pan-European projects.
- Knowledge of the Satellite and Aerospace Industry in Europe and worldwide.
- Knowledge of Galileo and GNSS programmes.
- Experience of the Institutional context of the EU and public procurement projects.
- Experience of development of new markets.
- Experience in Market regulation.

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

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



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

IV.4. Evaluation of tenders – Award criteria

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

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

a) Technical evaluation criteria as weighted (70%)

N°	Award Criteria	Weighting
1	"General understanding of the requirements and the context thereof" - Quality of the content of the proposal . Bidder's analysis of GSA's requirements and critical review thereof (if necessary) . Understanding of the specific environment under which studies are to be conducted . Understanding of GSA's needs and preliminary analysis of solutions - Compliance and completeness of proposal with the Statement of Work	30
2	" <u>Proposed approach and methodology for the completion of tasks 1 to 3 as described under 1.4.1 and 1.4.3 above</u> " - Quality of the proposed team responsible for carrying out the task(s) - Adequacy of the allocation/distribution of the tasks within the proposed team and adequacy of management level and efforts related to each task - Confidence that the approach and methodology is appropriate to meet the requirements within timelimits - Analysis of interface requirements between the different tasks - Relevance of proposed options	70
Total number of points		100

b) Total price (30%)

N°	Price	Weighting
1	Total Price of Tasks 1, 2 and 3 Total number of points for price, assessed through the financial proposal regarding Tasks 1, 2, and 3 (Where X is the highest score for technical evaluation reached by an eligible offer). Score for price for offer (a) will then be computed as follows: $X * \text{lowest price among eligible offers} / \text{price of offer (a)}$	50



2	Daily Rates Assesment of the daily rates proposed by the tenderer - see Annex 7 of the tender specifications (Where X is the highest score for technical evaluation reached by an eligible offer). Score for daily rates for offer (a) will then be computed as follows: X * lowest average daily rate among eligible offers / average daily rate of offer (a)	50
Total number of points		100

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

$70\% * (\text{Total number of points for technical evaluation}) + 30\% * (\text{Total number of points for price})$

Important note:

The detailed offer submitted by the contractor will be incorporated as an annex to the framework contract and will form an integral part thereof. Therefore, specific contracts implementing Task 4 or any additional tasks will have to comply with the conditions developed in the offer, in regard to the methodology and the price basis (man/days proposal by category of staff).

IV.5. Information for tenderers

GSA 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, GSA 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.

V. ANNEXES

1. Identification of the Tenderer
2. Financial Identification
3. Legal Entity Form
4. Declaration by the Tenderer (relating to the exclusion criteria)
5. Draft Framework Contract
6. Model of Specific Contract
7. Daily rates per category of staff



ANNEX 1

IDENTIFICATION OF THE TENDERER

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

Call for tender GSA/OP/05/07

Identity	
Name of the tenderer	
Legal status of the tenderer	
Date of registration	
Country of registration	
Registration number	
VAT number	
Description of statutory social security cover (at the level of the Member State of origin) and non-statutory cover (supplementary professional indemnity insurance) ²	
Address	
Address of registered office of tenderer	
Where appropriate, administrative address of tenderer for the purposes of this invitation to tender	
Contact Person	
Surname: First name: Title (e.g. Dr, Mr, Ms) : Position (e.g. manager): Telephone number: Fax number:	

² For natural persons



E-mail address:	
Legal Representatives	
Names and function of legal representatives and of other representatives of the tenderer who are authorised to sign contracts with third parties	
Declaration by an authorised representative of the organisation ³ I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.	
Surname: First name:	Signature:

³ This person must be included in the list of legal representatives; otherwise the signature on the tender will be invalidated.



European GNSS Supervisory Authority

ANNEX 2 - Financial Form
(to be completed by the tenderer)

The tenderer's attention is drawn to the fact that this document is a model and that a specific Financial Form for each Member State is available at the following Internet address: <http://gsa.europa.eu/>, under the "Call for tender" section



FINANCIAL IDENTIFICATION

<u>ACCOUNT HOLDER</u>	
NAME	<input type="text"/>
ADDRESS	<input type="text"/>
TOWN/CITY	<input type="text"/>
POSTCODE	<input type="text"/>
COUNTRY	<input type="text"/>
VAT NUMBER	<input type="text"/>
CONTACT PERSON	<input type="text"/>
TELEPHONE	<input type="text"/>
FAX	<input type="text"/>
E - MAIL	<input type="text"/>

<u>BANK</u>	
BANK NAME	<input type="text"/>
BRANCH ADDRESS	<input type="text"/>
TOWN/CITY	<input type="text"/>
POSTCODE	<input type="text"/>
COUNTRY	<input type="text"/>
ACCOUNT NUMBER	<input type="text"/>
IBAN (optional)	<input type="text"/>

REMARKS :

<u>BANK STAMP + SIGNATURE of BANK REPRESENTATIVE</u> <u>(Both Obligatory)</u>
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<u>DATE + SIGNATURE of ACCOUNT HOLDER :</u> <u>(Obligatory)</u>
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ANNEX 3 - Legal Entity Form
(to be completed by the tenderer)

The tenderer's attention is drawn to the fact that this document is a model and that a specific Legal Entity Form for each Member State is available at the following Internet address: <http://gsa.europa.eu/>, under the "Call for tender" section

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

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



ANNEX 4

DECLARATION BY THE TENDERER

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

1. In accordance with Article 93 of the Financial Regulation of the European Communities (Council Regulation 1605/2002 of 25.6.2002) published in Official Journal L 248 of 16 September 2002, I declare on my honour that I am not in any of the following situations which would exclude me from participating in this procurement procedure:
 - a) I am not bankrupt, being wound up or having my affairs administered by the courts, I have not entered into an arrangement with creditors, I have not suspended business activities, I am not the subject of proceedings concerning any such matters, and I am not in any similar situation arising from a similar procedure provided for in legislation or regulations;
 - b) I have not been convicted of an offence concerning my professional judgement by a judgment which has the force of res judicata;
 - c) I have not been found guilty of grave professional misconduct proven by any means which the contracting authority can justify;
 - d) I have not failed to fulfil obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which I am established or with those of the country or the contracting authority or those of the country where the contract is to be performed;
 - e) I have not been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
 - f) as a consequence of another procurement or grant procedure financed by the Community budget, I have not been declared to be in serious breach of contract for failure to comply with my contractual obligations,
2. In addition, the undersigned declares on his or her honour:
 - a) that on the date of submission of the tender, the company or organisation I do represent and the staff proposed for this tender are not subject to a conflict of interests in the context of this invitation to tender; I undertake to inform GSA without delay of any change to this situation after the date of submission of the tender.
 - b) that the information provided to GSA within the context of this invitation to tender is accurate, sincere and complete.

Done at on.....

Name

Title

Signature:

ANNEX 7

DAILY RATES

Call for tender GSA/OP/05/07

CATEGORY OF STAFF	DAILY RATE (€)
Director, Strategic Advisor	
Expert, Senior Advisor	
Engineer, Manager	
Technician, Junior Engineer	
TOTAL	
AVERAGE DAILY RATE	

Prices must be fixed amounts and include all expenses, such as foreseen travel expenses and daily allowances.

Prices should be quoted free of all duties, taxes and other charges, i.e. also free of VAT.

Daily rates should apply to tasks 1 to 3 as well as for task 4.