

# **Open competition EPSO/AST/7/05**

## **Assistants (AST3) in the field of Project/contract management**

### **Written test d)**

**Test in your main language, on a subject related to your chosen field, to assess your:**

- specialist knowledge,**
- comprehension skills and ability to analyse and summarise, and**
- drafting skills.**

**You must choose one of the two topics proposed and answer all the questions within the chosen topic**

**Each topic carries equal marks.**

**This test will be marked out of 50 (pass-mark: 25)**

To ensure that written tests are marked in an impartial manner and in order to respect the principle of anonymity, you should not write your signature or your name on your test, nor any particular sign (e.g. initials, information outside the context of the examination, telephone number, private or office address, symbol or any other mark) which could identify you to the examiner.

***Time allowed: 2 hours and 30 minutes***

5. The service contract has been signed with the research institute "Centre for Information Technology". After signature, the four issues listed below have been raised. Prepare a letter to the contractor giving a brief explanation for each of the issues.

- After a reorganisation the contractor has changed its official name to "Centre for Innovation and Technology" and has moved offices. What impact does this have on the contract? What needs to be done?
- Does the contractor need to provide a bank guarantee for the pre-financing?
- The contractor has incurred some travel costs in January 2004. He sends the invoice for air tickets and enquires if this amount will be reimbursed by the Commission.
- The contractor normally has to pay taxes to his national tax authorities but has never managed a project financed by the European Commission. He asks you for a clarification concerning the value added tax to be paid.

Annex III contains the relevant parts of the service contract (**some articles have been taken out**). Please read it carefully, in addition to the information contained in Annex II.

**Annex I**  
**Standard format for information notes to the Director General**

**1. General context**

Insert relevant background information, the legal framework, the EU policy framework and links to other key initiatives

**2. Objectives of the study**

Insert a clear description of the objectives of the study.

**3. Duration**

Indicate the time limit for completion of the study

**4. Deliverables**

Indicate clearly the outputs expected from the contractor

**5. Selection criteria**

List the criteria by which the proposals will be selected

**6. Award criteria**

List the criteria by which the contract will be awarded

## Annex II Specifications for a Socio-economic Impact Study

Mobility is one of the prerequisites for Europe's welfare and economic strength. However, constantly rising transport demand in Europe inevitably leads to a dramatic increase in road traffic. Perhaps the most important impact of increased traffic is heightened concern about road safety. The cost of accidents and fatalities in the European Union is estimated at €160 bn per year or 2% of Community GDP.

The European Commission's aim is to achieve a 50% reduction in road fatalities by 2010. The use and combination of new technologies can make an important contribution.

New Intelligent Vehicle Safety Systems hold out the promise of providing ways to reduce the number of accidents and their seriousness. Some preliminary data on the potential impact of such systems have been obtained through studies by individual automotive manufacturers and some of the EU Member States or in the context of EU funded research projects. However, these data are not sufficient. Most systems are still at prototype level and the existing impact assessments have only been carried out on a small scale. Moreover, little information is available on the benefits to society and the cost/benefit ratios.

DG INFSO administers the "eSafety" initiative. This is a joint initiative of the European Commission, industry and other stakeholders. It aims to accelerate the development of Intelligent Safety Systems that use information and communication technologies in innovative ways in order to increase road safety and reduce the number of accidents on Europe's roads. The Commission has issued a Communication (COM (2003) 542) setting out the policy framework for such initiatives. It proposes several actions the Commission intends to take in order to accelerate the development and use of Intelligent Vehicle Safety Systems. The Communication explicitly mentions the need for a study on the potential socio-economic impact of introducing such systems in Europe. DG INFSO therefore wants to launch an exploratory study on the potential socio-economic impact of introducing Intelligent Safety Systems in road vehicles.

The exploratory study should aim to:

- conduct a survey of current approaches to assessing the impact of intelligent vehicle safety systems;
- develop a methodology for assessing the impact of such systems in Europe;
- determine what factors should be used to estimate the socio-economic benefits resulting from the introduction of such systems. These factors may include improved journey times, reduced congestion, lower medical care costs, etc.

Professional information, in particular registration in a trade or professional register or other proof of professional standing, will be one of the main criteria used for selecting the tenderers. Another important criterion will be financial information and proof of economic standing, in particular balance sheets and turnover statements. A sound technical background, in particular a minimum of five years' experience in intelligent transport systems and impact assessment, is another mandatory precondition.

The successful tenderer will be kept informed by the Commission services of progress in related eSafety Working Groups.

The study should be completed within 6 months from the date of contract signature.

The tenderers should include a detailed description of the end products, the planned working method and time plan, including estimated resources.

An initial report is due by the end of month 2. An interim report has to be delivered by the end of month 4. The report will be presented to the Commission services and its contents need to be agreed

before the final report is prepared. The end product of the study should be a final report to be delivered by the end of month 6.

The contractor is expected to present the findings of the final study at a workshop to be organised by the Commission.

An evaluation Committee will be established in DG INFSO to select the best offer. The contract will be awarded in line with the "best value for money" principle.

The contract will be awarded on the basis of the following technical criteria: understanding of the tasks required and of the technical aspects of the subject, as well as the quality of the proposed methodology. Moreover, the contractor has to prove his capacity to manage the study. In particular he has to provide a realistic time plan and resource allocations.

Payment of the pre-financing may be conditional upon the contractor providing a financial guarantee. In any case, a guarantee shall only be required if the pre-financing exceeds € 150,000.

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**Annex III**

**Relevant parts of the  
SERVICE CONTRACT**

**CONTRACT NUMBER – 12345**

The European Community (hereinafter referred to as "the Community"), represented by the Commission of the European Communities (hereinafter referred to as "the Commission"), which is represented for the purposes of the signature of this contract by **Mr. Claudio Fabioli, Directorate-General for Information Society and media,**

of the one part,

and

**Centre for Information Technology**

**Donaustrasse 134**

**D- 12345 Berlin**

(hereinafter referred to as "the Contractor"), of the other part,

**HAVE AGREED**

the **Special Conditions** and the **General Conditions** below and the following Annexes:

**Annex I – Tender Specifications (call for tender No 12345 – Exploratory Study on the potential socio-economic impact of the introduction of Intelligent Safety Systems in Road Vehicles)**

**Annex II – Tender of the Contractor (Centre for Information Technology)**

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

## I – SPECIAL CONDITIONS

### ARTICLE I.1 - SUBJECT

- I.1.1. The subject of the Contract is an **Exploratory Study on the potential socio-economic impact of the introduction of Intelligent Safety Systems in Road Vehicles.**
- I.1.2. The Contractor shall execute the tasks assigned to him in accordance with the Tender Specifications annexed to the Contract (Annex I).

### ARTICLE I.2 - DURATION

- I.2.1. The Contract shall enter into force on the date on which it is signed by the last contracting party.
- I.2.2. Execution of the tasks may under no circumstances begin before the date on which the Contract enters into force.
- I.2.3. The duration of the tasks shall not exceed **6 months**. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

### ARTICLE I.3 – CONTRACT PRICE

- I.3.1. The maximum total amount to be paid by the Commission under the Contract shall be **EUR 139,400** covering all tasks executed.
- I.3.3. In addition to the total amount specified in Article I.3.1, travel, subsistence and shipment expenses shall be reimbursed in accordance with Article II.7, as shall other expenses provided for by the Tender Specifications up to a maximum amount of **EUR 19,000**.

### ARTICLE I.4 – PAYMENT PERIODS AND FORMALITIES

Payments under the Contract shall be made in accordance with Article II.4. Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted.

#### **I.4.1. Pre-financing:**

Following signature of the Contract by the last contracting party, within 45 days of the receipt by the Commission of a request for pre-financing, a pre-financing payment of **EUR 41,820** equal to 30% of the total amount referred to in Article I.3.1 shall be made.

## **II - GENERAL CONDITIONS**

### **ARTICLE II.4 - PAYMENTS**

#### **II.4.1. Pre-financing:**

Where required by Article I.4.1, the Contractor shall provide a financial guarantee in the form of a bank guarantee or equivalent supplied by a bank or an authorised financial institution (guarantor) equal to the amount indicated in the same Article to cover pre-financing under the Contract. Such guarantee may be replaced by a joint and several guarantee by a third party.

#### **II.4.3. Payment of the balance:**

Within sixty days of completion of the tasks the Contractor shall submit to the Commission a formal request for payment accompanied by those of the following documents which are provided for in the Special Conditions:

- a final technical report;
- the relevant invoices indicating the reference number of the Contract to which they refer;
- statements of reimbursable expenses in accordance with Article II.7.

### **ARTICLE II.7 - REIMBURSEMENTS**

**II.7.1.** Where provided by the Special Conditions, the Commission shall reimburse the expenses which are directly connected with execution of the tasks on production of original supporting documents, including receipts and used tickets.

**II.7.2.** Travel and subsistence expenses shall be reimbursed, where appropriate, on the basis of the shortest itinerary.

**II.7.3.** Travel expenses shall be reimbursed as follows:

- a) travel by air shall be reimbursed up to the maximum cost of an economy class ticket at the time of the reservation;
- b) travel by boat or rail shall be reimbursed up to the maximum cost of a first-class ticket;
- c) travel by car shall be reimbursed at the rate of one first-class rail ticket for the same journey and on the same day;
- d) travel outside Community territory shall be reimbursed under the general conditions stated above provided the Commission has given its prior written agreement.

## **ARTICLE II.11 – TAXATION**

- II.11.1.** The Contractor shall have sole responsibility for compliance with the tax laws which apply to him. Failure to comply shall make the relevant invoices invalid.
- II.11.2.** The Contractor recognises that the Commission is, as a rule, exempt from all taxes and duties, including value added tax (VAT), pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities.
- II.11.3.** The Contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the goods and services required for performance of the Contract are exempt from taxes and duties, including VAT.
- II.11.4.** Invoices presented by the Contractor shall indicate his place of taxation for VAT purposes and shall specify separately the amounts not including VAT and the amounts including VAT.

## **ARTICLE II.18 – AMENDMENTS**

Any amendment to the Contract shall be the subject of a written agreement concluded by the contracting parties. An oral agreement shall not be binding on the contracting parties.

## **SIGNATURES**

For the Contractor,  
**Centre for Information Technology**

For the Commission,  
**Claudio Fabioli**

**Done at Brussels, July 2004**

**Done at Brussels, July 2004**

In duplicate in English.

## TOPIC II

### Background

You are working in the Directorate-General for Informatics in the European Commission. The Commission wants to replace its mobile computer equipment and is planning a large-scale procurement.

The file you have been given includes:

- Annex I: Prior information notice;
- Annex II: Contract notice;
- Annex III: Evaluation grid.

### Questions:

1. You have been requested to take charge of a procurement procedure for the acquisition of portable computers and related services in order to conclude a framework contract. Briefly explain:

- what a framework contract is and what the advantages of using this type of contract are for the Commission;
- what different aspects the contract has to cover.

2. You are asked to prepare a note for your director in which you provide some information on the procurement procedure. Describe in a clear and concise manner (**max. one and a half pages**):

- what procurement procedure is being used;
- what the main advantages/disadvantages of the chosen procedure are;
- what the main steps in the procedure are;
- if there are any alternative procedure(s).

3. Section III.2 of the Contract Notice mentions the criteria for selecting tenderers in very general terms.

- Please list at least 3 criteria which would allow you to assess the economic and financial capacity of the bidder.
- Please list at least 3 criteria which would allow you to assess the technical capacity of the bidder.

4. What general principle is used to award the contract?

- Briefly explain what that principle means.
- In the case of portable computers, what award criteria would you recommend for the technical evaluation? Please list at least 3 important criteria that would allow you to assess the quality of the tenders.

5. You have received 5 tenders and have assessed them in the evaluation committee. The results are summarised in the evaluation grid in Annex III. Based on the quality criteria and the prices quoted in the table, to which company do you propose to award the contract?

6. Describe the main remaining steps for the actual procurement of portable computers once the framework contract has been awarded.

## Annex I

### B-Brussels: MEQ mobile IT equipment

2004/S 112-093564

#### Prior information notice

#### Supplies

Is this contract covered by the Government Procurement Agreement (GPA)? Yes

#### Section I: Contracting authority

- I.1) **Official name and address of the contracting authority:**  
European Commission, Directorate General Informatics, E-mail: [ADMIN-FCL-CALL-CENTRE@cec.eu.int](mailto:ADMIN-FCL-CALL-CENTRE@cec.eu.int). URL:  
[http://europa.eu.int/comm/di/tenders/tenders\\_en.htm](http://europa.eu.int/comm/di/tenders/tenders_en.htm).
- I.2) **Address from which further information can be obtained:**  
As in I.1.
- I.3) **Type of contracting authority:**  
EU institution.

#### Section II: Object of the contract

- II.1) **Title attributed to the contract by the contracting authority:**  
ADMIN/DI2/PO/2004/015 - MEQ mobile IT equipment.
- II.2) **Nomenclature**
- II.2.1) **Common Procurement Vocabulary (CPV):**  
30200000; 30213200; 30213300; 30231000; 30231220.
- II.2.2) **Other relevant nomenclature (CPA/CPC)**
- II.2.3) **Service category**
- II.3) **Nature and quantity or value of supplies or services for each of the service categories:**  
The European Commission is launching an open call for tenders in order to conclude a framework contract with a supplier. The object of the call for tenders is the provision of portable computers, personal digital assistants (PDAs) and additional related mobile equipment, together with maintenance and associated services for the European Commission. Other EU institutions may participate in the procedure. The exact list of awarding authorities with their market volumes will be published in the contract notice.

The call for tenders is not divided into lots.

The duration of the framework contract is: for acquisitions 4 years, and for maintenance 6 and 8 years.

By way of indication, the total volume of acquisitions of portable computers and related services made by the European Commission under previous contracts amounted to approximately € 7 000 000. Similarly the total volume of acquisitions of PDAs under previous contracts amounted approximately to 422 units.

II.4) **Scheduled start of award procedure (if known):**

30.6.2004.

II.5) **Other information (if applicable)**

(...)

**Section IV: Administrative information**

IV.1) **Reference number attributed to the file by the contracting authority:**

ADMIN/DI2/PO/2004/015 – MEQ

(...)

**Section VI: Other information**

VI.1) **Is this notice a non-mandatory one?**

No.

VI.2) **Does the contract relate to a project/programme financed by EU funds?**

No.

VI.3) **Date of dispatch of this notice:**

27.5.2004.

## Annex II

### B-Brussels: mobile equipment (MEQ)

2004/S 156-134983

#### Contract notice

#### Supplies

Is this contract covered by the Government Procurement Agreement (GPA)?

#### Section I: Contracting authority

- I.1) **Official name and address of the contracting authority:**  
European Commission, Directorate-General 'Informatics', Directorate 'Resources',  
Unit 'Finance and Contracts', E-mail: [DIGIT-CONTRACTS-INFO-CENTRE@cec.eu.int](mailto:DIGIT-CONTRACTS-INFO-CENTRE@cec.eu.int). URL:  
[http://europa.eu.int/comm/dgs/informatics/tenders/index\\_en.htm](http://europa.eu.int/comm/dgs/informatics/tenders/index_en.htm).
- I.2) **Address from which further information can be obtained:**  
As in I.1.
- I.3) **Address from which documentation may be obtained:**  
As in I.1.
- I.4) **Address to which tenders/requests to participate must be sent:**  
As in I.1.
- I.5) **Type of contracting authority:**  
EU institution.

#### Section II: Object of the contract

- II.1) **Description**
- II.1.1) **Type of works contract**
- II.1.2) **Type of supplies contract:**  
Purchase.
- II.1.3) **Type of service contract**
- II.1.4) **Is it a framework agreement?**  
Yes.
- II.1.5) **Title attributed to the contract by the contracting authority:**  
Mobile Equipment (MEQ)
- II.1.6) **Description/object of the contract:**  
As stated in contract documents.
- II.1.7) **Site or location of works, place of delivery or performance:**  
Main premises of the participating EU institutions - see contract documents.
- II.1.8) **Nomenclature**
- II.1.8.1) **Common Procurement Vocabulary (CPV):**  
30200000; 30213200; 30213300; 30231000; 30231220.
- II.1.8.2) **Other relevant nomenclature (CPA/NACE/CPC)**

- II.1.9) **Division into lots:**  
No.
- II.1.10) **Will variants be accepted:**  
No.
- II.2) **Quantity or scope of the contract**
- II.2.1) **Total quantity or scope (including all lots and options):**  
The volume of the total market is estimated at: 8 000 all-purpose notebooks, 3 400 ultra-light notebooks and 4 300 personal digital assistants.
- II.2.2) **Options. Description and time when they may be exercised**
- II.3) **Duration of the contract or time limit for completion:**  
For acquisitions: period in months: 48; and for maintenance: period in months 96 (from the award of the contract).

### **Section III: Legal, economic, financial and technical information**

- III.1) **Conditions relating to the contract**
- III.1.1) **Deposits and guarantees required:**  
At the request of the Commission, the contractor must deposit an initial performance bond of EUR 100 000 on signature of the framework contract. The insurance cover is set at EUR 1 000 000.
- III.1.2) **Main terms of financing and payment and/or reference to the relevant provisions:**  
As stated in contract documents.
- III.1.3) **Legal form to be taken by the grouping of suppliers, contractors or service providers to whom the contract is awarded:**  
As stated in contract documents.
- III.2) **Conditions for participation**
- III.2.1) **Information concerning the personal situation of the contractor, supplier or service provider and information and formalities necessary for the evaluation of the minimum economic, financial and technical capacity required:**  
As stated in contract documents.
- III.2.1.1) **Status and legal capacity - means of proof required:**  
As stated in contract documents.
- III.2.1.2) **Economic and financial capacity - means of proof required:**  
As stated in contract documents.
- III.2.1.3) **Technical capacity - means of proof required:**  
As stated in contract documents.
- III.3) **Conditions specific to services contracts**
- III.3.1) **Is provision of the service reserved to a specific profession?**
- III.3.2) **Will legal entities be required to state the names and professional qualifications of the personnel responsible for execution of the contract?**  
No.

#### **Section IV: Procedure**

- IV.1) **Type of procedure:**  
Open.
- IV.1.1) **Have candidates already been selected?**  
No.
- IV.1.2) **Justification for the choice of accelerated procedure**
- IV.1.3) **Previous publication concerning the same contract**
- IV.1.3.1) **Prior information notice concerning the same contract:**  
Notice number in OJ content list 2004/S 112-093564 of 10.6.2004.
- IV.1.3.2) **Other previous publications**
- IV.1.4) **Envisaged number of suppliers which will be invited to tender**
- IV.2) **Award criteria:**  
The most economically advantageous tender in terms of the criteria set out in the contract documents.
- IV.3) **Administrative information**
- IV.3.1) **Reference number attributed to the file by the contracting authority:**  
ADMIN/DI2/PO/2004/015
- IV.3.2) **Conditions for obtaining contract document and additional documents:**  
Obtainable until 30.9.2004.
- IV.3.3) **Time-limit for receipt of tenders or requests to participate:**  
7.10.2004.
- IV.3.4) **Dispatch of invitations to tender to selected candidates**
- IV.3.5) **Language or languages in which tenders or requests to participate can be drawn up:**  
Spanish, Danish, German, Greek, English, French, Italian, Dutch, Portuguese, Finnish, Swedish, Czech, Estonian, Latvian, Lithuanian, Hungarian, Maltese, Polish, Slovak and Slovene.
- IV.3.6) **Minimum time frame during which the tenderer must maintain its tender:**  
9 months from the deadline stated for receipt of tenders.
- IV.3.7) **Conditions for opening tenders**
- IV.3.7.1) **Persons authorised to be present at the opening of tenders:**  
Each tendering party may send one representative to the opening session (see tendering specifications).
- IV.3.7.2) **Date, time and place:**  
Date: 14.10.2004. Time: 14.00 Brussels time.  
Place: IMCO 1/1 Avenue de Cortenbergh/Kortenberglaan 6, B-1040 Bruxelles/Brussel.

(...)

#### **Section VI: Other information**

- VI.1) **Is this notice a non-mandatory one?**  
No.
- VI.2) **If applicable, indicate whether this procurement is a recurrent one and the estimated timing for further notices to be published**

VI.3) **Does the contract relate to a project/programme financed by EU funds?**  
No.

VI.4) **Additional information:**

Framework contract with:

for acquisition: an initial duration of 2 years plus 2 possible extensions of 1 year each;

for maintenance: an initial duration of 6 years plus 2 two possible extensions of 1 year each.

VI.5) **Date of dispatch of this notice:**

2.8.2004.

Annex III

**Call for Tenders ADMIN/DI2/PO/2004/015 MEQ  
Evaluation Grid**

Tender	Company A	Company B	Company C	Company D	Company E
Score on quality criterion 1 (max. 20)	15	18	17	14	18
Score on quality criterion 2 (max. 50)	29	38	36	26	37
Score on quality criterion 3 (max. 30)	20	22	23	20	26
Overall quality mark (max. 100)	64	78	76	60	81
Price quoted	€1,400,000	€1,750,000	€2,000,000	€1,950,000	€1,600,000
Quality/price ratio					