

This notice in TED website: <http://ted.europa.eu/udl?uri=TED:NOTICE:280648-2018:TEXT:EN:HTML>

**Italy-Verona: Research and experimental development services
2018/S 123-280648**

Contract notice – utilities

Services

Legal Basis:

Directive 2014/25/EU

Section I: Contracting entity

I.1) Name and addresses

Viveracqua scarl. This pre-commercial procurement (PCP) is carried out by Viveracqua who was appointed as lead procurer to coordinate and lead the joint procurement in the name and on behalf of the buyers group listed in I.1.

04042120230

Lungadige Galtarossa, 8

Verona

37133

Italy

Contact person: Alessia Duso

Telephone: +39 3428620746

E-mail: smartmet.procurement@viveracqua.it

NUTS code: ITH3

Internet address(es):

Main address: <http://www.smart-met.eu/>

Address of the buyer profile: <http://www.viveracqua.it>

I.1) Name and addresses

Consortio para la gestion de servicios medioambientales de la provincia de Badajoz (Promedio)

ESP0600044B

Calle Felipe checa, 23

Badajoz

06071

Spain

Contact person: Francisca Tena Medina

Telephone: +34 924220427

E-mail: smartmet.procurement@viveracqua.it

Fax: +34 924253161

NUTS code: ES431

Internet address(es):

Main address: <http://www.smart-met.eu/>

Address of the buyer profile: www.promedio.dip-badajoz.es

I.1) Name and addresses

Eau de Paris

510611056
19 rue Neuve Tolbiac
Paris
75013
France
Contact person: Olivier Roy
Telephone: +33 158063400
E-mail: smartmet.procurement@viveracqua.it
NUTS code: FR101
Internet address(es):
Main address: <http://www.smart-met.eu/>
Address of the buyer profile: www.eaudeparis.fr

I.1) **Name and addresses**

Syndicat des eaux et de l'assainissement Alsace Moselle (SDEA)
256 701 152
Espace Européen Entreprise – 1 rue de Rome
Strasbourg
67013
France
Contact person: Florian Simonin
E-mail: smartmet.procurement@viveracqua.it
NUTS code: FRF11
Internet address(es):
Main address: <http://www.smart-met.eu/>

I.1) **Name and addresses**

Compagnie Intercommunale Liegeoise des eaux (CILE) SCRL
BE 0202.395.052
rue Canal de l'Ourthe 8
Liege
4031
Belgium
Contact person: Bernard Michaux
E-mail: smartmet.procurement@viveracqua.it
NUTS code: BE332
Internet address(es):
Main address: <http://www.smart-met.eu/>

I.1) **Name and addresses**

Vivaqua
Bruxelles
Belgium
E-mail: smartmet.procurement@viveracqua.it
NUTS code: BE10
Internet address(es):
Main address: <http://www.smart-met.eu/>

I.1) **Name and addresses**

Fővárosi Vízművek Zrt. (Budapest Waterworks plc.)

01-10-042451

Váci út 23-27

Budapest

1134

Hungary

Contact person: Mr. Gábor TILL

E-mail: smartmet.procurement@viveracqua.it

NUTS code: HU110

Internet address(es):

Main address: <http://www.smart-met.eu/>

Address of the buyer profile: www.vizmuvek.hu

I.2) **Information about joint procurement**

The contract involves joint procurement

In the case of joint procurement involving different countries, state applicable national procurement law:

Italy

The contract is awarded by a central purchasing body

I.3) **Communication**

Access to the procurement documents is restricted. Further information can be obtained at: http://www.viveracqua.it/area_riservata.asp

Additional information can be obtained from the abovementioned address

Tenders or requests to participate must be submitted to the following address:

Viveracqua Scarl

04042120230

viale dell'Industria 23

Vicenza

36100

Italy

Contact person: Alessia Duso

Telephone: +39 3428620746

E-mail: smartmet.procurement@viveracqua.it

NUTS code: IT

Internet address(es):

Main address: <http://www.smart-met.eu/>

Address of the buyer profile: <http://www.viveracqua.it>

I.6) **Main activity**

Water

Section II: Object

II.1) **Scope of the procurement**

II.1.1) **Title:**

Horizon 2020 Research and Innovation Programme under Grant Agreement N° 731996 — Smart.Met

II.1.2) **Main CPV code**

73100000

II.1.3) **Type of contract**

Services

II.1.4) **Short description:**

The aim of this Pre-commercial Procurement (PCP) is the procurement of R&D (research and development) services involving risk-benefit sharing under market conditions and competitive development in phases, for the development of a new remote reader system for water meters, which ensures effectiveness, efficiency and interoperability and which is based on open standards.

This contract notice invites interested operators to submit tenders to a procurement.

This procurement is for R&D services to develop solutions to tackle the following common challenge: This contract is aimed to finding a new, efficient, interoperable economic system based on open standard (drinking) Water smart metering system.

This PCP procurement is a joint procurement by different procurers across Europe that are all facing the same common challenge and are thus looking for similar solution (so called "buyes group").

II.1.5) **Estimated total value**

Value excluding VAT: 3 240 000.00 EUR

II.1.6) **Information about lots**

This contract is divided into lots: no

II.2) **Description**

II.2.1) **Title:**

II.2.2) **Additional CPV code(s)**

II.2.3) **Place of performance**

NUTS code: IT

Main site or place of performance:

At least 51 % of the R&D services procured shall be performed within the EU Member States, or a country that is associated to H2020

II.2.4) **Description of the procurement:**

The procurement will take the form of a Pre-commercial procurement (PCP) under which R&D service contracts will be awarded to a number of R&D providers in parallel in a phased approach. This will make it possible to compare competing alternative solutions.

Each selected operator will be awarded a framework agreement that covers 3 R&D phases.

The 3 phases are:

- R&D up to solution design,
- R&D up to a prototype,
- R&D up to original development, validation and testing of a limited set of first products or services.

After each phase, intermediate evaluations will be carried out to progressively select the best of the competing solutions. The contractors with the best-value-for-money solutions will be offered a specific contract for the next phase. Testing is expected to take place in 5 different site locations, indicated to the bidders by the Lead procurers, each one in a different of the following country:

- France,
- Italy,
- Spain,
- Hungary,
- Belgium, [to ensure that a comparison of the performance between sites and solutions is possible, in particular test locations of the procurers and other additional test locations].

This testing may also serve as a first customer test reference for the contractors. The procurement is expected to start in 20.6.2018 and end in 30.6.2021. The selected operators will retain ownership of the Intellectual property rights (IPRs) that they generate during the PCP and will be able to use them to exploit the full market potential of the developed solutions i.e. beyond the procurers.

II.2.5) **Award criteria**

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.6) **Estimated value**

II.2.7) **Duration of the contract, framework agreement or dynamic purchasing system**

Start: 28/06/2018

End: 30/06/2021

This contract is subject to renewal: no

II.2.10) **Information about variants**

Variants will be accepted: no

II.2.11) **Information about options**

Options: no

II.2.12) **Information about electronic catalogues**

II.2.13) **Information about European Union funds**

The procurement is related to a project and/or programme financed by European Union funds: yes

Identification of the project: Horizon 2020: EU project 731996 - SMART.MET

II.2.14) **Additional information**

Participation in the open market consultation that was held as part of the preparation for this procurement is not a prerequisite for submitting a tender. This procurement is exempted from the WTO Government procurement agreement (GPA), the EU public procurement directives and the national laws that implement them. The procurement will follow the procedure described in the tender documentation.

Section III: Legal, economic, financial and technical information

III.1) **Conditions for participation**

III.1.1) **Suitability to pursue the professional activity, including requirements relating to enrolment on professional or trade registers**

List and brief description of conditions:

Please see the Call for tender artt:

3.1 Eligible tenderers, joint tenders and subcontracting,

3.2 Exclusion criteria,

3.3 Selection criteria,

3.4 Compliance criteria.

III.1.2) **Economic and financial standing**

List and brief description of selection criteria:

Please see the Call for tender artt:

3.1 Eligible tenderers, joint tenders and subcontracting,

3.2 Exclusion criteria,

3.3 Selection criteria,

3.4 Compliance criteria.

III.1.3) **Technical and professional ability**

List and brief description of selection criteria:

Please see the Call for tender artt:

- 3.1 Eligible tenderers, joint tenders and subcontracting,
- 3.2 Exclusion criteria,
- 3.3 Selection criteria,
- 3.4 Compliance criteria.

III.1.4) **Objective rules and criteria for participation**

III.1.5) **Information about reserved contracts**

III.1.6) **Deposits and guarantees required:**

A deposit must be provided before the conclusion of the Contract for each phase. The insured amount must be equal to 10 % of the contract amount.

See art. 4.5 Call for tender.

III.1.7) **Main financing conditions and payment arrangements and/or reference to the relevant provisions governing them:**

Payment schedule for Phase 1 will be:

- 10 % at the beginning of Phase 1,
- 90 % after completion of the solution design and feasibility studies (Phase 1).

Payment for Phase 2 will be split in 2 parts: 20 % at the assignment to Phase 2 and 80 % at the end of Phase 2, after the end of Phase 2 Report has been approved.

Payment for Phase 3 will be split in 2 parts: 30 % at the assignment to Phase 3 and 70 % after inspection and testing of test series products developed during Phase 3, after the End of Phase 3 Report has been approved. See art. 5.5 Call for tender.

III.1.8) **Legal form to be taken by the group of economic operators to whom the contract is to be awarded:**

III.2) **Conditions related to the contract**

III.2.1) **Information about a particular profession**

III.2.2) **Contract performance conditions:**

See art. 3.4 lett. c of the Call for tender:

§ at least the [51]% of Research and Development services of each phase, shall be performed within the European Union Member States and countries associated to Horizon 2020;

§ sub-contracting shall be limited to a maximum 30 % of the R&D services under the Framework Agreement;

§ full compliance with the requirements on Research and development Services as defined in the most recent version of the Frascati Manual (Proposed Standard Practice for Surveys on Research and Experimental Development OECD, 6th Edition, 2002, ISBN 978-92-64- 19903-9, pp 29-50) and, where applicable, its latest annexes shall be ensured throughout the entire duration of the framework agreement;

III.2.3) **Information about staff responsible for the performance of the contract**

Obligation to indicate the names and professional qualifications of the staff assigned to performing the contract

Section IV: Procedure

IV.1) **Description**

IV.1.1) **Type of procedure**

Open procedure

IV.1.3) **Information about a framework agreement or a dynamic purchasing system**

The procurement involves the establishment of a framework agreement

Framework agreement with several operators

IV.1.4) **Information about reduction of the number of solutions or tenders during negotiation or dialogue**

IV.1.6) Information about electronic auction

IV.1.8) Information about the Government Procurement Agreement (GPA)

The procurement is covered by the Government Procurement Agreement: no

IV.2) Administrative information

IV.2.1) Previous publication concerning this procedure

Notice number in the OJ S: [2017/S 106-213642](#)

IV.2.2) Time limit for receipt of tenders or requests to participate

Date: 20/09/2018

Local time: 12:00

IV.2.3) Estimated date of dispatch of invitations to tender or to participate to selected candidates

IV.2.4) Languages in which tenders or requests to participate may be submitted:

English

IV.2.6) Minimum time frame during which the tenderer must maintain the tender

IV.2.7) Conditions for opening of tenders

Date: 24/09/2018

Local time: 10:00

Section VI: Complementary information

VI.1) Information about recurrence

This is a recurrent procurement: no

VI.2) Information about electronic workflows

VI.3) Additional information:

Access to the procurement documents is restricted.

Participants should connect to this link (http://www.viveracqua.it/area_riservata.asp) using the following credentials:

Codice invito: smart.met.EU

Password: 3YFA55257J54

Ownership of the results (foreground), pre-existing rights (background) and side-ground (including intellectual and industrial property rights)

All Pre-existing rights (Background IPR) and sideground IPR remain the property of the Party introducing the same (the Lead procurer, Smart.Met Procurers or any third party supplier that owns it) and nothing contained in the Framework Agreement or any license contract pertaining or pursuant to the Project shall affect the ownership rights of either party (or any third party) in its Pre-existing rights.

The Contractor shall within [2] weeks of the signing of the Framework Agreement provide the Lead procurer with (i) full information in writing about what relevant and significant Intellectual property rights it (and/or any of its subcontractors) holds or is using or has access to (e.g., via its sub-contractors) at the date of the Framework Agreement that pertains or may pertain to the Smart.Met PCP Project or any part thereof and (ii) a list of the software necessary for the operation of the prototype and first test series products that will be developed during the PCP, specifying which software is closed source software. An updated list (to the extent necessary) must be provided with each proposal for the next Phase. The contractor must duly inform the Lead procurer about the generation of/changes in pre-existing rights and Side-ground within [5] days from the generation /change.

The contractor shall, upon request of the Lead procurer or any of the Smart.Met Procurers, provide the latter non-exclusive license to use the relevant and significant Pre-existing (Background) IPR rights that are needed for using the Results and for the purpose of executing the Project as well as for non-commercial research

purposes, including (clinical) trials set up to test the validity of the Results. Such licensing shall be done on fair, reasonable and non-discriminatory (Frاند) terms.

The Results and Intellectual property rights generated by the contractor in the course of this agreement (Foreground IPR) shall belong to the contractor. The contractor will provide each of the Smart.Met Procurers an irrevocable, indefinite, worldwide, royalty-free, non-exclusive license to use, non-commercially and at no additional cost, all Project results, including project Intellectual Property rights of what has been achieved with regard to the implementation of the solution design (Phase I), the prototype development (Phase II) and the original development of a limited volume of first products (Phase III). In case of Results that constitute software, the non-commercial research license will extend to all updates and upgrades thereof during the trials set up to test the validity of the Results.

If the Contractor (or any of its sub-contractors) generates Project intellectual property rights, whether the contractor (or sub-contractors) intends to file for protection of it or not, the contractor shall, within 30 days from such generation, inform the Lead procurer about the contents of such Project intellectual property rights.

The project intellectual property rights shall remain vested within the contractor. Subject to next point 7 "Commercial exploitation of results", the Lead procurer or any of the Smart.Met Procurers shall enjoy the right to require the contractor, upon express request from the Lead procurer, to transfer the ownership of the results to the Lead procurer free of costs or to grant non-exclusive licenses to third parties on the results and Foreground IPR developed in the Project, at fair and reasonable market conditions. The contractor and these third parties are responsible for establishing the fair market conditions.

VI.4) **Procedures for review**

VI.4.1) **Review body**

Tribunale Amministrativo Regionale Per il Veneto
Cannaregio, 2277
Venezia
30121
Italy

VI.4.2) **Body responsible for mediation procedures**

VI.4.3) **Review procedure**

Precise information on deadline(s) for review procedures:

The procurement is exempted from the EU public procurement directives (including the EU procurement remedies directives 89/665/EEC and 92/13/EEC — see above) and the national laws that implement them. Publication of this notice in the Official Journal is not to be understood as a waiver of this exemption by the Contracting Authority.

VI.4.4) **Service from which information about the review procedure may be obtained**

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

27/06/2018