

EUSPA/OP/18/24
***“Galileo Reference Centre (GRC) Facilities Management and Logistics (FML)
Services”***

Annex I to the Invitation to Tender (ITT)
“Tender Specifications”

(update after Corrigendum no 3)

Ref.: EUSPA/OP/18/24

Issue: 1 Rev 0

Date: **25/02/2025**

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1 Overview

The present Tender Specifications (TS), attached to the Invitation to Tender (ITT), complement the information contained in the Contract Notice with further information on the procurement procedure and scope.

1.1 Context of the Tender

The European Union Agency for the Space Programme (hereinafter referred to as 'EUSPA', 'the Agency' or 'the Contracting Authority') is a European Union decentralised agency whose mission is to contribute to the European Union Space Programme. EUSPA replaces and succeeds the European GNSS Agency formed by the European Union to accomplish specific tasks related to the European GNSS programmes (including Galileo and EGNOS).¹ EUSPA takes on increased responsibilities not only for Galileo and EGNOS, but also for other EU Space Programme components, including Copernicus, GOVSATCOM and Space Situational Awareness (SSA).

Galileo is an autonomous European satellite radio navigation system which is interoperable with other existing GNSS systems, in particular the Global Positioning System (GPS). Galileo provides a number of services through a combination of capabilities of the core system components (GCS/GMS/SSEG) and interfacing entities: Support Facilities, Service Facilities, and External Entities. Overall, Galileo consists of two main segments:

- The Galileo Space Segment, and
- The Galileo Ground Segment.

The Galileo Reference Centre (GRC) forms one component of the Galileo Ground Segment. Fulfilling its role as a service facility, located in Noordwijk (the Netherlands), the primary mission of the GRC is to perform independent monitoring of the Galileo Services and to report it to the relevant stakeholders. It provides the Contracting Authority, as the Galileo Service Provider, with an independent means of evaluating the performance of the Galileo Service Operator (GSOp) and the quality of the signals in space. It is fully independent of the Galileo system and the GSOp with respect to both the technical solution (hardware, software, reference products, etc.) and operations. The GRC also assesses the compatibility and interoperability between Galileo and other GNSS as well as performs campaign-based monitoring and experimentation through cooperation with EU Member States and other Cooperating Entities.

Further information can be found on the Agency's web site at <http://www.euspa.europa.eu/>.

The GRC is located in Noordwijk, the Netherlands at the Space Business Park on a site that is termed ESTEC II. The site is provided by the Kingdom of the Netherlands' Ministry of Infrastructure and Water Management, known hereafter as the 'Hosting Entity' or 'HE'.

The objective of this Invitation to Tender is to conclude one Framework contract (hereinafter referred to as "the Contract", "Framework Contract", or "FWC") for the provision of Facilities Management and Logistics services for the GRC, as described in present Tender Specifications.

The GRC building, circa 1,400 square meters over two floors, comprises of approximately 25% technical rooms (including laboratory), 15% operational rooms, 25% office space, 25% communal staff areas and reception facilities, and 10% meeting and conference facilities. The GRC includes offices for a number of EUSPA staff, consultants, and contractors that are all working to support the European Space Programmes. In addition to

¹ Regulation (EU) 2021/696 of the European Parliament and of the Council of 28 April 2021 establishing the Union Space Programme and the European Union Agency for the Space Programme and repealing Regulations (EU) No 912/2010, (EU) No 1285/2013 and (EU) No 377/2014 and Decision No 541/2014/EU

the internal building facilities, the GRC has a gated area of land that includes the moat around the building and on-site parking facilities that amounts to over 6,000 square metres of space. More details on the GRC facility, which is the site to be managed and maintained through this procurement, shall be handed over to the new contractor and can be found in the Due Diligence documentation (Annex I.I); the tenderers will be able to further confirm status by means of a site visit.

1.2 Purpose of the Invitation to Tender

The scope of this procurement covers the provision of Facilities Management and Logistics (FML) Services for the Galileo Reference Centre. The FML Services are described in more detail later on and are summarised by the following, non-exhaustive, set of elements that are aimed at ensuring the overall operability and/or business continuity of the GRC:

- a. Ensure the management and distribution of the building utilities (electricity (including National Grid (mains), no-break, and short-break), water, internet (including Local Area Network (LAN) infrastructures), etc.);
- b. Maintenance of the GRC building facilities, installations, and systems including relevant maintenance coordination with the Hosting Entity (HE) (see Section 2.2.1.3.4.2);
- c. Provision of a Service Desk that responds to user generated tickets, and building alarms and incidents (see Section 2.2.2.1);
- d. Provision of Cleaning Services (see Section 2.2.2.3);
- e. Provision of Groundskeeping Services (including interior plantings, both in the building and within the walled patios) (see Section 2.2.2.4);
- f. Update of relevant building documentation based on any changes the Contractor performs to the overall design of the GRC site, its surroundings, or any related infrastructure relevant to the building management and use (see Section 2.2.1.3.4).
- g. Small procurement services of a limited scope (see Section 2.2.2.5);
- h. Providing on-site logistics support in the assistance of hosting events;
- i. Handback of activity at the end of the contract.

The on-site services provision are to be ensured by the FML Manager and/or deputy or Maintenance Manager, as relevant, as follows:

1. On-site, ensuring a minimum of 4 hours presence, between the hours of 08:00 and 17:00 during working days, at least three days a week², the Contractor may propose a greater on-site presence than the minimum,
2. On-call in case of incident with critical infrastructure (see Section 2.2.2.2.1.4),

² The Contractor's attention is brought to the fact that the building opening hours are nominally between 07:00 and 20:00 on working weekdays; on-site presence of the on-site FML staff shall be ensured during the hours defined under point 1.

3. Out-of-hours for support with a defined notice period (see Section 2.2.1.4.1.2). In addition, the Contractor shall monitor the building systems, and report monthly on the systems and services via a set of Key Performance Indicators (KPIs).

1.3 Name and form of procurement procedure

Name:	EUSPA/OP/18/24 – Galileo Reference Centre (GRC) Facilities Management and Logistics (FML) Services
Procedure:	Open Procedure in accordance with Article 167(1)(a) of Regulation (EU, Euratom) 2024/2509 on the financial rules (hereinafter ‘Financial Regulation’ or ‘FR’) ³ for procurement of services via the signature of a single Framework Contract (“FWC” or “Contract”).
Lots:	Not applicable.

1.4 General Conditions

- Tenderers are required to accept all the terms and conditions set out in the Invitation to Tender, Tender Specifications and Draft Contract, as well as their Annexes. Tenderers are required, where appropriate, to waive their own general or specific terms and conditions.
- The terms and conditions set out in the Invitation to Tender, Tender Specifications and Draft Contract, as well as their Annexes, shall be binding on the tenderer to whom the contract is awarded, throughout the duration of the said contract.
- The tender will have to fulfil the conditions of submission set out in Section 5 of these Tender Specifications.
- When drawing up the tender, the Tenderer should keep the provisions of the Draft Contracts in mind and will have to fulfil the conditions of submission set out in Section 5 of these Tender Specifications;
- The Invitation to Tender, its Annexes, the Draft Contract and any subsequent associated documents to be issued by the EUSPA in the course of this procurement process are in no way binding on the EUSPA. The EUSPA’s contractual relationship commences only upon signature of the Contract with the successful Tenderer.
- Until the signature of the Contract, the EUSPA may decide to abandon the procurement or cancel the award procedure. Such actions shall not entitle the Tenderer to claim any compensation.
- Any attempt by a Tenderer to obtain confidential information, enter into unlawful agreements with competitors, or influence the evaluation committee or the Contracting Authority during the process of examining, clarifying, evaluating, and comparing tenders will lead to rejection of his tender and may result in administrative penalties.

³ Regulation (EU, Euratom) 2024/2509 of The European Parliament and of The Council of 23 September 2024 on the financial rules applicable to the general budget of the Union (recast) repealing Regulation (EU, Euratom) 2018/1064 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union.

- By submitting a Tender, the Tenderer provides its unconditional and irrevocable consent to the Agency to use any information contained in the tender in legal proceedings related to procurement regardless of the parties involved to the extent as necessary or appropriate for due protection of Agency's rights. Should the Agency use the content of the tender for this purpose, the Tenderer waives any claim for any compensation of any kind whatsoever or any claim related to confidentiality and/or data protection.
- The Contracting Authority reserves the right to supplement, vary, terminate or otherwise amend the tendering process, to the extent allowed under applicable procurement rules and without any liability for financial compensation to the Tenderers.

1.5 Transfer of undertakings

Tenderers are informed that the activities/services constituting the subject matter of this tender are currently performed by an incumbent Contractor. In case of a change of Contractor as a result of the present tender, the tenderers shall assess the applicability of the Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses, or parts of undertakings or businesses, as implemented in the relevant national legislation(s). Any risk or impact stemming from the application of the above-mentioned legislation shall be entirely allocated to the Contractor and shall be taken into consideration in the formulation of the offer.

1.6 Applicable Rules

The legal context of this procurement procedure is given for indicative and non-exhaustive purposes by the following documents:

- Regulation (EU) No 2021/696 of the European Parliament and the Council of 28 April 2021 establishing the Union Space Programme and the European Union Agency for the Space Programme and repealing Regulations (EU) No 912/2010, (EU) No 1285/2013 and (EU) No 377/2014 and Decision No 541/2014/EU (hereinafter "Space Regulation");
- Council Decision 2013/488/EU on the security rules for protecting EU classified information;
- Commission Decision (EU, Euratom) 2015/443 of 13 March 2015 on Security in the Commission;
- Commission Decision (EU, Euratom) 2015/444 of 13 March 2015 on the security rules for protecting EU classified information.

The procurement procedure will be carried out in accordance with the rules of:

- Financial Regulation ('FR')⁴;
- EUSPA Financial Regulation.⁵

⁴ Regulation (EU/EURATOM) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012.

⁵ European GNSS Agency Financial Regulation 2019 adopted by its Administrative Board on 16 August 2019.

In the general implementation of its activities and for the processing of tendering procedures in particular, regarding confidentiality, personal data treatment and public access to documents, the EUSPA observes the following rules:

- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);
- Regulation (EU) No 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC, and;
- Council Regulation (EC) No 1049/2001 of 30 May 2001 regarding public access to European Parliament, Council and Commission documents.

Important note: The legal acts listed above are provided to set the overall framework and for indicative purposes only. It shall be the Contractor’s duty and corresponding sole responsibility to comply and ensure full compliance with all applicable laws of any part of performance under the FWC contemplated to be awarded as a result of the current procurement procedure.

1.7 Procurement Schedule

Tenderers are informed that the timeline indicated below is purely indicative and that EUSPA reserves the right to modify – extend or shorten such timeline as the case may be.

Table 1: Procurement Schedule

Timetable	Date	Comments
Launch of procurement process - submission for publication of contract notice to the supplement to the EU Official Journal by EUSPA.	08/11/2024	All documents of the Invitation to Tender available at: Funding & Tenders (F&T) Portal https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/opportunities/tender-details/51755fc4-2bf3-4e9e-b73e-91151d381c11-CN#anchorDocuments
Deadline for submission of signed (Standard) Non-Disclosure undertaking (hereafter referred to as 'NDU'), company register excerpts and request to access proprietary	05/12/2024 (recommended)	Details for the request procedure and required documents are provided in Section 1.9, below. The economic operators are advised to abide by the deadline specified herewith

Timetable	Date	Comments
information relevant for the tender preparation		in order to have enough time for the preparation of their tender.
Due Diligence Site Visit to GRC	14/01/2025	Request to be sent in writing only to: tenders@euspa.europa.eu
Deadline for requests of clarifications	04/03/2025 11/03/2025 Corrig.3	Clarification requests to be sent in writing only through the above-mentioned F&T Portal link in the “Question and answers” tab, by clicking “Create a question”.
Last date on which clarifications may be issued by EUSPA.	07/03/2025 14/03/2025 Corrig.3	All clarifications will be published at the above-mentioned F&T Portal link. Tenderers are invited to check the above-mentioned F&T Portal link on a regular basis.
Deadline for submission of tenders.	12/03/2025 19/03/2025 ^{Corrig3} at 23:59 CET	According to conditions of submissions set out in Section 5 of these specifications.
Opening session	13/03/2025 20/03/2025 ^{Corrig3} at 16:30 CET	As per Section 5.9 of these specifications.
Evaluation session	March-June 2025 (estimated)	The estimated date is only indicative, it may be changed and it is not binding on the Contracting Authority.
Award decision	July 2025 (estimated)	The estimated date is only indicative, it may be changed and it is not binding on the Contracting Authority.
Standstill period	According to Annex I FR, Point 35.1, 10 days from the day after the simultaneous dispatch of the notifications to successful and unsuccessful tenderers by electronic means.	
Signature of Contract	July 2025 (estimated)	The estimated date is only indicative, it may be changed and it is not binding on the Contracting Authority

Timetable	Date	Comments
Kick-off of Contract	July 2025 (estimated)	The estimated date is only indicative, it may be changed and it is not binding on the Contracting Authority

1.8 Due Diligence

The Contracting Authority will make available, to any Tenderer who complies with the process for access to proprietary information (see Section 1.9 below), the set of due diligence documents listed in Annex I.I and Annex I.O in order to ensure, as far as possible, a level playing field of information and fair competitive conditions. The documentation will contain information related to the current FWC for the provision of FML Services to the GRC.

In addition, the Contracting Authority is envisaging to hold a site visit for all Tenderers (including any subcontractors they deem necessary to invite) to the GRC in Noordwijk, the Netherlands. Interested parties should indicate their intention to attend the site visit when submitting their request for access to proprietary information. Tenderers and their subcontractors will be advised of the information required to be submitted for participation to the visit prior to the date outlined in Section 1.7 above.

1.9 Submission of Non-Disclosure Undertaking (NDU): Access to Proprietary Information during the tender

The Contracting Authority and the Tenderer (including any consortium member and subcontractor) participating in this procurement procedure shall treat with confidentiality any information and documents, disclosed in any form, in writing or orally, in relation to the procurement procedure.

Before the (advisable) deadline indicated above in Section 1.7, the prime Tenderer or the consortium coordinator may request access to the proprietary information [contained in Annex I.I and Annex I.O to the present tender specifications] which is relevant for drafting the tender.

The NDU must be signed only by the prime Tenderer or the consortium coordinator. The prime Tenderer or the consortium coordinator, with the signing of the NDU, further irrevocably and explicitly declares to ensure that the provisions under the NDU shall apply wholly and unconditionally to any members of the Tenderer's team or the consortium and/or to any of the subcontractors and any personnel it may draw on for the preparation of the tender proposal.

For this purpose, they shall each submit:

1. NDU using the form attached in Annex I.G;
2. Legal Identification Form (the "LEF", see section 4.4.1) and the supporting documents indicated in the LEF (for more lots together if relevant);
3. Proof that the person signing the NDU is authorised to represent the Prime Tenderer/Consortium Coordinator.

If possible, Tenderers should submit the above mentioned NDU documents electronically to tenders@euspa.europa.eu.

Please note that the NDU (Annex I.G) must be signed

- either electronically with a Qualified Electronic Signature (QES) of the Tenderer. This electronic signature must be provided by a provider which has a qualified status granted by a national competent authority of an EU Member State and which is listed in the national eIDAS Trusted Lists and the EU List of eIDAS Trusted Lists (LOTL) (available at <https://esignature.ec.europa.eu/efda/home/#/screen/home>).
- or with blue ink, with the original provided to EUSPA by post mail, express mail, commercial courier or hand-delivery to the following address:

European Union Agency for the Space Programme (EUSPA)
Procurement and Legal Department
Non-Disclosure Undertaking under procurement procedure EUSPA/OP/18/24
Janovského 438/2
170 00 Prague 7
Holešovice, Czech Republic

In parallel, the tenderers shall send a scan of the original to tenders@euspa.europa.eu (including a scan of the blue-ink signed NDU), to allow a faster treatment of the request, together with a proof of dispatch of the originals.

Only entities which, according to the submitted Legal Identification Form and supporting documents, are established in a Member State of the European Union are eligible to receive Proprietary Information. This does not prejudice the verification of the specific participation conditions subject to Section 3.1.1 to be performed separately against the tenderers. In addition, the proprietary information are only available to potential tenderers or subcontractors. The Contracting Authority reserves the right to refuse the access to the Proprietary Information to entities which cannot provide sufficient evidence of capability to perform the contract(s).

Before disclosure of Proprietary Information to their subcontractors, the Tenderer shall ensure that such subcontractors:

- have proven need to know for the purpose of participation / supporting Tenderer's offer for the present tender;
- are bound by provisions equally onerous to those of the NDU signed by them, and
- fulfil the conditions of the present tender specifications.

The Agency may request submission of the NDU signed by the subcontractors for verification.

Without prejudice to further legal measures, exchange of any proprietary and/or classified information subject to NDU with any person who has not previously signed the relevant NDU may lead to exclusion from the procurement procedure under the discretion of the Contracting Authority.

Agreements previously signed by economic operators for access to the proprietary and/or classified information not related to this procurement are not regarded as fulfilling the present NDU's requirements.

2 Envisaged Contractual Approach

The objective of this procurement is to conclude a single supplier service FWC with a maximum duration of four (4) years, as described in Section 2.1.3. The scope of the FWC is Facilities Management and Logistics (FML) services provision as specified in these Tender Specifications and their Annexes.

The services required shall be provided under the sole responsibility of the Contractor on the basis of the instructions given to it by EUSPA.

The FWC shall be implemented through Specific Contracts (SCs), in line with the essential terms established at FWC level. EUSPA envisages to sign two such SCs during the execution of the FWC for the nominal service provision. Initially it is foreseen to conclude SC1 along with the signature of the FWC, where SC1 shall be defined as follows:

- SC1: “*Facilities Management and Logistics (FML) Services*” shall cover all the activities described in Section 2.3 “*Specific Contracts Technical Terms of Reference*”;

In addition to SC1, the Contracting Authority intends evaluate the remainder of the service provision through means of an automatically calculated service provision scenario for SC2, which can be found in Annex I.F and form part of the overall Total Price for Evaluation Purposes of the Tender.

The FWC activities shall be priced on a Fixed Unit Price (FUP) basis as per Annex I.F.

2.1 Main Contractual Provisions

2.1.1 Ceiling Volume of the Contract

The indicative ceiling estimated for the maximum duration of the FWC is 4,000,000.00 EUR (four million euros). This budget is only indicative; it will be subject to budget allocations given to the Agency. This budget is expected to be proportionally distributed between the three envisaged specific contracts.

Payment of utilities and local services, as specified in Section 2.2.1.4.8.1 below, is subject to cost reimbursement. The maximum ceiling for reimbursement is 1,050,000 EUR (one million fifty thousand euros) and is included within the ceiling volume of the contract indicated above.

The EUSPA reserves the right to launch an exceptional negotiated procedure for new services with the same contractor in case of need, as foreseen in Article 167(5)(f) in connection with point 11.1(e) of Annex I of FR. The maximum additional value of new services would be 50% of the initial value of the contract.

2.1.2 Place of Performance

The services under ‘General Requirements and Contract Management’ (see Section 2.2.1) shall be provided at the Contractor’s premises unless they are combined with the duties of one of the Contractor’s personnel providing services on-site at the GRC (i.e., Facility and Logistics Manager (or deputy) or Maintenance

Manager)⁶. In that case, the services may be provided from the GRC. Alternatively, they may be provided from another location, as agreed with the Contracting Authority.

The following services shall be provided on-site at the Galileo Reference Centre (GRC) in Noordwijk, the Netherlands, unless specifically agreed otherwise with the Contracting Authority:

- Section 2.2.1.3.4.2: Maintenance Services
- Section 2.2.2.3: Cleaning Services
- Section 2.2.2.4: Groundskeeping Services
- Section 2.2.2.6: IT Configuration

In addition, the Contractor may propose to perform specific elements of the following services on-site at the GRC, where relevant:

- Section 2.2.2.1: Facility Service Desk
- Section 2.2.2.5: Procurement and Supply Services

2.1.3 Duration

The expected duration of the Framework Service Contract is 48 months from the signature of the Contract (4 years maximum).

The duration of the specific contracts is expected to be as follows:

- SC1: 24 months;
- SC2: 24 months.

2.1.4 Language of the Contract

English shall be the working language of the Contract including all correspondence with the Contracting Authority. Therefore, all proposed personnel should have an appropriate level of English as detailed in Minimum Requirements (see relevant criteria in section 4.5) This is without prejudice to the Language proficiency requirements specified per role in Section 2.2.1.5.1.

EUSPA reserves the right to request certificates issued by an officially recognised institution or equivalent proof of knowledge of English.

⁶ A reminder that the total effort of one member of the Contractor's personnel cannot exceed 1.0 FTE, where 1.0 FTE is taken to be 8 hours per day 220 days per year (i.e. 1,760 hours in any given year).

2.2 Framework Contract Technical Terms of Reference

2.2.1 General Requirements and Contract Management

2.2.1.1 Health, Safety, and the Environment

The Contractor is required to comply with the local and European laws and regulations in force, particularly with regard to Health, Safety, and the Environment, and take all the measures necessary for the proper performance of the services covered by the Contract. To this end, the Contractor is required to implement health and safety protection measures in accordance with the laws and regulations in force, including the EUSPA Health and Safety Policy of the Agency, see Annex I.I. Compliance with these laws and regulations in force is the sole responsibility of the Contractor, in this respect, the personnel assigned to carry out the tasks by the Contractor - whether subcontracted or not - must be duly authorised and trained in accordance with the laws and regulations in force.

The contractor guarantees that the services will be carried out using environmentally friendly means, that the performance of the services will not constitute a danger to public health, and that they will comply with the legal and regulatory requirements in force.

The Contractor may only make use of products or implement services that may affect any person other than those of the Contractor with the prior agreement of the Agency after having set out the risks and the protective measures to be implemented so as to avoid such risks.

The Contractor must ensure that its Employees comply with the internal rules established by the Agency applicable to all persons entering or staying on EUSPA premises. These rules include, in particular, the rules applicable to Health, Safety and the Environment at work and may change in the future. These rules will be provided to the Contractor.

2.2.1.1.1 Eco-Management and Audit Scheme (EMAS)

The Agency is committed to minimising the environmental impact of its day-to-day activities and to promoting an environmentally responsible approach to purchasing, within the framework of the European Eco-Management and Audit Scheme (EMAS), a management tool developed by the European Commission to enable companies and other organisations to assess, report, and improve their environmental performance.

Consequently, the Contractor must also minimise the environmental impact of its activities (e.g. reduced consumption of water, reduced energy consumption or use of energy from sustainable and renewable sources, reduced production waste, increased use of reusable or recyclable materials, etc.) and advise EUSPA on how to contribute to safeguarding the environment (in particular, it must alert EUSPA if certain requests would be illegal under the applicable legislations).

2.2.1.1.1.1 Support to Environmental Audits

The Contractor shall provide any information requested concerning the environmental aspects of its services at no extra cost and within 15 working days of the Agency's request. The types of information that may be requested include (but not necessarily limited to):

- Consumption monitoring, as per Section 2.2.1.4.8.2,
- Waste records, as per Section 2.2.1.4.8.3,

- Cleaning products used within the building, as per Section 2.2.2.3.4,
- Groundskeeping products used, as per Section 2.2.2.4.4.

2.2.1.2 Conduct and Professionalism

2.2.1.2.1 GRC House Rules

The Contractor and their staff shall be obliged to adhere to the GRC House Rules at all times, any changes to these rules shall be communicated to the Contractor accordingly. Therefore, it is the responsibility of the Contractor to ensure that their staff working at or visiting the GRC site are well versed in the rules they shall follow. The current version can be found as part of Annex I.I (available after NDU, see Section 1.9).

2.2.1.2.2 Contractor’s Code of Conduct

The Contractor’s on-site staff shall be visible to both the Agency, its suppliers, and its visitors to the GRC. Therefore, the appearance and attitude of the proposed staff must be impeccable. Politeness, discretion, and helpfulness will be required. In this regard, Tenderers must include their full code of conduct in their tender.

2.2.1.3 Management Organisation

The Contractor shall implement and maintain an appropriate organisation in order to manage and adequately control all the activities (including finances) of the contract, any subcontractors, local utility and service providers, and to ensure the interface to the Contracting Authority.

2.2.1.3.1 Review of Performance

The Agency will review the performance of the Contractor through the reviews defined in Table 2.

2.2.1.3.2 Milestones and Meetings

The Contractor shall organise and participate to the milestone reviews and status meetings under each specific contract according to reviews in Table 2.

Table 2: SC Milestone Reviews and Status Meetings Overview

Review / Meeting	Milestone / Meeting ID	Major Outcomes
Kick-off Meeting	KOM	Kick-off of the activities of the Specific Contract to determine the terms of execution of the contract and authorisation to proceed.
Monthly Status Meetings	MSM#i (i = 1, ..., n)	Monthly Status Meetings are organised between the staff of Contractor and the delegated personnel of the Contracting Authority summarise the events of the month, coordinate on-going activities, and report on the monthly KPIs.
Specific Contract Close Out	SCCO	The Specific Contract Close Out review takes the place of the final MSM of the Specific

Review / Meeting	Milestone / Meeting ID	Major Outcomes
		Contract and culminates in the closure of the specific contract.

2.2.1.3.2.1 Kick-off Meeting (KOM)

The Contractor shall organise the Kick-off Meeting (KOM) for each specific contract. The main objectives of the KOM shall be:

- a) Presentation of the contract major milestones and objectives;
- b) Presentation of the Contractor Team and the Contracting Authority Team;
- c) Agreement on open issues and TBCs prior to starting work.

2.2.1.3.2.2 Monthly Status Meetings (MSM)

The Contractor shall organise Monthly Status Meetings (MSM). The main objectives of each MSM shall be:

- a) Assessment, by the Agency, of the Contractor's performance during the previous month.
- b) Discussion of the content, particularly incidents or non-conformances, of the Monthly Report (see Section 2.2.1.3.3).
- c) Agree events for the coming period.

2.2.1.3.2.3 Specific Contract Close Out (SCCO)

The Contractor shall organise a final review for each specific contract, called the Specific Contract Close Out. This review shall aim at concluding the specific contract and ensuring that all activities have been performed sufficiently. The review shall include a Lessons Learned that can be taken forward, where required, to the next specific contract with an aim of improving the services.

2.2.1.3.2.4 Other Meetings

The Contractor shall participate to the meetings required for the Handback of activity at the end of the framework contract, see Section 2.2.1.6.

Additionally, if requested, the Contractor shall participate to other meetings that relate to the activities contained within these tender specifications. Such meetings will relate to the coordination of activities between the Agency and any other relevant third-party (such as other suppliers to the Agency that are deploying infrastructure, the Hosting Entity, or the contractors performing the security guarding at the GRC). Any request will be provided with sufficient notice for the Contractor to prepare and ensure that they can attend and support as required and is not envisaged to involve more than one or two hours per month four times a year.

Note: These meetings are not replacing any responsibility the Contractor has for the coordination of maintenance with the Hosting Entity.

2.2.1.3.3 Monthly Reporting

The Contractor shall prepare a monthly report that is to be delivered a maximum of 7 working days after the end of the previous month and minimum of 5 working days prior to the corresponding Monthly Status Meeting (MSM). The main purpose of the Monthly Report shall be to allow the Agency to assess the Contractor's performance and it shall serve as a basis for performance related subjects to be addressed as well as a conduit to capture the key events and incidents of the previous month. Each monthly report shall contain, as a minimum, the following:

- a) A table listing the personnel assigned to the GRC (including those that are permanent GRC badge holders and are personnel from service providers that are regular and listed visitors).
- b) All relevant information pertaining to the facilities and logistics events and incidents that have occurred in that month; the relevant information shall be considered to include at least elements required for assessment of the Contractor's obligations and KPI calculation.
- c) The set of actions and known events anticipated for the following month.
- d) An update of previous action item lists, risk register, or problem / incident lists.
- e) Maintenance planning for all preventative maintenance and periodic inspection tasks covering at least a three-month (quarterly) sliding-window.
- f) Detail and delivery of any building related documentation that has been updated as a result of any changes to the GRC building and administrative infrastructure.
- g) Reporting on the monthly KPIs including detailed calculation of each clearly showing the values used.
- h) Where appropriate, the justifications and explanations for the KPI non-compliance and a set of proposed corrective actions to reduce the risk of future non-compliance.
- i) Calculation of the final price of services for the month that deducts any financial penalty as a result of unfulfilled KPIs.
- j) Details of any non-conformity that exists or has arisen in relation to the contract. In such instances, the Contractor shall explicitly specify the action plan that it intends to implement and the timeframe envisaged for correcting the non-conformity.
- k) A list of all deliverables made, or under preparation, including the dates of delivery or intended delivery.
- l) Reporting on the use of any management reserve (if applicable) or any open requests made to the Agency in this regard.
- m) Any lessons learned from the past period of service provision and suggestions for improvement.

Note: *The Contractor shall continuously collect all the data required for the measurement of the Key Performance Indicators (KPIs). The calculations for the FML Services are provided in greater detail in Annex I.J.*

Note: *The Tenderer is requested to propose in their tender a template/example of each of the required reports for purposes of evaluation.*

The monthly report shall be delivered in both PDF and Word format and shall be readable, correct, and professionally formatted.

Additional documentation to support the monthly report, such as: Excel tables, invoices, subcontractor reports, etc. may be delivered as annexes (as appropriate) to the main document.

2.2.1.3.4 Facility Documentation

Throughout the execution of the contract, the Contractor shall produce and/or maintain the documentation under their responsibility and provide inputs when relevant/requested to other documentation related to the GRC facility, as summarised in Table 3 and detailed in the following sub-sections. All first versions of the documents under responsibility of the Contractor shall be provided by the Contractor as indicated in the “Delivery Schedule” column of Table 3 and then subsequently re-delivered whenever they are updated along with the monthly report, in time for the next Monthly Status Meeting (MSM).

Table 3: Documentation, and Responsibility, and Delivery

Document Title	Produced by and/or Contribute to	Delivery Schedule	N.B.
Management Plan	Produced by Tenderer/Contractor.	At initial Tender and whenever updated	†
Maintenance Plan	Produced by Tenderer/Contractor.	At initial Tender and whenever updated	†
Installation, Operations, and Maintenance (IOM) Procedures	Produce new procedures when relevant based on modifications made to GRC Facility Infrastructure. Contribute to maintenance of document through regular review and update of existing procedures.	Production, whenever needed / requested. Contribution, as per the Contractor’s maintenance plan or when a needed change is detected.	*
Procedures for Users	Produce new procedures for any newly installed equipment that is to be commonly used by the GRC personnel. Contribute through regular review and update of existing procedures and development of new procedures.	Production, whenever needed. Contribution, as per the Contractor’s maintenance plan or when a needed change is detected.	*
Asset Inventory and Obsolescence Inputs	Contribute through the provision of asset status updates and obsolescence data, as needed, whenever changes happen or new items are required to be added to the GRC FML Asset Inventory.	Contribution, as per the Contractor’s maintenance plan or when a needed change is detected.	*
Maintenance of Facility Drawings	Contribute through the provision of updated/new facility drawings.	Contribution whenever a change to the infrastructure requires reflecting in a drawing or whenever a new drawing is needed.	∇

† *Examples are provided under the Due Diligence Documentation for inspiration.*

* *Current versions under use and applicable for this contract are provided as part of the Due Diligence Documentation*

∇ *Drawings shall be provided at contract kick-off.*

2.2.1.3.4.1 Management Plan

The Contractor shall produce a Management Plan that is to be delivered along with their tender and subsequently maintained, as necessary, throughout the life of the contract.

The Management Plan shall provide a detailed description of how the Contractor aims to manage the Contract and FML Services underneath it so as to effectively deliver all activities under their control in the context of the GRC. For example, the Management Plan shall include aspects related to, but not limited to, the following topics:

- Lower tier contractor management, Delivery Management, Quality Management, Risk Management, Schedule Management, Financial and Cost Management, Contract Change Management, Progress Reporting, etc.

The Management Plan shall clearly detail whom the provider is for each of the services (i.e., the Contractor or one of their subcontractors), the named personnel within the contract (i.e.: Contract Manager, Facility and Logistics Manager, Maintenance Manager, etc.) and the responsibilities assigned to each of the named personnel.

2.2.1.3.4.2 Maintenance Plan

The Contractor shall produce a Maintenance Plan that is to be delivered along with their tender and subsequently maintained, as necessary, throughout the life of the contract.

The Maintenance Plan shall describe the necessary maintenance schedule and triggers of both preventative corrective maintenance processes and procedures (the procedures are those found in the IOM) that are undertaken to ensure the full working of the GRC facility.

The planning shall consider the short-, mid-, and long-term preventative maintenance schedule and shall detail any anticipated external checks necessary to comply with legal and safety legislations.

The Maintenance Plan shall include a description of how changes are implemented in the building from a maintenance and configuration management perspective; including the use of spare parts, obsolescence management (including the dates by when parts or components need replaced), provision of inputs to the inventory management, process for the update of facility drawings, concept for the inputs to maintenance of procedures, and any other relevant information deemed necessary by these tender specifications and the understanding of the Contractor.

For a detailed description of the requested Maintenance Services, please refer to section 2.2.2.1.

2.2.1.3.4.3 Installation, Operations, and Maintenance (IOM) Procedures

The Contractor shall support the maintenance and development of the Installation, Operations, and Maintenance (IOM) Procedures of the GRC Facility Infrastructure.

In the event that the Contractor is responsible for the installation of new equipment, or the replacement of old equipment through obsolescence, they shall be responsible for the development of new procedures for:

- The correct and safe installation of the equipment,
- The correct and safe operation of the equipment,
- The correct preventative maintenance of the equipment (including schedule for execution),
- The troubleshooting related to corrective maintenance.

In addition, the Agency may request the Contractor to support the development of procedures for equipment that they were not the installer of. In any circumstance, for the development of new procedures, the Contractor shall utilise the correct steps from the manufacturers manual for incorporation into the procedures developed for the GRC.

During execution of, or in the event the Agency asks the Contractor to review, the existing procedures that describe how to install, operate (from the point of view of the facilities management personnel), and maintain the building infrastructure and FML installations of the GRC facility; the Contractor shall record any observations and potential improvements as well as any inconsistencies or incorrect steps and inform the Agency as soon as possible. The Agency may request that the Contractor perform the necessary updates following the review of the procedure.

In any case, the Contractor shall ensure to validate all new or modified procedures by following them through from start to finish and ensure every step (where possible) can be replicated.

2.2.1.3.4.4 Procedures for Users

The Contractor shall ensure that a full set of procedures for the users of the building exist by supporting review and update of existing procedures or by drafting new procedures whenever new equipment is added or old equipment is replaced with newer models.

This set of procedures shall provide the users of the GRC facility with instructions on how to operate parts of the building and facility installations with which they should interact; such as climate control operating switches, service desk web portals, etc.

The Contractor shall ensure to validate all new or modified procedures by following them through from start to finish and ensure every step can be replicated and is easily understood, complete, and accurate and that the desired outcomes are achievable.

2.2.1.3.4.5 Asset Inventory and Obsolescence Inputs

The Asset Inventory for the GRC Facility Infrastructure is formed of a complete list of all facilities management and logistics services components of the GRC that are under ownership of the EU. This includes those provided by the Agency along with those procured via the Contractor under this contract.

The Contractor shall provide inputs to the Agency related to, but not only:

- The replacement of existing parts or components that are part of the inventory,
- The addition of new parts or components that are procured as part of this contract,
- The obsolescence status of all components of the GRC Facility Infrastructure.

2.2.1.3.4.6 Maintenance of Facility Drawings

The Contractor shall maintain the accuracy of the as-built drawings of the GRC facility and shall deliver them to the Contracting Authority whenever changes are made. All drawings shall be delivered in PDF format as well as the drawing file format, such as AutoCAD 2018 (or later) or equivalent. Facility drawings shall include content such as as-built network diagrams for copper ethernet and fiber-optical networks, electrical diagrams (incl. lightning protection and grounding/earthing), ventilation diagrams, plumbing diagrams, lighting diagrams, etc. as necessary and shall include diagrams related to health and safety such as evacuation routes and location of medical supplies/devices.

2.2.1.3.4.7 Other Inputs and Contributions

The Contractor shall, whenever a new part or component of the GRC Facility Infrastructure is added or whenever an old part of the GRC Facility Infrastructure is replaced with a new part or component, provide all relevant information from a technical perspective (i.e., details, product sheets, manuals, etc.). In addition, the Agency may request that the contractor prepares descriptions or justifications that shall be included in other GRC facility related documentation. This may include diagrams that depict locations within the physical facilities installations and may include their physical and logical interfaces to the GRC from an FML viewpoint.

The Agency may also request the Contractor to review documentation from other suppliers to the Agency that could have an impact on the GRC facility and as for expertise and recommendations.

The Contractor may be requested to provide inputs to other processes of the site that relate to the guarding services and security of the site or the goods-in / good-out processes.

2.2.1.3.5 Document Delivery

The formal delivery of all documentation during the execution of the FWC shall be made to the Agency's Configuration and Document Management (CADM) Department according to the Delivery Rules and Procedures, found in Annex I.I.

2.2.1.3.6 Quality Assurance and Audits

The Contractor must hold and undertake to maintain – without interruption – for the duration of the Contract, ISO 9001 certification. Failing this, the contractor must demonstrate that it has set up and maintained a quality system that is at least equivalent to the ISO 9001 requirements. To this end, the contractor may be audited by the Agency or by one of its duly appointed subcontractors.

The Contractor shall be subject to quality audits by Agency staff, or its subcontractors, either as part of the Agency's certification cycle (1 to 2 times per year) or to check that the Contractor's services are being carried out correctly (1 to 2 times per year). In this respect, the Contractor shall provide all proof and/or records of these services. In the event of a defect and/or non-conformity being observed, additional audits may be carried out as often and as many times as necessary until the non-conformity has disappeared. Any evidence of non-conformity may help to establish adjustments and/or generate the application of damages.

2.2.1.4 Service Provision and Supplies

2.2.1.4.1 Service Provision Times and Rates

2.2.1.4.1.1 Normal Working Days and Hours

The regular service provision times in which the Contractor should deliver the nominal service shall be considered to be 08:00 to 20:00 on all days that are not weekends or national or local public holidays applicable to Noordwijk, the Netherlands. That is to say that, the Contractor may schedule and carry out the provision of the nominal services within this time window during working days, provided that they leave enough time to ensure the service is complete and any needed tidying or cleaning is performed prior to the building lock-down.

During these hours, the Contractor is free to schedule regular maintenance activities that do not have an impact on the operational activities of the GRC. That is, any planned power or internet outages, any planned interruption to the normal health and safety conditions of the GRC, or any similar activity that could risk the

operations or safety of the personnel at the GRC must be duly coordinated with the Agency prior to being carried out. In the best case, these activities shall be performed out-of-hours on agreement with the Agency.

In future specific contracts, the Agency may request that specific services are nominally provided out with normal working days and hours. In such circumstances, it is not expected that the price shall change.

The rates quoted for such services in the financial offer shall consider that one working day constitutes 8 hours of one person providing service during normal working days and hours. Any supplements that apply to specific circumstances shall be accounted for in separate lines of the financial template, see Annex I.F.

2.2.1.4.1.2 Out-of-Hours

The Agency may request that services be provided out with the times referenced in Section 2.2.1.4.1.1. This shall be termed “Out-of-Hours” and shall be construed to mean hours between 20:00 and 08:00 on normal working days and any hour of weekends and national or local public holidays applicable to Noordwijk, the Netherlands. In such cases, a price supplementation shall apply as per Annex I.F. The minimum notice period for the request of Out-of-Hours shall nominally be one working week (5 working days) prior to the performance of the activity. In exceptional circumstances, shorter durations may be required to be activated – in these circumstances the On-Call shall apply. Examples of such requests shall include during specific events, such as (but not limited to):

1. Meetings and conferences organisation,
2. Installation of equipment from the Agency’s other suppliers to the GRC site,
3. Office moves or similar.

2.2.1.4.1.3 On-Call

The Contractor shall operate an on-call service for the monitoring and response to the Facility Service Desk automated alarms and Agency notifications, see Section 2.2.2.2.2, that may occur.

2.2.1.4.2 Service Provision Presence

2.2.1.4.2.1 Presence with Technical Responsibility

The Contractor shall ensure that the presence of personnel on site are those that are technically responsible for the interactions with the Agency; i.e., the Facility and Logistics Manager (or deputy) or the Maintenance Manager.

2.2.1.4.2.2 Being Contactable

Any member of the Contractor’s personnel that have been provided a permanent access badge for the GRC shall be contactable on a shift basis as defined by the Contractor and agreed with the Agency.

During the agreed schedule Normal Working Days and Hours, such personnel must be available for a face-to-face discussion with the Agency’s appointed Facility Management Personnel (the names and details of whom shall be made available at Kick-Off).

During times deemed Out-of-Hours or On-Call (see Sections 2.2.1.4.1.2 and 2.2.1.4.1.3, respectively), the personnel on duty/shift must be contactable by mobile phone (supplied by the Contractor, see Section 2.2.1.5.7.1)

2.2.1.4.3 Continuity of Services

In order to guarantee continuity of services, the Contractor undertakes to replace a member of its staff who is absent or unavailable, for whatever reason, including accidentally, in compliance with the conditions set out here:

- For Normal Working Days and Hours / Out-of-Hours:
 - As soon as possible after one week of absence with a member of Contractor's staff on a temporary basis if the absence of the regular member is set to continue.
 - As soon as possible and in no later than six weeks with a member of the Contractor's staff on a permanent basis after first notification that the absence will be permanent or on a long-term basis that goes beyond the end of the contract period.

Any maintenance, meetings, or events that were planned should be undertaken by a temporary person as soon as possible if it is already known the absence will be longer).

- For On-Call:
 - the member of Contractor's staff shall be replaced immediately.

The Contractor shall ensure that its personnel are still able to reach the GRC site in the event of national strikes or disruptions to public services.

When a member of staff assigned to the contract is replaced, the choice of the proposed replacement must be submitted to the Agency for approval. Before taking up their duties, the replacement personnel must receive practical training on the GRC site until they are able to perform the service without supervision, this period of training shall be performed at the Contractor's expense.

The Agency may, without having to justify itself, require in writing that a member of staff be replaced or that additional staff be made available. The Contractor undertakes to comply with the requirement to replace the staff within the time limits specified above, as if the person became unavailable two working days after the Agency's request.

2.2.1.4.4 Coordination of Service

In order to ensure the continuity of FML service provision, and therefore the GRC operation, is not risked, the Contractor shall be responsible for the coordination of the service provision under its management, including the management of its subcontractors providing the services, as well as the coordination of the maintenance activities provided by the Hosting Entity.

In addition, the Contractor shall consider the following constraints:

- Maintenance periods will be restricted by on-going operations of the GRC,
- The Contractor is required to ensure the safety of the personnel which may necessitate the conducting of specific services out-of-hours,
- Specific activities may rely on approval by the Agency,
- Specific activities may require further coordination with other stakeholders and these may be delayed for reasons outside of the Contractor's or the Agency's control.

2.2.1.4.5 Assessment of Facilities Infrastructure

The Contractor shall regularly assess the facilities infrastructure of the GRC and should it find any shortcoming or potential shortcoming of the Facilities Infrastructure, in light of pending deployments of GRC Technical and Operational Equipment, they shall alert the Contracting Authority and propose the appropriate steps to resolve the (potential) shortcoming.

Note: Shortcoming in this sense is taken to mean an area of optimisation, a non-compliance, a potential breach of the law, possible safety violation or hazard, or similar.

2.2.1.4.6 Potential Deviation to the Services

In case the Contractor during the FWC implementation identifies a potential deviation in meeting their obligations, including due to activities under the responsibility of the Hosting Entity (HE), i.e. the Kingdom of the Netherlands, they shall immediately inform the Contracting Authority and propose appropriate actions to resolve the (potential) deviation. The Contracting Authority may call for a trilateral management meeting between the Contracting Authority, Contractor, and HE to address the issue and propose a way forward.

Note: Any proposed change is subject to prior written authorisation from the Contracting Authority.

Note: Any communication related to this section shall be the responsibility of the Contract Manager.

2.2.1.4.7 Services for Customers other than the Agency

In view of the nature of the services it will be performing for the Agency, and therefore the access and knowledge it will have of the site, the Contractor (together with its subcontractors) may be asked to perform services for parties other than the Agency, such as:

- Work as a subcontractor for the suppliers and manufacturers of the GRC operational equipment; e.g.:
 - Support the configuration of internet access, perform the installation of cabling within computer racks that are being deployed, prepare computer floor tiles for correct equipment colling and ventilation, support the power connection and distribution to the deployed computer racks, support the determination of power consumption of deployed computer racks, or similar.
- Direct support for certain activities of the Hosting Entity; e.g.:
 - On a case-by-case basis, the Contractor shall in such cases always seek the express prior agreement of the Agency, which may authorise such services. These activities, for the benefit of third parties, may not be carried out to the detriment of activities provided to the Agency under this contract. In such cases, the Contractor shall be responsible for:
 - The proper execution of the activity requested by these third parties, reporting to them in terms of execution. Invoicing and any disputes relating to the services will be settled with the applicant.
 - The compliance with all safety rules.
 - Any damage caused to the Agency and its facilities/equipment.

2.2.1.4.8 Utilities

2.2.1.4.8.1 Payment of Utility and Service Invoices

The Contractor shall ensure that all invoices related to the provision of utilities and local services are paid on time to the entity issuing the invoice. Utilities and services in this instance is taken to mean the following elements that are provided to the GRC:

- Local council charges related to waste and refuse management,
- Local council charges related to recycling,
- Local council charges related to sewerage,
- Water connection and charges,
- National Grid Electrical connection and charges,
- Internet connection and charges (for the internet connections under the responsibility of the Contractor, see Annex I.I for details),
- Telephone connections and charges, etc.

The Agency will reimburse the Contractor for the invoices on a quarterly basis, without additional profit or supplement. The management of such contracts shall be included in the Contractor's overheads.

2.2.1.4.8.2 Consumption Monitoring

The Contractor shall record and provide a monthly table containing all the electricity and water consumption of the GRC. Consumption will be as detailed as the infrastructure allows (i.e. in the case of sub-meters, each meter taken into account, and verification of the overall consistency between totals and the sum of the sub-consumptions). The readings will be taken from the meters available in the GRC. The Contractor shall take care to take the manual measurements first working normal day of each new month with the date and time of each reading noted systematically. Finally, the Contractor will comment on any significant changes (variation of +/- 10%) and, where possible, add an explanation for such a change (e.g. computer racks added / removed, new infrastructure installed, etc.).

The Contractor shall provide the Agency that grants access to the online portal of the electricity company for the purposes of consumption monitoring.

2.2.1.4.8.3 Waste Records

The Contractor shall monitor and record the waste (normal, plastic, paper) produced by the GRC building. The contents of the records shall be provided to the Agency once per year and whenever requested as part of an environmental audit. The records should include:

- the volume of each kind of waste⁷ and the dates of collection,
- the details of the collecting (full company name and address).

2.2.1.4.9 Supplies

2.2.1.4.9.1 General Meaning

⁷ Where possible, the waste categories shall follow those defined under the European Waste Catalogue (EWC).

Any Supply shall, by default, be considered as a definitive delivery⁸ to the Agency and shall therefore be considered the property of the Agency.

In some instances specific supplies may, where appropriate and where agreed with the Agency, be stored at the Contractor’s premises or be used by the Contractor for the fulfilment of its service obligations towards the Agency. In these instances, such supplies shall be delivered at no extra cost to the Agency at the end of the last corresponding Specific Contract under which such supplies are utilised.

2.2.1.4.9.2 Exceptions

Any equipment, even if specialised and/or unique in nature that is developed or provided to the GRC at the Contractor’s own cost and for which the Contractor has indicated as belonging to its own equipment shall not be considered a supply. The Tender may also indicate that such items are provided on a loan basis only.

2.2.1.4.9.3 Quality of Supplies

Regardless of the service, the Contractor shall use parts / components / supplies (or similar) of the same (or higher) quality as those currently being provided, if part / component / service already exists and is being provided to the Agency. In the event of new services / supplies, the Contractor shall agree the necessary quality and cost with the Agency prior to its provision.

2.2.1.5 Personnel and Resources

The contractor shall ensure that each person that is to work on site at the Agency’s premises in Noordwijk sign a “Declaration of Consent” with the Contracting Authority before commencing any service provision. The current form of such declaration is attached for information to the draft FWC (Annex II).

2.2.1.5.1 Contractor’s Minimum Appointed Key Personnel

As a minimum, the Contractor shall appoint the following identified key personnel and include CVs as part of their tender:

Table 4: Minimum Identified Key Personnel

Title	Language Requirement	Reasoning
Contract Manager	English C1 AND Dutch C1	Constant contact between Agency for all contractual matters and must be able to manage contracts with local Dutch providers. Such contact may be required to be oral or written communication.
Deputy Contract Manager	(as proven with national certificates or equivalent) *	As above, back up to Contract Manager.
Facility and Logistics Manager		Constant contact between Agency on-site for service provision matters and must be able to manage / supervise contractors from local Dutch providers and communicate efficiently with local service providers, guarding

⁸ After payment of an order form, or after payment of the first invoice for recurring fixed-price services

Title	Language Requirement	Reasoning
		personnel, and the Hosting Entity. Such contact may be required to be oral or written communication.
Deputy Facility and Logistics Manager		As above, back up to Facility and Logistics Manager.
Maintenance Manager		Constant contact between Facility and Logistics Management, maintainers provided under this contract, and the maintenance teams from the Hosting Entity. Such contact may be required to be oral or written communication.

** All other personnel shall have the ability to communicate in English and/or Dutch at a level sufficient for the purpose of the service delivery.*

Any anticipated change to the Key Personnel must be notified to the Contracting Authority at least two months in advance with the CV of the prospective replacement. The Contracting Authority reserves the right to reject a proposed replacement without justification.

The Contractor may propose that one person fulfils two or more roles, provided that they can justify that the total full-time equivalent (FTE) does not amount to more than 1.0. Where 1.0 FTE is defined as 8 hours per day and 220 days per year.

2.2.1.5.2 Contract Manager (and Deputy)

The Contractor must provide a Contract Manager and a deputy that will ensure continuous communication with the Contracting Authority throughout the duration of the FWC.

The Contract Manager will not work at the Contracting Authority’s premises; the price for contract management shall not be invoiced separately as it shall be included in the complete price paid for provision of services.

The Contract Manager (and/or deputy) shall indicatively perform the following duties, the Contractor may propose alternative/additional activities providing justification and reasoning behind any choices made:

- Manage the FWC, its specific contracts and deliverables;
- Assign a project team and provide the Contracting Authority with the team composition and contact details;
- Arrange the proper execution of all the project tasks by preparing plans, for Contracting Authority’s approval, as required by the Specific Contracts. After approval, the plans shall be the baseline for the execution of the related work;
- Act as the Contracting Authority point of contact for communicating any contractual service requirements and requests⁹ by the Contracting Authority to the Contractor’s personnel providing the services at the Contracting Authority’s premises;

⁹ The requests referenced here are not the same as those made by the GRC users through the ticketing system that is managed by the Service Desk and overseen by the FML Manager

- Ensure that Contractor's personnel providing services to the Contracting Authority under the FWC shall refrain from interaction with the Contracting Authority staff beyond the level essentially required for their service provision and shall not take part in any Contracting Authority staff activities;
- Ensure that the Contractor's personnel providing services to the Contracting Authority under the FWC fully understands that the Contracting Authority shall not be contacted or considered by them in any way as an employer or in connection to the rights and obligations of an employer and they shall not raise any related claims against the Contracting Authority;
- Manage its resources allocated to the project, monitor, and document the use of resources;
- Ensure the correct invoicing is carried out towards the Agency;
- Report on the FML KPIs (see Annex I.J) concerning the provision of Facilities Management and Logistics (FML) Services on a monthly basis;
- Chair project and contract meetings;
- Draft minutes of all the meetings, submit them to the Contracting Authority for comments and/or approval within 3 working days so that the final meeting minutes are available 5 working days after the meeting;
- Ensure the overall management, including the correct and timely payment, of utilities charges/accounts (electricity, internet, water) and local council/municipality charges and/or taxes¹⁰ (waste management, recycling, sewerage);
- Be responsible for the design, implementation, and maintenance of any necessary adaptation to the Facilities Management and Logistics services required to align them to the needs of the GRC, including responsibility for ensuring that adapted documentation is provided according to the contract;
- Create monthly reports covering the execution of all running specific contracts and providing lists of all services provided and products delivered to the Contracting Authority over the respective time period; any invoicing to the Contracting Authority can be done only on the basis of these reports approved by the Contracting Authority;
- Organise administrative support to the Contracting Authority in the area of facility management and logistics;
- Support the formal contact point with the National Security Authority (NSA) of the Netherlands for aspects related to the building;
- Organise the Monthly Status Meetings with the Contracting Authority.

Any of the Contractor's personnel designated to perform the services of the Contract Manager (incl. deputy) shall fulfil at least the following criteria:

- Completed secondary education;
- Prior significant (at least 7 years for the Contract Manager and at least 3 years for the Deputy Contract Manager) working experience in the field of Contract Management:

¹⁰ The Contractor shall anticipate these charges for the duration of the FWC.

- Being in possession of project management qualifications is considered highly beneficial;
- knowledge of maintenance and management of facilities deemed ‘critical infrastructure’ is an asset;
- Clean criminal record;
- Knowledge of English and Dutch as per the Personnel Requirements of Table 4.

The Facility and Logistics Manager (or deputy), see Section 2.2.1.5.3, may carry out the responsibilities of or the role may be combined with that of the Contract Manager (or deputy), as appropriate, in line with Section 2.2.1.5.1.

2.2.1.5.3 Facility and Logistics Manager (and Deputy)

To manage the services which are to be performed at the GRC site in Noordwijk, the Contractor must provide a Facility and Logistics Manager, who shall be an employee of the Contractor and not one of their subcontractors, and a deputy that shall ensure continuous communication with the Contracting Authority throughout the duration of the FWC. The Contractor shall organise the activities of the Manager and Deputy as deemed sufficient to perform the services in-line with the terms of the contract.

The services provided by the Facility and Logistics Manager (and/or deputy) shall be done so in close coordination with the Contract Manager and according to the instructions received from the relevant staff of the Contracting Authority and in coordination with the building owner. The Contracting Authority reserves the right to adjust the list of services offered by this profile at a later stage or in the Specific Contracts.

The services to be provided by the Facility and Logistics Manager (and/or Deputy) shall be comprised by the following indicative list, the Contractor may propose alternative/additional activities providing justification and reasoning behind any choices made:

- On-site (at the Contracting Authority’s premises in Noordwijk, the Netherlands) facilities management and logistics service provision as per Section 2.2.1.4.1;
- Supervision of the contract on site and of the resources dedicated to it (including a presence during certain staff changes to ensure at least monthly contact with all staff assigned to the site);
- On-call duty within and outside regular working hours, according to an agreed schedule, ensuring availability of assistance in case of incidents at the site outside business hours;
- Ensuring the services / activities of the Maintenance Manager are provided in line with the contract, see Section 2.2.1.5.4;
- Support coordination with the Agency and external maintenance contractors in order to be fully informed, together with the maintenance manager, of recent actions and those planned for the short and medium term;
- Take part in working meetings aimed at anticipating the Contractor's activities and in particular all those associated with the management and coordination of the Contractor's (mainly technical) activities that may affect the smooth running of the centre;
- Support to facility infrastructure incident review activities;
- Support to the management of access requests for any person from the Contractor not assigned to the site, applying the Agency’s rules for requesting access;

- Ensuring the correct management and distribution of the building utilities (electricity, water, internet¹¹, etc), including the collection of data relevant to the utilities related KPIs as detailed in Annex I.J;
- Ensure the building waste and refuse management is performed correctly (i.e. sewerage/waste water connections, rubbish collection, recycling management and collection, etc);
- Proactive prevention of any risks related to potential incorrect functionality of the building and all supported systems including informing the Contracting Authority whenever a risk is identified;
- Assistance with general support to Security/Reception staff;
- Supporting the Contracting Authority in organisation of supply of materials, equipment, and services;
- Supporting the organisation of meetings and events at the GRC premises, including events outside of regular working hours;
- Point of contact for the cleaners and performing regular cleaning quality supervision and internal/external cleaning checks;
- Point of contact for the groundskeepers and performing regular groundskeeping quality supervision and checks;
- Providing administrative support to the Contracting Authority in the area of facility management and logistics, e.g. inventory administration tasks, verification of utilities consumption before payment of invoices;
- Performing logistic tasks in support to the Contracting Authority for internal moves coordination (office re-planning) and execution, including assignment of rooms and working areas (including the printing of room occupancy name-plates) and the reassignment of networks and equipment (including any necessary relabelling of equipment or network ports);
- Perform periodic facility inventory checks;
- Ensure that any adaptation of FML infrastructure includes the adaptation of maintenance procedures (preventative and corrective) and schedules;
- Draft and maintain project documentation and drawings when required, especially following adaptation of FML infrastructure;
- Support any request for advice from the Agency concerning the GRC facility infrastructure (its condition, operation, etc.), planned developments, anticipation of the coordination of future activities, etc.;
- Inform, on their own initiative, and advise the Agency of any problems with the infrastructure (other than those that can be dealt with by maintenance), external services (electricity supplier, etc.) that may affect the GRC operations, suggestions for improvements to the infrastructure and services based on their own frequent observations or from collating information provided by other personnel on site or that visit the site;

¹¹ The management of the internet does not include the EUSPA ADMIN LAN Internet, see the due diligence documents (Annex I.I).

- Assisting the Contracting Authority in ensuring, provision of direct assistance to the end users – troubleshooting, advice, request fulfilment;
- Assisting the Contracting Authority in ensuring smooth integration of newcomers into the operating environment;
- Close cooperation with the maintenance manager of the Hosting Entity to support the building maintenance and delegated necessary supervision tasks;
- Act as a contact point with the local authorities (police, fire brigade, etc.);
- Supervise activities and deployments within the perimeter of the GRC facilities management and logistics services (e.g. new network infrastructure, new operational infrastructure, network security patches/firmware upgrades and security device configurations to the networks under FML responsibility, etc);
- Follow-up with performing self-check of the activities carried out by the Contractor's, or their subcontractors, personnel;
- Perform handling of paperwork and administrative tasks related to the delivery and hosting of the operational equipment and software at the GRC;
- Other ad-hoc tasks in line with the overall scope of work required by the authorised Contracting Authority personnel.

Any of the Contractor's personnel designated to perform the services as the Facility and Logistics Manager (incl. deputy) shall fulfil at least the following criteria:

- Completed secondary education;
- Prior significant (at least 7 years for the Facility and Logistics Manager and at least 4 years for Deputy Manager) working experience in the field of facility services, preferably involving the maintenance and management of facilities deemed 'critical infrastructure':
 - Previous experience in the field of engineering is highly desirable;
 - Possession of qualifications relating to the facilities infrastructure (HVAC, electrical distribution (incl. backup power sources), etc.) and/or health and safety is considered desirable;
- Clean criminal record;
- Knowledge of English and Dutch as per the Personnel Requirements of Table 4.

2.2.1.5.4 Maintenance Manager

The Contractor shall appoint a Maintenance Manager with the number of hours to be worked necessary for the completion of the tasks being defined by the Contractor. The Maintenance Manager will be responsible for, among other things, the following:

- On-call duty within and outside regular working hours, according to an agreed schedule, ensuring availability of assistance in case of incidents at the site outside business hours;

- Ensuring that the building's systems, facilities, and equipment (heating, cooling, air supply, electrical distribution (including backup Uninterrupted Power Supply (UPS) and diesel generator¹²), etc) are operating correctly, with optimal performance, availability, and reliability according to the technical specifications, operating instructions / procedures, and regulations;
- Support coordination with the Agency and external maintenance contractors in order to be fully informed, together with the Facility and Logistics Manager (and/or deputy), of recent actions and those planned for the short and medium term;
- Ensuring/supervising the provision of fixes to any anomalies / incidents detected in any building systems, facilities, or equipment;
- Perform/supervise preventative and corrective maintenance procedures execution;
- Provide the Maintenance (both planned and executed) and Incident Logs/Reports via email on a weekly basis to the Contracting Authority;
- Provide support at working meetings aimed at coordination of the Contractor's (mainly technical) activities that may affect the smooth running of the centre;
- Lead facility infrastructure incident review activities from the Contractor's side;
- Other ad-hoc tasks in line with the overall scope of work required by the authorised Contracting Authority personnel.

Any of the Contractor's personnel designated to perform the services as the Maintenance Manager shall fulfil at least the following criteria:

- Completed secondary education;
- Prior working experience (at least 5 years) in the field of facility maintenance (taken to mean full maintenance of office and/or operational working environments), previous experience as an engineer in the field of facilities infrastructure is highly desirable;
- Clean criminal record;
- Knowledge of English and Dutch as per the Personnel Requirements of Table 4.

Maintenance events shall, where possible, be scheduled around the availability of the Maintenance Manager and taking into account any leave or time-off. If such a schedule is unavoidable, in terms of preventative maintenance, then the Contractor shall nominate a member of their personnel that has appropriate experience for the task requiring execution / supervision.

2.2.1.5.5 Contractor's Other Personnel for Service Provision

Other than the aforementioned minimum appointed key persons, the Agency requires the Contractor to ensure that a sufficient level of staff resources (either the Contractor's own or from their subcontractors) are put in place for all tasks in this document (including ensuring the correct levels of education, experience,

¹² In the event of a complete and prolonged mains power outage that necessitates the use of the diesel generator and hence consumption of diesel, the Contractor shall ensure the sufficient supply of diesel to the generator unit. For this purpose, a Fixed Unit Price (FUP) is added to the contract to be used only under these circumstances and activated when needed by the Contracting Authority. All other diesel costs related to the monthly load testing and regular preventative maintenance checks of starting the generator shall be considered under the monthly maintenance price; it is the responsibility of the Contractor to ensure the generator has full reserves prior to any foreseen or unforeseen outage.

certification, language need, etc.) which will be requested in each of the specific contracts that activate them. Such personnel may be implicit and not explicit in the content of these specification; such as qualified electricians, plumbers, locksmiths, etc. The Contractor is welcome to propose specific titles or positions for other personnel identified in their proposal; e.g., Head Groundskeeper, Cleaning Manager, etc.

Before starting the provision of any service listed below in this document, the Contractor shall submit a list of its personnel who shall be on-site at the GRC for the delivery of each service (i.e., nominal maintenance, cleaning, groundskeeping, etc.), the list may be continually updated.

The Contractor may, at its discretion and without additional charge¹³, provide more personnel to contribute to the provision of service.

2.2.1.5.6 Contractor's Personnel Training Requirements

The Contractor shall provide its personnel with both initial and ongoing training, including health and safety, to ensure that they possess and maintain the specific and general knowledge required for the performance of the contract and the specific activities assigned to them.

For the first specific contract, assuming a change of incumbent, a short handover period is envisaged to allow for support to the initial training that is specific to the GRC.

In addition, and where appropriate, the Contractor will take all necessary steps to ensure that its personnel are trained in compliance with the regulations applicable to the protection of sensitive sites and the handling of any European Union Classified Information (EUCI) that might be necessary during the execution of the contract for the performance of their duties.

During the performance of the contract, the Agency shall be the sole judge of the level of knowledge of the Contractor's personnel in relation to the level required for the performance of the contract. If the Agency considers that staff training is insufficient, it will inform the Contractor by letter. In such instances, the Contractor shall be required to respond within five working days of receipt of the letter, providing an updated training plan designed to meet the Agency's needs.

2.2.1.5.7 Contractor's Personnel Equipment

The Contractor shall ensure that their personnel performing the services are equipped accordingly including, as a minimum, the following elements:

2.2.1.5.7.1 Individual Equipment

The Contractor shall provide a mobile phone (GSM individual number) to each of its personnel fulfilling the roles of Facility and Logistics Manager, Deputy Facility and Logistics Manager, and Maintenance Manager. The list of numbers shall be communicated to the Agency at the Kick-Off Meeting (KOM).

The Contractor shall provide mobile computing equipment (laptops and/or tablets) to their service providing personnel that they deem necessary for the performance of duties.

The Contractor shall ensure that all personnel providing services in environments for which Personal Protective Equipment (PPE) is required shall be equipped with their own individual and correctly fitting set, as necessary, such as; protective shoes/safety shoes, waterproof jacket, helmet, etc.

¹³ The Tenderer shall ensure the price is already included in their initial offer.

2.2.1.5.7.2 Collective Equipment

The Contractor shall provide its personnel with the equipment required for the various activities, as needed, examples include but are not limited to:

- A suitably specified PC (laptop or desktop) for the purposes of technical drawing, complete with an officially licensed drawing package (e.g., AutoCAD or similar), capable of managing and updating facility drawings (see Section 2.2.1.3.4);
- Tools for the provision general of maintenance activities; spanners, screwdrivers, multi-meters/voltmeters, measures, etc.;
- Environmental testing apparatus; lux meter, decibel meter, air quality meters, etc.;
- Pallet truck, sack barrow, or similar apparatus;
- Ladders, harnesses, ropes, etc.;
- Water or air pumps;
- Oils, WD40, grease or other lubricants;
- Cleaning equipment, as defined in Sections 2.2.2.3.3 and 2.2.2.3.4;
- Groundskeeping equipment, as defined in Section 2.2.2.4.4.

With exception of consumables that are used over the course of the framework, all other items remain the property of the Contractor.

2.2.1.5.8 Resources Made Available to Contractor

The Agency will make the following resources available to the Contractor during the life of the contract.

2.2.1.5.8.1 Premises

The Agency will provide office space, at its premises in Noordwijk, for a maximum of two of the Contractor's service providing key personnel, see Section 2.2.1.5.1.

In addition, the Agency allows the Contractor's personnel allocated to the GRC on a permanent or semi-permanent basis to utilise the shared amenities located on-site for all GRC personnel:

- Cafeteria and Kitchenette areas (incl. fridge space, dishwashers, pantry storage, coffee, tea, water, etc.);
- Toilets, shower facilities, and changing area;
- Parking space / bicycle shelter space.

For the Contractor or subcontractor's personnel performing the cleaning activities, a cleaners' cupboard with hot water boiler and sink is made available.

It is the responsibility of the Contractor, who acknowledges having received the equipment and premises in good working order and in compliance with safety standards and regulations, to leave the premises and equipment clean and tidy and in good working order.

The Contractor must immediately report in writing any defects noted before or during use that could cause an accident. They shall be liable for any damage, other than normal wear and tear, and for the consequences thereof.

2.2.1.5.8.2 Access Badge / Card

The Agency will assign a permanent badge for GRC access to the two Contractor's service providing key personnel that are utilising the provided office space, see Section 2.2.1.5.8.1.

2.2.1.5.8.3 IT Equipment / Resources

The Agency allows the two Contractor's service providing key personnel that are utilising the provided office space, see Section 2.2.1.5.8.1, to utilise the following IT resources:

- One office desktop PC workstation per personnel (total of two desktop PC workstations) each with a dual monitor (total of four monitors),
- One office desk per person (total of two desks), one office chair per person (total of two office chairs), and one storage cabinet or pedestal per person (total of two cabinets or pedestals),
- Internet access on-site,
- Access to printing and shredding resources.

This IT equipment / resources may be in a shared occupancy room with other service providers or Agency personnel. In the case of shared resources such as printing and shredding, these will be located in the communal areas of the building.

2.2.1.6 Handback of the Activity

At the end of the final Specific Contract, and in the event that another contractor is appointed by the Agency to provide the services following a new Invitation to Tender (ITT), the Contractor will support the Agency and the newly appointed contractor (the 'Successor') in a handback of the activity. This support will include:

- Four working meetings with the Contractor's management and the Contractor's service providing personnel, any representatives appointed by the Agency, and representatives appointed by the Successor. The aim is to plan the details of the operations required to ensure perfect continuity of site maintenance and to communicate and familiarise themselves with the practical arrangements for running the site. The management of the three parties will be presented at the first meeting.
- Provision to the Agency of all types of information similar to that which they would have received at the start of the framework contract (this contract), and that specified in the specific contracts, relating to the report on services carried out in the past, in particular with regard to the exhaustive activities of and statistics on the services and tasks carried out therein.
- A period of one week (during any time slot to be specified at the first meeting, mentioned above, and at the Agency's request) during which the Successor's personnel may observe the proper use of the building management systems and facility infrastructure, as operated by the Contractor, and two weeks during which they may observe the maintenance operations in progress or be talked through each process with the real equipment visible.

During this time, the Contractor shall retain full responsibility for managing site maintenance and the service provision of the contract.

The complete terms and conditions of this support will be detailed in the relevant specific contract specifications at the end of the framework contract.

This support will be considered as part of the Contract prices; i.e., without further supplement.

2.2.2 Technical Services Provision

2.2.2.1 Maintenance Services

2.2.2.1.1 General Maintenance, Planning, and Responsibilities

The Contractor shall ensure the maintenance of the GRC building as well as the facility infrastructures and systems related elements, through proper maintenance planning and following of the relevant procedures related to maintenance (see Table 3, in particular the Maintenance Plan and IOM Procedures); where the list of elements and the responsible party for each is given in Table 5. The Contractor shall ensure, for the overall approach to maintenance, that the following is performed:

- *'Maintenance Planning'*: The proper and clearly detailed planning¹⁴ of all maintenance events that can be scheduled, such planning shall include both corrective (where possible) and preventative maintenance activities;
- *'Maintenance Procedures'*: availability of preventative and corrective maintenance procedures for all elements of the GRC building and its infrastructure and systems for which such procedures can be prepared. All maintenance activities that can reasonably be detailed within procedures shall have dedicated procedures provided as part of a maintenance manual for the GRC;
- *'Corrective Maintenance'*: execute procedures to rectify faults within the GRC building, its equipment, and systems. The completion of such activities shall be reported to the Contracting Authority without undue delay and the full report shall be made available as part of the monthly reporting duties of the Contractor;
- *'Preventative Maintenance'*: execute all preventative maintenance in accordance with the designed maintenance plan and national regulations / recommendations;
- *'Routine Inspections'*: The performance of and support to routine inspections involving the Hosting Entity (HE), where routine inspections are performed on the building and its infrastructure and systems to ensure they remain safe and fit-for-purpose;
- *'Delivery of Planning'*: Maintenance planning for all preventative maintenance and periodic inspection tasks should be delivered along with the monthly report and cover at least a three month (quarterly) sliding-window;
- *'Maintenance Coordination'*: ensure the coordination of all maintenance activities with the Contracting Authority to make sure of minimal impact to GRC operations;

¹⁴ The Contractor shall take into account the obsolescence management of all FML equipment for the purposes of maintenance planning and execution. The obsolescence management shall consider manufacturers recommended replacements as a minimum in the event of obsolete items

- *‘Downtime through Maintenance’*: ensure that maintenance activities that require downtime of the operational systems of the GRC are done in such a way so as to minimise the impact to operations. All such maintenance events should be coordinated and scheduled with the Contracting Authority;
- *‘Identification and Discontinuation of Interference’*: commit to identify the source of, inform the Contracting Authority of, and discontinue (following agreement with the Contracting Authority) any interference that may impact or disturb the normal functioning of any equipment;
- *‘Decommissioning’*: carry out decommissioning¹⁵ of items, in line with agreed procedures (depending on the original contract or purchase mechanism, on a case-by-case basis) and in agreement with the Contracting Authority, that have become irreparably faulty, damaged, or even obsolete. decommissioning procedures to be produced should be contained within the Installation, Operations, and Maintenance (IOM) Procedures;
- *‘Replacement’*: carry out replacement of items in the event of them being irreparably faulty, damaged, or obsolete. For more complex items needing to be reinstalled or reintegrated into larger infrastructures, the Contractor shall follow designated procedures. These procedures should be included as part of the overall Installation, Operations, and Maintenance (IOM) manual.
- *‘New Elements’*: ensure that any new elements installed within the building are included in the overall maintenance concept and planning;
- *‘Maintenance Reporting’*: report monthly on all the activities that have been completed in the reporting month and detail planned activities for the coming period.

Table 5: GRC Maintenance Demarcation

Item Under Maintenance	Responsible		
	Hosting Entity	Contractor	Agency
<i><u>Building and Site</u></i>			
Building Structure	X		
Building Windows, Frames, and other Cladding	X		
External Structural Installations (e.g. bridge, electrical transformer housing)	X		
External Wall Finishing and Roofing	X		
Rainwater drainage systems		X	
Traffic Barrier Installations		X	
Fencing, security gates, external security installations		X	
Built-in Installations (non-structural, e.g. cupboards, storage)		X	
Internal Fixtures and Finishes (including walls, flooring, stairs, ramps, wood and paint finishing, etc)		X	
Faraday Cage		X	
<i><u>Mechanical Installations</u></i>			
General Heating and Cooling Generation (including ventilation and distribution)	X		

¹⁵ The Tenderer is encouraged to propose decommissioning procedures which take into consideration the environmental impact of such service.

Item Under Maintenance	Responsible		
	Hosting Entity	Contractor	Agency
Equipment for Water Connection to Municipal Supply	X		
COMPUTAIR (Equipment Room HVAC Systems) in: <ul style="list-style-type: none"> - UNCLA Equipment Room, - CLA Equipment Room, - ADMIN Equipment Room. 		X	
Internal Water Distribution System		X	
Fixed Water Boilers		X	
<u>Electrical Installations</u>			
Equipment for Connection to National Electrical Grid	X		
High and Low Voltage	X		
Electrical Transformer		X	
No-Break / Uninterrupted Power Supply (UPS)		X	
Short-Break / Generator / NSA		X	
Internal Electrical Distribution		X	
Lighting: <ul style="list-style-type: none"> - Moveable office lighting, - Fixed room lighting (incl. replacement of bulbs / lamps), - Emergency lighting, - Security Lighting (internal and external). 		X	
<u>Communication and Data Installations</u>			
Intercommunication systems (including remote door / gate releases) and access control systems		X	
Disabled toilet alarm / indicator		X	
Audio / Video Cabling and Systems: <ul style="list-style-type: none"> - Telephony cabling, - Radio Communications Equipment and Cabling, - Audio and Video Conferencing Cabling, - Closed Circuit Television (CCTV) Equipment and Cabling, - Image Reproduction Cabling, - Video and Projection Cabling. 		X	
Data Networks, Associated Cabling and structures: <ul style="list-style-type: none"> - Copper-based network cabling for the Local Area Networks (LANs) of the GRC, - GNSS and NTP Antennas and cabling, - Connections to Medium Gain Antenna (MGA). 		X	
Cable trays and ducts management and maintenance		X	
<u>Health and Safety Installations</u>			
Alarms (including links to external stations (Police, Fire, ...))	X		
Fixed fire detection and suppression systems (e.g. sprinklers, fire hoses, fire curtains, etc)	X		
Fire escapes	X		

Item Under Maintenance	Responsible		
	Hosting Entity	Contractor	Agency
Fire protection and fire proofing between areas		X	
Mobile and Electrical Fire Suppression Systems: - Hand-held extinguisher units, - Gas extinguishers in equipment rooms.		X	
Burglary Alarm and Intrusion Detection Systems (IDS)		X	
Lightning Conduction and Building Earthing Systems		X	
First Aid Kit Maintenance		X	
Portable Defibrillator Maintenance		X	
<u>Building Management System (BMS)</u>			
Maintenance of both manual and automated operations capabilities of and signalling from the BMS system	X		
Maintenance of all other provisions of the system for the operational process (i.e. external communications relays, definition of alarms, ...)		X	
<u>Information Computing Technology (ICT) Installations</u>			
GRC ADMIN Network Equipment and Functionality: - Racks, - Servers, - Routers / Firewalls / Switches, - Patch panels and cabling, - Consoles for network access, - NTP Infrastructure, ...		X	
Maintenance of all ICT System Configurations		X	
GRC Wi-Fi Equipment and Connectivity		X	
Printing, Copying, and Fax Functionality		X	
Shredding equipment			X
Software Licenses			X
<u>Internal Building Provisions</u>			
Reception and Security Desk Provisions, including cloakroom and waiting area		X	
Sanitary provisions (plumbing, toilets, showers, cleaning cupboards, cleaning inventory, hand dryers, dispensers for soap and paper tissues, ...)		X	
Canteen / kitchenette provisions (crockery, glassware, white goods, furniture, hot and cold drinks machines/dispensers, ...)		X	
Interior Planting		X	
Office Furniture and Provisions		X	
Operations Room Furniture and Provisions		X	
Meeting Room Furniture and Provisions		X	
Internal Storage Room Provision and Function		X	
<u>External Building Provisions and Groundskeeping</u>			
External signage and naming (i.e. bridge and building decals)		X	

Item Under Maintenance	Responsible		
	Hosting Entity	Contractor	Agency
Waste and Recycling containers and associated storage		X	
Flags		X	
Maintenance of green areas to maintain a respectable site appearance: - Grass, - Trees, - Bushes / Shrubbery, - Perennial plantings.		X	
Moat (according to the Dutch regulations on waterways)		X	
Maintenance of garden furniture		X	
GRC Grounds, Landscaping, and Parking (including electric vehicle charging points)		X	
<u>Additional Maintenance</u>			
Government fees, levies, legal fees, permits, ...		X	
Connection charges and maintenance of connections: - Electricity, - Water, - Sewerage, - Internet (except designated EUSPA connection), - Telephone, - Waste Management, - Other necessary recurring service charges incurred as part of this procurement.		X	
Facility Related Documentation		X**	

At the time of tender publication, it is not yet known if the Agency will be in a position to maintain the already existing AV systems in the GRC. Should the Contractor be required to provide this service, the FWC shall be amended accordingly.

** As per Section 2.2.1.3.4.

For further information on furniture, electronic items, software, and similar such elements the Contractor shall consult the GRC FML Asset Inventory List, see Annex I.I, and consider these elements from the perspective of maintenance.

2.2.2.1.1.1 General Maintenance and Small Workshop Services

General maintenance services shall cover maintenance of the GRC building and its infrastructure including, but not limited to:

- lighting systems (bulbs, lamps, switches, electrical distribution network);
- external walls, building shell, roof exits, paths, stairs;
- floors, interior walls, ceilings, doors, windows, glass panels etc. located in a standard work environment (offices, storage areas, hallways, equipment rooms, lobby, etc.);

- HVAC (heating, cooling, ventilation): heat generation, filtering, distribution systems;
- sanitary facilities (such as toilets, urinals, showers, sinks, lockers, benches, racks, hangers, etc.);
- systems of production, distribution and control of electricity (including cabling and connectors);
- structured computer cabling (both fibre and UTP);
- No-break Uninterrupted Power Supply (UPS) and short-break diesel generator;
- replacement of spare parts (fuses, UPS batteries, etc.);
- installation of new electrical cables and plugs/sockets;
- GRC equipment electrical maintenance, electrical inspections, CE marking verification, etc.;
- electrical connections including connection to power and grounding connections of:
 - racks and rack mounted infrastructure, including:
 - all cabling and connections between Power Interface Boxes (PIB) of racks and Power Distribution Panels (PDP) of the building;
 - earthing connections between racks and facility earth.
 - large operational installations (e.g. antenna infrastructure);
 - large appliances related to building systems (HVAC, ventilation, etc.);
 - all cabling and connections.
- water distribution systems (hot and cold water);
- maintenance and/or replacement of toilets, urinals, showers, sinks, wash basins, water pipes, waste pipes, water boilers, etc;
- kitchen equipment (refrigerators, dishwashers, microwave ovens, water fountains, sinks, etc.);
- upkeep and resupply of kitchen utensils, glassware, and crockery;
- office equipment (furniture, shredders, printers, copy machines);
- opening and closing of cable trays in ceilings and on walls;
- First aid and safety installations;
- internet distribution;
- replacement of flags to maintain appearance;
- lubrication and minor maintenance of small mechanical parts and door fittings;
- minor wall repairs and small painting tasks to repair/refresh wall and/or ceiling paint;
- hanging of curtains/installation of blinds in offices, meeting rooms, and operations rooms;
- installation of elements procured by the Contracting Authority (e.g. video-screens, outdoor furniture, etc);
- replacement of spare parts (office lighting bulbs/tubes, etc.);

- replacement of small items, as needed, as a result of malfunction;
- maintenance and repairs of locks and door hardware, exchange of locks and door hardware, problem solving with jammed locks or keys left in locks from an inner side etc.;
- internal moves within the Building – office furniture, documents, IT equipment, staff belongings, safes up to 1000 kilos etc;
- setting of outdoor lighting timer every month as the seasons change to ensure a balance between electrical usage and safety;
- indoor plants located in all open spaces and social areas;
- maintenance of computer floor in equipment rooms including preparation of tiles for the installation of new racks;
- wall hangings installation services (time displays, pictures, paintings, whiteboards, etc);
- flat screen video display installation services for displays of 70-100” and at a height of 2m;
- video screen maintenance, including multi-screen display in reception at a height of approximately 8m;
- Support to deployment activities, in particular:
 - the goods-in facility;
 - the connection of electrical power and equipment grounding;
 - the implementation of LAN connections;
 - support IT and network configuration changes;
 - the opening of false floors;
 - moving and positioning of large equipment (racks, servers, etc).

All coordination of maintenance activities is to be done via the Facilities and Logistics Manager (and/or deputy).

2.2.2.1.1.2 Maintenance Planning

The Contractor shall utilise their Maintenance Plan for the coordination and scheduling of maintenance activities between themselves and their subcontractors, the Agency, the Hosting Entity, and other third-party maintenance providers (as appropriate).

2.2.2.1.1.3 Third-Party Maintenance Management

The Contractor shall ensure the maintenance provision by their subcontractors and/or third-party maintainers, via service contracts. The Contractor will be solely responsible for the follow-ups and checks as well as reporting on such activities to the Agency.

2.2.2.1.1.4 Management of Spare Parts

The Contractor shall ensure the continuity of essential GRC operations. To achieve this objective, the Contractor shall:

- identify¹⁶ and propose each necessary type of spare part that should be held in stock and present a price for each part identified, this shall be done so in both the technical proposal and the financial template in Annex I.F.1,
- the number of each spare part necessary for ensuring such continuity, this should be identified in the Contractor's technical proposal for the first specific contract (SC) to be concluded under the framework contract (FWC) and traced in the financial offer for SC1 in Annex I.F.2,
- ensure the minimum levels of spare parts and consumables necessary to guarantee the operations of the GRC are available¹⁷ (either at the GRC site or at the Contractor's premises), detail the current stocking levels in each Monthly Report.

The Agency shall be the owner of all spares required for the GRC.

If the Contractor identifies any deficiencies in the spares or in the stocking levels that require new or more spares to be procured, they shall inform the Agency immediately. Following approval from the Agency, the Contractor shall adjust the stocking level of the spares as agreed.

The storage location for all spare parts shall be proposed by the Contractor for approval by the Agency. The Contractor shall then ensure all spare parts are in the agreed locations and shall not move them except after obtaining prior authorisation from the Agency or for the purposes of supply and installation during maintenance.

Each necessary spare identified by the Contractor that is added in Annex I.F.1, along with its corresponding price, shall be considered an option that can be activated via any on-going specific contract, according to the rules of the FWC (Annex II), in which additional or replacement (increased stocking levels are identified) spare parts (following consumption during maintenance) are required to be procured. These optional activations are not to be confused with the initial spares holding that are to be proposed by the Tenderer (see above), they are for the purposes of described in the sentence that immediately precedes this one. The activation of any option shall be performed by the Agency prior to the procurement of any replacement or additional spare part.

The Contractor shall regularly inspect spare parts for signs of environmental damage and ensure they are fit for use. In the case of perishable spares, the Contractor shall ensure they are replaced as needed regardless of consumption through maintenance.

In the event that the Contractor has incorrectly stored any spare part that renders it unfit for purpose, the Contract shall be obliged to replace that spare part at no extra cost to the Agency.

The Agency may request an audit to be carried out on the stocking levels and quality of the spares at any point during the contract execution.

2.2.2.1.1.5 Obsolescence and Replacement

¹⁶ The Agency has provided the current list of spares in the due diligence documentation (see Annex I.O), the Agency does not guarantee that the currently available levels are sufficient to ensure the continuous running of the GRC Facility Infrastructure and operations. Furthermore, the Contractor shall ensure to add a line and price for each of the identified types of spares if they agree that they are required to be held on-site (or as agreed) for the purposes of ensuring continuity. If the Contractor believes a specific type of spare not to be required, they shall justify it in their technical proposal.

¹⁷ Whenever a spare is consumed through maintenance, the Contractor shall detail the maintenance carried out in the monthly report and shall detail any spares used and the lead time for the replenishment of the spares inventory.

The Contractor shall be responsible review, monitoring, and inputs to maintenance and obsolescence planning. The Contractor's maintenance plan shall consider the operational lifetime of the GRC to be 20 years for the purposes of obsolescence management and planning.

This planning shall cover all the technical (electrical and mechanical) GRC Facility Infrastructure, including those for which the Contractor is not responsible for the maintenance of.

The obsolescence data shall include dates for:

- Purchase / installation,
- End of warranty,
- End of sale,
- End of support,
- End of life.

In addition, the obsolescence data shall include:

- Recommended replacement part,
- Estimated costs of replacement.

The Contractor shall be responsible for informing the Agency if any of the above dates have been reached as well as be responsible for producing a detailed plan for replacement for any infrastructure installation that is due to become obsolete within a 24-month timeframe. The plan shall count on:

- the particular installation being replaced no later than three months prior to its official obsolescence date,
- the impact on other sub-systems and installations that may depend on the items needing replaced,
- the detailed timetable of works required to be performed (including lead times),
- the Contractors estimate of price of replacement with an upper margin of 15%.

The plan shall be delivered to the Agency within one month of an item being determined to be obsolete within the next 24 months.

2.2.2.1.2 Health, Fire, and Safety Maintenance

The Contractor shall perform the necessary services to according to Dutch national and EU laws to satisfy said laws as well as the Contracting Authority's Rules and Policies on the health, fire, and safety. These services include, but are not limited to:

- Obligatory legal inspections and checks performed by certified technicians in each necessary domain of fire, safety, and health. These inspections and relevant maintenance will be on the building and its policies along with the associated infrastructures and installations, which include:
 - fixed and moveable fire related installations (extinguishers, sprinklers, hoses, fire curtains, alarms and detectors, etc);
 - fixed and moveable safety installations (security alarms and detectors, CCTV, emergency escapes, emergency lighting, etc);

- fixed installations for climate control (filters, fans, distribution units);
- electrical testing of devices and appliances;
- medical related installations (first aid kits, defibrillator, etc).
- Ensure the first aid kits are correctly dimensioned and stocked considering the occupancy of the building and ensure that products are within their expiry dates;
- Ensure the maintenance of a portable defibrillation kit for emergency use by trained personnel (the device shall be maintained in accordance with the manufacturers guidelines and any applicable national recommendations);
- Reapplication of fire-proofing in cable trays between rooms by certified personnel to ensure maintenance of fire certificate, to be used whenever cabling work is needed to be carried out that implies its removal to facilitate the work and;
- Preparation of obligatory documents related to Fire and Safety (in Dutch and English);
- Fire and Safety training for the Contracting Authority staff and its contractors if needed and requested (training has to be provided in English);
- Organising annual obligatory site evacuation drills;
- Conducting of regular health checks with regards to drinking water, sanitary situations, and climate control; i.e. bacterial and pathogenic analysis of supplies.
 - Every six months for the quality of the water at all distribution points / outlets;
 - Every 12 months on air quality, with samples taken inside the premises of the GRC (excluding premises accessible directly from the outside);

In the event of analysis indicating measurements that do not comply with legal maximums, the measurements will be repeated monthly until they comply (corrective maintenance activities should be performed to resolve the causes).

2.2.2.1.2.1 Prevention and Correction of Non-Conformities

The Contractor shall carry out any maintenance necessary to prevent negative checks (or non-conformities) for the aspects detailed in Section 2.2.2.1.2, and shall carry out corrective maintenance in the event of checks giving rise to non-conformities. Such deficiencies, defects, abnormalities, recommendations, and findings shall be resolved as soon as technically possible, in the recommended guideline timescale (according to the certified technician), and reported to the Contracting Authority.

2.2.2.1.3 Management of Waste

The Contractor shall provide suitable containers for the waste and recycling (paper and plastic)¹⁸ to be collected:

¹⁸ The personnel working at the GRC will be responsible for the removal and recycling of their own small glass items like bottles or jars; the Contractor is not expected to manage the small volume of glass recycling anticipated.

- In each office and meeting area there shall be at least one appropriately dimensioned receptacle, clearly marked / colour-coded, for the collection of paper and one clearly marked for the collection of normal waste.
- In the communal areas (kitchenettes, canteen, and reception) there shall be appropriately dimensioned receptacles, clearly marked / colour-coded, for the collection of normal waste, paper, and plastic.

The Contractor shall ensure the above defined receptacles are emptied into the designated larger ones, that shall be located in a suitable area of the GRC or in an external storage shed (if available), on an appropriate schedule. The Contractor shall be responsible for meeting the schedule with local provider for the collection of these types of waste.

2.2.2.2 Facility Service Desk

2.2.2.2.1 Ticket and Incident Management

Service Desk Provision and Availability¹⁹

The Contractor shall manage a service desk facility that is to be used by the Contacting Authority and its contractors that are based on-site at the GRC. This ticketing system shall act as the backbone for the service desk incident and request logging. The ticketing tool shall be available on-site at the GRC for the Contracting Authority and its contractors to be able to open tickets in relation to issues or requests that fall under the remit of Facilities and Logistics. Tickets relating to incidents shall be handled as per the Facility Service Desk requirements set forth in this section.

For avoidance of the doubt, regarding the personal data processing, the Contractor (or subcontractor, as relevant) shall act as the data controller with regard to the ticketing tool and shall be responsible for the tool's compliance with the applicable law.

Ticket / Incident Management

The Contractor shall monitor:

- the Building Management System (BMS) on-site during working hours;
- the automated email alerts from the BMS outside of the on-site working hours; and,
- the requests and issues raised by the GRC building users (tickets are raised in both English and Dutch languages).

With the aim of detecting relevant building related alarms or user related issues to which the facilities management and logistics services shall respond in a timely manner. The Contractor shall ensure logging of the tickets and incidents into the FML ticketing tool, respecting the information fields of the tool and providing a complete ticket where possible, ensuring to categorise the ticket according to the incident severity definitions in Section 2.2.2.2.1.4.

¹⁹ The Contractor shall ensure the management and the availability of the Service Desk along with the associated incident management in line with the KPI(s) defined in Annex I.J.

Following the detection of a relevant building incident alarm or opening of a user ticket, the Contractor shall follow the definitions in Table 6 (visualised in Figure 1) to:

- respond according to the defined “Response Time”;
- perform the necessary “Resource Allocation” to support the ticket / incident in a timely manner;
- provide information to the Contracting Authority in case of a building incident and/or feedback to a building user in case of user generated ticket/request as per the corresponding “Update Frequency”; and,
- ultimately, ensure the resolution of each incident / ticket according to the “Resolution Time”.

Note: The Contractor is reminded that the four parameters of “Response Time”, “Resource Assignment”, “Update Frequency”, and “Resolution Time” are all subject to monitoring and reporting under the FML KPIs, see Annex I.J.

Table 6: FML Incident Response to Resolution Times

Incident Severity	Response Time	Resource Assignment	Update Frequency	Resolution Time*
Critical (S1)	1 Hour	3 Hours	Every Hour	24 Hours
High (S2)	4 Hours	12 Hours	Every 12 Hours	72 Hours
Medium (S3)	24 Hours	24 Hours	Every 24 Hours	One Week
Low (S4)	48 Hours	48 Hours	Every 48 Hours	One Month

* In case of an interruption to the operational systems of the GRC, caused by an issue with the GRC FML Infrastructure, the Contractor shall restore the functionality of the affected FML infrastructure component / service within 6 hours. All such anomalies shall be properly reported on in the monthly report to the Contracting Authority.

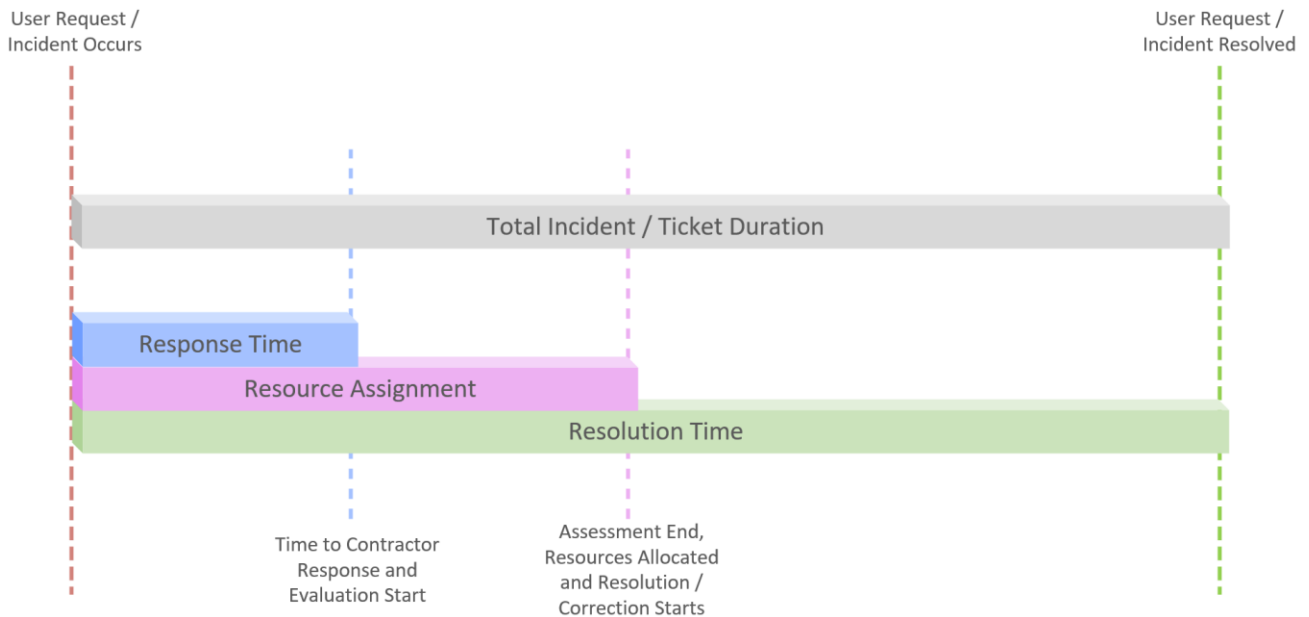


Figure 1: Incident/Ticket Management Timing

2.2.2.2.1.1 Technical Incident Reports

In the event of any incident or non-conformity with the GRC Facility Infrastructure, the Contractor shall provide a report, at the latest within 10 days, detailing:

- The type of incident/non-conformity,
- The date and time of the incident/non-conformity,
- The cause of the incident/non-conformity,
- The impact of the incident/non-conformity,
- The steps/actions taken to resolve the incident/non-conformity,
- The adaptations proposed to attempt to circumvent a repeat of the incident/non-conformity.

2.2.2.2.1.2 Incident Review Meeting

Following on from any incident / non-conformity, the Contractor shall coordinate an Incident Review Meeting (IRM) to discuss the incident report and the findings therein, including any recommendations and expert opinions of the Contractor. This IRM may be held in conjunction with the next MSM, see Section 2.2.1.3.2.2.

2.2.2.2.1.3 Modification Following Incident

Without prejudice to any other means of remedy to which the Agency may have recourse under the Contract, the Contractor shall improve its procedures/maintenance plan/stocks/resources as soon as possible in the event of failure to comply with the performance criteria (KPIs).

2.2.2.2.1.4 Severity Definitions

The Contractor’s attention is brought to the fact that any downtime/outage of key GRC systems are monitored under the FML KPIs (see Annex I.J).

Critical (S1)

This categorisation is retained for certain incidents encountered or system breakdowns that poses a critical risk to the business continuity of the GRC in that it immediately impacts the provision of GRC operations or site security.

As a consequence, systems that can be subject to a “Critical” severity incident should:

1. Be subject to more rigorous preventative maintenance inspections that follow preventative maintenance plans/executions at least equivalent to that recommended by the manufacturer or as detailed in the GRC maintenance plans/procedures; and,
2. Have appropriate corrective maintenance plans/procedures to be executed from the moment the incident is detected, the associated response times are provided in Table 6. Meaning the need:
 - a. Have an available on-call maintenance service availability 24/7/365;
 - b. Accordingly guarantee the availability/accessibility/transportability of spare parts that could be needed;
 - c. Ensure the availability of the appropriate personnel.

Note: In the event that an item of infrastructure of the GRC appears in one or more incident severity category, the higher category should always take precedence with regards to the approach to preventative maintenance and availability of spare parts.

Infrastructure of the GRC and associated Feared Events (FE) falling under this category are shown in Table 7.

Table 7: Feared Events of “Critical” Severity

Feared Events of “Critical” Severity
No-Break Outage
Short-Break Outage
Operational Internet Outage
Complete Loss of Single Building Security System or Partial Loss of Multiple Building Security (IDS, CCTV, etc.)
Complete Loss of HVAC to Operational Equipment Rooms

High (S2)

The incident encountered means important functionalities of the GRC operations are impeded and high risks are introduced to the mission of the GRC, but for which certain alternative or emergency means exist within the GRC. Nevertheless, such a failure, if prolonged, is not acceptable due to the likelihood of greater certain consequences or presents an increased risk of critical incident or constitutes an amalgamation of events that is unacceptable leads to a direct impact on the operability of the GRC.

As a consequence, systems that can be subject to a “High” severity incident should:

1. Be subject to preventative maintenance inspections, where possible, following preventative maintenance plans/executions; and,
2. Have appropriate corrective maintenance plans/procedures to be executed from the moment the incident is detected, the associated response times are provided in Table 6. Meaning the need to:

- a. Have an available on-call FML personnel availability in the event that an incident is preventing operation or risks escalation to a “Critical” severity incident; and
- b. Ensure the ability to resolve the incident before escalation to a “Critical” severity incident;

Infrastructure of the GRC and associated Feared Events (FE) falling under this category are shown in Table 8.

Table 8: Feared Events of "High" Severity

Feared Events of “High” Severity
Office Power Outage
Equipment Room Environment Out of Specification (Temperature and/or Humidity) or Partial Loss of Operational Equipment Room HVAC
Loss of Administrative Equipment Room or UPS Room HVAC
Partial Loss of Single Building Security System (IDS, CCTV, etc.)

Medium (S3)

The incident encountered introduces incorrect behaviour in the infrastructures of the GRC that has low risk of business continuity interruption and is not mission critical. Such incidents can be constituted by recurring or one-off often erratic, minor, problems. The operations can largely be conducted according to plans.

Infrastructure of the GRC and associated Feared Events (FE) falling under this category are shown in Table 9.

Table 9: Feared Events of "Medium" Severity

Feared Events of “Medium” Severity
Office Internet System/Service Outage
E-Mail System/Service Outage
Telephony System/Service Outage
Meeting System Prolonged Fault Preventing Use

Low (S4)

The incident encountered has little significance to the mission of the GRC and the error is transient or has a low probability of repetition.

2.2.2.2.2 On-Call Incident Response / Maintenance

The Contractor shall implement, in-line with the Facility Service Desk, an on-call incident response / maintenance team for the monitoring of automated alerts and on-call requests from the Agency. The On-Call service shall be available 24/7/365 and shall ensure the presence on site of personnel with full knowledge of the site in a maximum of 2 hours. This on-call service, with their tools and/or available spare parts, shall be capable of solving the majority of problems with the GRC Facility Infrastructure within 4 hours (i.e., 2 hours after being present on site).

2.2.2.2.2.1 24-hour Contact

The Contractor shall provide a single point of contact available 24 hours a day, 7 days a week as an interface to the Agency in order to implement the on-call duty. This point of contact will be accessible by telephone **AND** e-mail:

- The telephone number shall be a single, permanent number (not surcharged) registered in the Netherlands. A member of the Contractor's personnel shall answer within one minute of the first ring and relay the information to the on-call technical agents for action. The date and time of the calls shall be recorded, the nature of the incident and the subsequent action(s) taken.
- The e-mail box will be functional (that is, not associated with an individual person). The Contractor shall be organised so that any e-mail is immediately treated as if it were a phone call.

*Note: Only **ONE** of the means of informing the Contractor, defined above, shall be considered sufficient to trigger the reaction time, if both methods are used for the same call-out, the first used will take precedence in terms of the time to be counted.*

2.2.2.2.2 First-Line On-Call Personnel

The Contractor shall provide a team of "first line" on-call personnel, which shall be trained on the GRC facilities infrastructure to be maintained, and in particular on the diagnostic and repair activities and procedures planned, the deadlines to be met, and the information and reports to be communicated to the Agency or the Agency's appointed personnel during these interventions.

All personnel assigned to this duty must, in order to maintain their technical knowledge of the GRC and to maintain their access rights/badges to the GRC, perform services at least 1 week per quarter at the GRC.

The Contractor shall keep an updated monthly list of personnel who may be assigned to on-call duty (having fulfilled all the conditions of the Contract), together with a list of the persons scheduled to respond in the event of a call-out to on-call duty for the next two months.

Unless otherwise specified in the Tenderer's offer for the framework contract, the Agents, when they are on call, will do so exclusively for the benefit of a possible call to the Agency's premises at the GRC. If some of these Agents are also on call for other clients of the Contractor, the Agency's requests for assistance must still meet the times defined above.

2.2.2.2.3 Second-Line On-Call Personnel

The Contractor shall identify and implement the technical skills and resources that would be required in addition to the first-line team, and that are likely to be required at short notice, to meet any major incidents for which the first-line team are not qualified to resolve.

The Contractor shall identify and keep up to date a table of persons (and staff from subcontracting companies where applicable) likely to be involved in second-line standby duty. This table will contain the information required for any request for 'visitor' access.

Any person working on second-line team must, if they do not have a permanent access badge to the GRC, be accompanied at all times by a person on duty on first-line or by the Contractor's designated personnel assigned with a permanent badge for access to the GRC.

2.2.2.3 Cleaning Services

The aim of the GRC cleaning services is to provide a consistently clean, hygienic, and presentable facility to a high-standard. An approximate breakdown of the cleaning area is provided here, further information can be found in the due diligence documentation (see Annex I.I):

Table 10: Breakdown of Building Areas by Type

Area Description	Approx. Size (m ²)
Office Spaces	310
Meeting Rooms	105
Operations and Equipment Rooms	175
Communal Spaces and Corridors	491
Sanitary Areas	30
Elevator	4
Building Technical Areas	285
TOTAL AREA	1,400

The following provides a summary of the Contracting Authority’s requirements for Cleaning Services:

- (i) Section 2.2.2.3.1 details the scope of Cleaning Services;
- (ii) Section 2.2.2.3.2 provides the indicative cleaning schedule to be followed;
- (iii) Section 2.2.2.3.3 details the requirements related to cleaning equipment;
- (iv) Section 2.2.2.3.4 details the requirements for the supply of cleaning and sanitary consumables.

The Contractor shall provide a sufficient number of cleaning staff with the appropriate and necessary competencies to complete the required cleaning services. In particular, the Contractor shall ensure:

- the working hours of cleaning staff are organised in such a way to meet the operational cleaning needs and complete the cleaning schedule within normal working hours.
- all personnel providing the cleaning services:
 - have a thorough knowledge of the various tasks, equipment, and material;
 - are properly trained in their individual tasks;
 - wear suitable working uniform (e.g. T-shirt and trousers) allowing their clear identification.

2.2.2.3.1 Scope of Cleaning Services

The following lists the Cleaning Service requirements, in the event the Contractor notices any area where a cleaning service element has been omitted it should be highlighted to the Contracting Authority in their proposal along with a detailed and easy to read cleaning schedule:

- emptying waste baskets, lining them with plastic bags, washing waste baskets when necessary; for environmental reasons, garbage bags should be used multiple times if possible or appropriate biodegradable ones should be offered. In general, it is important to pay attention to environmentally friendly material when ordering / using garbage bags;
- dusting surface areas of furniture and/or devices (keyboards, mice, desk phones, monitors, etc), wiping off desktops;
- dusting of hanging light canopies where applicable;
- vacuum cleaning of all floor areas and upholstery;

- mopping all floors, at least in offices, sanitary areas, meeting rooms, operations rooms, and communal areas (including staircases and elevator) are finished with a hard floor render or surface for mopping ensuring any dust is removed from all skirting boards and windowsills;
- dusting and wiping of all lighting and climate control points throughout the building;
- dusting of all power outlets and network ports throughout the building;
- dusting and cleaning of flat screen wall-mounted displays using appropriate cleaning solutions;
- dusting of all communal areas and wiping of surfaces;
- emptying out bins with shredded paper and disposing correctly;
- cleaning, scrubbing and disinfecting bathrooms, toilets, urinals, wash basins, toilet tanks, reservoirs, sanitary fittings, shower, all floors;
- rest rooms/toilets shall be cleaned using soap solution and kept odour free using deodorising materials;
- refilling toilet paper, paper towels, liquid soap, WC gel capsules at toilets;
- refilling paper napkins, detergents, dishwasher capsules in the canteen, kitchenettes, and reception;
- stacking dishes and cutlery in dishwashers, operating dishwashers, taking out washed dishes and putting them away;
- removal of mineral build-up/de-calcification around taps/faucets, shower heads, toilets, urinals, kitchen equipment;
- deep cleaning and disinfection of dishwashers, fridges, microwave ovens, etc;
- wiping and cleaning of all coffee/tea/water/soda machines;
- sanitisation of drinking water dispensers and hot beverage machines as needed by law and manufacturers recommendations;
- emptying out ashtrays in the smoking area and their washing as necessary;
- machine cleaning of the communal floor on the ground floor (200 m²) and of first floor (300 m²);
- polishing door handles;
- cleaning mirrors;
- cleaning of elevator cabin and doors;
- checking on the functionality of devices on the premises (e.g. lights, doors, sanitary, etc.);
- washing the revolving door to the operational area of the building;
- washing and de-cobwebbing entry gates, intercom device, bicycle shed, outdoor lighting and camera installations, signposting, outdoor furniture, etc;
- washing, polishing the entrance glass doors, incl. the frame;
- dusting and/or cleaning appliances and installations in communal areas (printers, fire extinguishers, fire hose cabinets, emergency lighting, satellite model ,etc);

- collecting garbage from all dustbins and garbage bins existing inside the premises and its disposal at the designated area as per instructions;
- wet cleaning of dustbins, garbage and recycling receptacles;
- operational cleaning in the event of a problem (spillage, dirt, leakage, spillage of shredders, trash, etc.) to ensure immediate remedy;
- polishing staircase handrails;
- cleaning of glass doors (indoor and outdoor) and all indoor glass walls and partitions;
- cleaning of external pathways during all seasons (dry leaves and dust, snow and ice, wet leaves and mosses, litter and other debris)
- washing and polishing of doors, incl. frames;
- cleaning of technical rooms and wiping down and dusting industrial equipment;
- cleaning on request for the hosting of events, in emergency situations such as accidents or natural disaster, after construction work, etc.;
- cleaning of windows and external shell of the building using special techniques and equipment (including the windows inside the GRC patio areas and fire escapes, see the Due Diligence documentation in Annex I.I).

2.2.2.3.2 Frequency of Cleaning Services

2.2.2.3.2.1 Daily Cleaning

- *offices* – only when the office user is present and requires the service, emptying and re-lining waste baskets, wiping off desktops, furniture dusting, vacuuming (including upholstered furniture), user demands;
- *printer areas* – vacuuming, wiping surfaces, emptying and re-lining bins of shredded paper;
- *sanitary areas* – cleaning, scrubbing and disinfecting bathrooms, toilets, urinals, wash basins, showers, mirror cleaning, emptying and re-lining waste baskets, refill of toilet paper, hand paper towels, liquid hand soap, sanitary bags, air fresheners, toilet bowl cleaners and fresheners;
- *meeting rooms* – checking the tidiness and cleaning up whatever is necessary, daily vacuuming carpets and upholstered furniture, emptying and re-lining waste baskets, wiping off desktops, dusting furniture;
- *communal floors and staircase* – vacuuming and mopping floors, wiping handrails, etc;
- *kitchenettes (2)* – stacking dishwashers, putting away clean dishes, refill of detergent, paper towels, cleaning of coffee/tea facilities, cleaning of sink and surfaces;
- *canteen* – wiping and cleaning surfaces in the kitchen, stacking dishes and cutlery in dishwasher, operating dishwashers, taking out washed dishes and putting them away, wiping and tidying the coffee and tea area, wiping refrigerators, wiping and cleaning of the water dispensers, refill of hand paper towels, detergents, dishwasher tables, emptying and re-lining waste baskets, transfer of segregated waste into bins in the collection area;

- *reception area and entrance lobby* – vacuuming and mopping, furniture dusting, wiping off surfaces (desks, telephone switchboard, lamps etc.), emptying and re-lining waste baskets, for the tea and coffee facilities the same scope as the kitchenettes;
- *glass walls and partitions* – spot-cleaning off all glass walls and partitions of the building interior to remove fingerprints and dirt;
- checking of the functionality of devices in the premises (lights, doors, sanitary, etc.);
- *entrance doors (glass)* – washing, polishing incl. frame;
- *external pathways and fire-escapes* – cleaning of external areas (dry leaves and dust, snow and ice, wet leaves and mosses, litter and other debris);

2.2.2.3.2.2 Weekly Cleaning

- *all* – cleaning door handles, cleaning of glass doors, dusting/wet-wiping of chairs, including frames and all other parts, de-cobwebbing of internal areas;
- *canteen, kitchenettes (2), reception, cleaners cupboard* – disinfection of sinks;
- *glass walls and partitions* – full washing of both sides;
- *elevator* – mopping floor, removing fingerprints from buttons, and glass doors inside and outside;
- *sanitary areas* – washing and disinfection of bins in sanitary facilities;
- *revolving door to operational area* – removal of impurities from handles, grips, wiping of common dust, glass cleaning;
- *smoking area* – emptying out ashtrays plus their washing as necessary;
- *outdoors* – regular clean-up, e.g. collecting litter and debris, sweeping around garbage bins etc., de-cobwebbing (entry gates, intercoms, signposting, bicycle shed, cameras and lighting, outdoor furniture, etc).

2.2.2.3.2.3 Monthly Cleaning

- *offices, operations rooms, meeting rooms* – wiping dust from difficult to reach / access objects and equipment, disinfection of waste bins;
- *sanitary areas* – deep-cleaning by scrubbing and disinfecting ceramic tiles, faucets, toilet tanks, reservoirs, sanitary fittings;
- *canteen, kitchenettes (2), reception* – deep-cleaning and disinfection of refrigerators and dishwashers, cleaning of the soda-machine, cleaning of water boilers and under-sink cabinet areas;
- *installations in communal areas* – dusting and wet-wiping of fire extinguishers and hose cabinets, dusting of display cabinets;
- *glass doors and metal frames* – washing and polishing of doors, including frames;
- *technical rooms* – industrial machine dusting and wiping, cleaning out of the garage area;
- *windows* – internal cleaning of windows at normal height;
- *fire-escapes* – deep-clean of stairs and handrails;

- *outdoors* – washing of garbage bins etc., entry gates, intercoms, signposting, cameras, outdoor furniture, etc.

2.2.2.3.2.4 Other Regular Cleaning Services

- Cleaning of high internal and all external windows and external shell of the building using special techniques and equipment, at least every 4 months;
- Industrial machine carpet cleaning of the entrance vestibule twice per year;
- Deep cleaning and floor waxing of all suitable hard floors once per year;
- Sanitisation and deep-clean of hot and cold drinks facilities as per health and safety guidelines and manufacturer's recommendations.

2.2.2.3.3 Cleaning Equipment

In order to fulfil the required Cleaning Service provision, the Contractor shall equip its cleaning staff with cleaning equipment necessary for the provision of the service, e.g.:

- Professional cleaners trolleys for cleaning staff;
- Vacuum cleaner;
- Ladders / telescopic rods / cherry-picker for window cleaning and other high working tasks;
- Buffers, brooms, mops, bucket, etc.
- Cloths of different colours depending on the area to be used;
- Industrial floor cleaning/washing and floor waxing machine(s);
- Other necessary cleaning equipment and hardware.

The cleaning equipment must be of good quality, new, or in a very good condition, both functional and secure. Damaged items should be replaced to ensure appropriate and safe use.

The mops and cloths to be used for restrooms, kitchens, and other public areas must be different to ensure hygiene standards and should be easily identifiable. In the event that the wrong apparatus is used, the cleaning will need to be repeated.

2.2.2.3.4 Supply of Cleaning and Sanitary Consumables

The Contractor will provide all cleaning and sanitary supplies and consumables necessary for the cleaning services and operation of the building (i.e. disinfectants, machine detergents, de-scalers, glass cleaner, products for polishing, toilet paper, liquid soap, waste bags etc.).

The Contractor shall ensure the use of appropriate products for the cleaning of all types of materials and high-end cleaning and sanitary products and consumables from recognised producers. The Contracting Authority shall approve the selection of products prior to its application.

The Contractor shall provide a sufficient quantity of all the necessary cleaning and sanitary supplies, products, and consumables at any one time to ensure that nothing runs out on-site.

The Contractor shall provide to the Agency, when requested, the product sheets for all cleaning products and sanitary consumables. Where possible products shall be in eco-friendly quality (carry the EU Ecolabel or equivalent).

Detergents and disinfectants should not have unpleasant odour and not be harmful to the health of the Contracting Authority's staff, contractors, or visitors. They should be hypoallergenic, free of toxicity, and not be harmful for the GRC building's facilities, systems, and equipment.

The sanitary and cleaning supplies, products and consumables shall be stored properly within the envisaged storage areas.

The Contractor shall ensure continuous re-filling and replacement of sanitary and other products listed below:

- Toilet paper (quality above standard, compatible with installed dispensers, see Section 2.2.2.5);
- Liquid hand soap (with a very low % of salt);
- Kitchen paper towels (not dust-generating);
- Toilet cleaner and freshener;
- Refill for toilet seat disinfectant dispensers;
- Air freshener / deodoriser;
- Paper hand towels (not dust-generating);
- Sanitary bags;
- Detergent (for washing dishes by hand);
- Dishwasher tablets (combination of wash and shine function) and dishwasher salts;
- Garbage disposal bags of 35l capacity,
- Garbage disposal bags of 200l capacity (thick and solid material, minimum 40 µm),
- Garbage disposal bags of any necessary capacity including suitable bags for various types of shredders.

Safety lists for all cleaning products shall be provided to the Contracting Authority prior their first usage.

Any change in use of cleaning and sanitary supplies, products and consumables used shall be notified immediately to the Agency. Each product can only be replaced upon a prior approval by the Contracting Authority.

2.2.2.4 Groundskeeping Services

The aim of the GRC Groundskeeping Services is to provide a highly presentable facility that is in-touch with the nature around it. The total size of the site (excluding the building footprint) is in the region of 6,000 to 6,500 m² comprised of the following:

- Bridge with entry gate system;
- Electrical transformer station and technical installation;
- Bicycle shed for up-to 15 bicycles;
- Car parking space for at least 35 cars (includes ornate brickwork and greenery design, see Annex I.I);

- A moat surrounding the building, parking areas, and garden spaces (including an island) with an average width of approximately 4 metres and depth according to the rules of the Water Authority (Hoogheemraadschap);
- Grass areas (embankments either side of the moat, island, surrounding parking area and building, ornate design of parking area);
- Perimeter shrubbery;
- Approximately 90 trees on-site (including those in indoor patio areas).

More information can be found in the due diligence documentation (see Annex I.I):

The following provides a summary of the Contracting Authority's requirements for Groundskeeping Services:

- (i) Section 2.2.2.4.1 details the scope and of the Groundskeeping Services;
- (ii) Section 2.2.2.4.2 provides the indicative groundskeeping schedule to be followed;
- (iii) Section 2.2.2.4.4 details the requirements related to groundskeeping equipment, plantings, and products.

The Contractor shall provide a sufficient number of groundskeeping staff with the appropriate and necessary competencies to complete the required groundskeeping services. In particular, the Contractor shall ensure:

- the working hours of groundskeeping staff are organised in such a way to meet the groundskeeping needs and complete the groundskeeping schedule within normal working hours.
- all personnel providing the groundskeeping services:
 - have a thorough knowledge of the various tasks, equipment, and material;
 - are properly trained in their individual tasks;
 - wear suitable working uniform (e.g. jacket, jumper, t-shirt, hat, and trousers) allowing their clear identification.

2.2.2.4.1 Scope of Groundskeeping Services

The Contractor shall ensure the provision of groundskeeping services for the GRC. Such services take into account the seasonal changes and the schedule of activities shall be presented accordingly in the Contractor's proposal shall include at least the following:

- Regular maintenance of the grass including cutting and, if needed, removal of dead areas and replacement with sod or sowing of seed (grass maintenance shall include all sloped moat embankments), maintenance should foresee the health of the vegetation and that watering is carried out when needed (including watering);
- Regular maintenance of the trees and shrubbery, including pruning, outdoors and within GRC patio areas, maintenance should foresee the health of the vegetation and that watering is carried out when needed;
- Regular maintenance of the perennial plantings (planting, watering, deadheading, and removal) both externally and within the GRC patios areas, maintenance should foresee the health of the vegetation and that watering is carried out when needed;

- Removal of weeds and unwanted wild vegetation regularly to ensure presentability of the site using tools and sprays, as-needed;
- Leaf and debris collection and removal;
- Ensure correct visibility of the road from the site entrance and arranging the maintenance of the perimeter vegetation that could impact the road visibility and present a danger to the building occupants or general public;
- Regular inspection and maintenance of pedestrian walkways to prevent injury from seasonal hazards (mosses, wet leaves, ice, snow, etc.);
- Moat cleaning services to ensure the waterways are kept free from litter and also kept in compliance with the national regulations of the Netherlands;
- Disposal of garden waste in a safe and correct manner that promotes the environment and the ecosystem (e.g. composting, wood-chipping, etc);
- Driveway, car-park, and bicycle shed groundskeeping (masonry maintenance and seasonal pressure washing).

2.2.2.4.2 Frequency of Groundskeeping Services

2.2.2.4.2.1 Monthly Groundskeeping

- *Maintenance of grass (twice per month during growing season)* – cutting, removal of dead areas, replacement with sod or sowing of seed, and watering as-needed (grass maintenance shall include all sloped moat embankments);
- *Light maintenance of trees and shrubbery (twice per month during growing season)* – inspection, light pruning, watering;
- *Removal of dead trees, bushes / shrubs* – any trees or bushes / shrubs that have perished shall be removed following agreement with the Agency;
- *Maintenance of perennial plants during growing season* – watering and deadheading as needed (internal and external plantings);
- *Removal of weeds and unwanted plants* – removal of weeds and seedlings of unplanned / unwanted vegetation twice per month as-needed;
- *Leaf and debris collection* – collection of leaves and other debris from the ground of the GRC on a twice-monthly basis;
- *Moat skimming* – using nets to retrieve and remove litter from the surface of the moat as-needed on a monthly basis;
- *Rubbish collection* – collection and correct disposal (recycling where possible) of litter / rubbish from the land around the GRC;
- *Disposal of garden waste* – correct disposal of garden waste using methods that are ecological and promoting of the environment and ecosystem where possible (e.g. composting, wood-chipping, etc);
- *Road visibility inspection* – regular inspection of the perimeter vegetation and ensuring correct visibility of the road from the point of view of driver and pedestrian safety;

- *Walkway safety* – inspection and cleaning of all pedestrian walkways to ensure they are free from mosses, wet leaves, ice, snow, and other potential seasonal hazards, applying methods to aid in prevention of hazards (e.g. salting / gritting during winter months) when needed.

2.2.2.4.2.2 Other Regular Groundskeeping Services

- species-dependent annual-pruning / cutting-back of trees and shrubbery at least twice per year (Spring / Autumn);
- *Removal of exhausted perennial planting* – at the end of the growing season, any perennial plantings that are seen to be expired shall be removed;
- cleaning of the moat surrounding the site to free it from overgrown vegetation once per year (Autumn / Winter).

2.2.2.4.3 Weather Affecting Services

This service must be provided all year round (i.e. day and night, including weekends and public holidays) whenever weather conditions make it necessary (e.g. frost and ice which requires preventive salting). Interventions may be necessary in winter conditions or when water drainage networks are saturated.

The Contractor will have to carry out preventive weather monitoring as well as provide the service as part of the on-call service.

2.2.2.4.3.1 Winter Services

The Contractor must ensure that persons and vehicles can reach the GRC safely and unencumbered from hazardous winter conditions. This implies:

- ensuring that the gate mechanism and hinges are free from ice preventing them from working correctly, and
- that the road, walkways, patios, and parking areas are free from ice or slippery conditions that could cause pedestrian or vehicular accident.

The service shall include preventive salting as well as snow removal.

The financial management of this service is understood to be weather dependent and therefore not fixed in nature. As such, specific contracts will not provide for this to be carried out as a fixed service with a fixed budget. However, for any specific contract, it will be deemed that the Agency has a permanent demand on the Contractor and therefore this shall be billable based on an hourly rate that is provided in the financial annex, see Annex I.F.

The price for this service shall include the provision of consumables for the prevention and removal of ice and snow.

2.2.2.4.3.2 Services to Prevent Flooding

The service may also cover the need for intervention in the event of complete saturation of the water drainage networks, requiring the installation of drainage pumps and discharge pipes beyond the GRC site and/or water drainage pumps (mop pumps) to eliminate any water infiltration into the GRC facility.

The financial management of this service is deemed to be included in maintenance prices.

2.2.2.4.4 Groundskeeping Equipment, Plantings, and Products

In order to fulfil the required Groundskeeping Services provision, the Contractor shall equip its Groundskeeping Staff with the equipment necessary for the performance of the duties, the equipment shall be brought to site each time it is required and removed at the end of each working day; e.g.:

- Professional equipment and safety apparatus (ear-defenders, safety goggles, gloves, steel toe-capped boots, hard-hats, etc);
- Lawnmowers, line-cutters, pneumatic shears, hedge cutters, chainsaws, hand-tools, etc;
- Ladders / telescopic rods / cherry-picker for high working tasks;
- Receptacles / sacks for garden waste;
- Necessary plantings;
- Other necessary cleaning equipment and hardware.

The groundskeeping equipment must be of good quality, new, or in a very good condition, both functional and secure. Damaged items should be replaced to ensure appropriate and safe use.

The Contractor shall provide all groundskeeping products and supplies necessary for the groundskeeping services and site access (i.e. weed-killers, garden sacks, plant foods, ground salts or equivalent, etc.).

The Contractor shall ensure the use of appropriate products for the groundskeeping from recognised producers. The Contracting Authority shall approve the selection of products prior to its application.

Any plants to be used within the perimeter of the GRC grounds that will have contact with the outdoor environment should be native species to the Netherlands so as to promote the local ecosystems and correct biodiversity of the surrounding area. The Tenderer shall present a selection of at least three choices for each of the categories of tree, shrub, perennial plant so as to increase the biodiversity of the area; the options can be selected from and agreed for planting as part of the services described above on a regular basis or as agreed.

All products where applicable shall be in eco-friendly quality (carry the EU Ecolabel or equivalent).

Weed-killers and other sprays shall be as harmless to the environment and health of the Contracting Authority's staff, contractors, or visitors where possible; they should pose zero health risk if used correctly. They should be free of toxicity to aquatic life and animals in the event of run-off to the surrounding moat and shall not be harmful for the GRC building's facilities, systems, and equipment that they come into contact with.

The Contractor shall deliver to the Contracting Authority or be able to present when requested, the technical / safety sheets of all the groundskeeping products used within / around the GRC.

2.2.2.5 Procurement and Supply Services

The Tenderer shall ensure, where possible, that supply services are carried out with the lowest environmental impact. Any electrical appliance that is provided shall undergo and necessary legal safety inspections prior to installation and then be included in the periodic safety inspections as per the national law of the Netherlands and/or EU.

For the purposes of dimensioning elements and the supply of any related consumables in the following sub-sections; the occupancy of the GRC for the first Specific Contract shall be taken to be 25 persons full-time on-site.

2.2.2.5.1 Supply of Hot and Cold Beverage Machines

The Contractor shall ensure the availability of both hot and cold beverage machines for the designated communal areas of the GRC (i.e. canteen, kitchenettes (x2), reception areas). The Contractor is responsible for their installation, regular maintenance, and regular supply of consumables. The machines can be procured on a lease basis and shall include at least:

- Coffee and tea making facilities for the reception and two kitchenettes (three in total),
- Hot and cold-water dispensers for the canteen and kitchenettes.

Consideration shall be given to the size and usage of the site so as to adequately dimension the machines to an appropriate size that ensures prevention of frequent malfunction.

The Contractor may be required to modify the selection of hot and cold drinks options as instructed by the Contracting Authority.

2.2.2.5.2 Supply of Sanitary Installations

The Contractor shall ensure the availability of sanitary installations within the GRC. The Contractor is responsible for their installation, regular maintenance, and regular supply of consumables. Such installations could be provided under a lease agreement and should include:

- Liquid soap dispensers,
- Paper towel dispensers,
- Toilet seat disinfectant dispensers in all toilet cubicles,
- Sanitary waste receptacles (including designated ones for feminine hygiene products),
- Etc.

2.2.2.6 IT Configuration

2.2.2.6.1 Management of Networks and Configuration

The Contractor shall undertake the responsibility to ensure:

- the correct availability of all Internet Protocol (IP) addressing necessary for the GRC operation (both internal and external IP addressing);
- the correct management of the GRC Local Area Networks (LANs) under their responsibility (see Annex I.I for more information) including Wi-Fi equipment and networks (both staff and guest) and the ability to generate and correctly distribute guest Wi-Fi passwords for a secured guest network;
- the correct configuration and functionality of all network security devices for the networks under their responsibility so as to protect the integrity of these networks;
- the availability and correct operation of network time server/antenna combination installed at the GRC;
- the correct distribution of the network time via the Network Time Protocol (NTP) to all GRC LANs for which they are responsible and for which NTP is required; and,

- the ability of the GRC personnel to access the public internet through the appropriate designated networks of the GRC (e.g. GRC ADMIN network or other networks of the GRC under the responsibility of the FML service) using the provided routing equipment of the given network;
- the correct operation and management of the GRC desktop computers, used for connecting to the GRC ADMIN network, by maintain up-to-date software and security packages and assisting users with other requests, as needed.

2.2.2.6.1.1 IT Configuration Change Request

Should the Contractor identify any element of the GRC IT configurations (either physical or logical) that requires to be modified for any reason, they shall issue as soon as possible thereafter a request to the Contracting Authority that seeks approval to make the change. This request shall detail the change, as follows:

- Identify the IT element on which the change needs to be made,
- Outline the needs for the change,
- Provide any security assessments related to the change,
- Indicate the potential impact to on-going activities of the GRC (i.e. planned downtime, etc),
- Provide a roll-back plan should the configuration change create unexpected problems that risk the business continuity of the GRC.

2.2.2.6.1.2 System Administrator Skills

The Contractor shall ensure the availability of personnel appointed as a maintenance technician that possess advanced systems administrator skills as well as relevant experience managing and operating IT infrastructure (PCs, servers, storage, etc.) and networking components (routers, firewalls, switches, wi-fi access points, etc.) and who can maintain the networks and infrastructures of the GRC assigned to the Contractor (e.g., GRC ADMIN network, Building Management System, Access Control systems, etc.).

This person will be the Contractor's point of contact for setting up and carrying out preventive maintenance and drafting reactive procedures, as well as for training on-call personnel in IT matters.

All persons scheduled to be on-call must be trained in the planned response procedures.

2.2.2.6.1.3 Corrective IT Management

As a remedial measure, the Contractor shall resolve any software or associated hardware problems that prevent the nominal operation of the systems (such as software reconfiguration, replacement of faulty components, etc.).

The Contractor will identify a list of possible and probable faults and implement pre-established procedures for these. The list and the corresponding procedures will be augmented by any new type of incident encountered.

2.2.2.6.1.4 Deployment of Hardware and Installation of Software/Firmware Updates

The Contractor's personnel assigned the duty of system administrator for the GRC networks under their control shall be readily able to perform:

- Installations of new versions of software or the roll-out of software updates across the system as efficiently as possible and following the manufacturers recommended procedures;
- Installation of new / updated software or firmware that have been checked for security and safety implications prior to roll-out on the system.

Installations will only be carried out with the agreement of the Agency.

2.2.2.6.2 IT Obsolescence

The IT systems of the GRC that have been assigned for management by the Contractor shall be managed with obsolescence in mind. In this regard, the Contractor shall follow the same guidelines defined in Section 2.2.2.1.1.5 but with a focus only on the IT aspects.

2.2.2.6.3 Supplementary IT Support

The Contractor may be required to provide the following supplementary IT services when requested:

- Adaptation of Computer Networks, RF (Radio Frequency) and/or power cabling of the GRC (incl. supply of necessary cabling, lightning protecting for RF cables);
- Support to Deployment of IT Systems (placement, connections, cabling, labelling, etc.);
- Configuration and deployment of IT elements replaced through obsolescence.

2.3 Specific Contracts Technical Terms of Reference

The Technical Terms of Reference for the Specific Contracts, i.e. SC1 (and likely future SC2), are found below. It is envisaged that each Specific Contract will be formed of the same requirements, simply shifted in time, with the second commencing as the first ends.

2.3.1 Specific Contract Technical Terms of Reference

2.3.1.1 Place of Performance

The Facility Management and Logistics (FML) services are to be delivered to the Agency predominantly in its premises: Galileo Reference Centre (GRC) located at Zwarteweg 53, 2201 AA Noordwijk, Netherlands with certain aspects of the service and the Contract Management being provided from the Contractor's premises – as indicated in the Tender Specifications.

2.3.1.2 Duration

SC1 shall enter into force on the date on which it is signed by the last Party and shall end on, whichever the earlier: (i) the date falling due after 24 months starting from the entry into force; (ii) the termination date.

2.3.1.3 Budget

The maximum total amount to be paid under this SC1 is envisaged to be **EUR 2,000,000.00 (two-million euro)**.

Payment of utilities and local services, as specified in Section 2.2.1.4.8.1 above, is subject to cost reimbursement. The maximum ceiling for reimbursement under SC1 is 1,050,000 EUR (one million fifty thousand euros) and is included within the maximum total amount to be paid under this SC1 indicated above.

2.3.1.4 Technical Scope

The Contractor shall perform the tasks in line with the requirements, as provided under Section 2.2, ‘*Framework Contract Technical Terms of Reference*’.

The Contractor shall observe the ‘*General Requirements and Contract Management*’ laid out in Section 2.2.1.

In particular, for each Specific Contract, the Contractor shall perform the following technical scope for nominal services:

- *Maintenance Service*, as per Section 2.2.1.3.4.2;
- *Facilities Service Desk*, as per Section 2.2.2.1;
- *Cleaning Services*, as per Section 2.2.2.3;
- *Groundskeeping Services*, as per Section 2.2.2.4;
- *Procurement and Supply Services*, as per Section 2.2.2.5.
- *IT Configuration*, as per Section 2.2.2.6;

Note: *The assumed occupancy of the GRC during SC is 25 persons for purposes of the construction of pricing.*

2.3.1.5 Deliverables

To monitor the performance of the Contract, the Contractor shall generate and deliver a regular monthly report to the Contracting Authority, as foreseen under Section 2.2.1.3.3. In addition to the monthly report, the Contractor shall make the delivery documentation according to Section 2.2.1.3.4.

2.3.1.6 Payments

Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted. Such contractual obligations include particularly, but are not limited to, submission of approved monthly reports and any updated FML documentation specified in in Section 2.3.1.5.

Payments and approval of payments shall be made in accordance with the provisions of the FWC and SC and against an agreed milestone payment plan, indicatively once per quarter year (i.e. **eight** payments):

Service Provision Month	Nominal Quarterly Payment Schedule
01, 02, 03	QP#1
04, 05, 06	QP#2
07, 08, 09	QP#3
10, 11, 12	QP#4
13, 14, 15	QP#5

Service Provision Month	Nominal Quarterly Payment Schedule
16, 17, 18	QP#6
19, 20, 21	QP#7
22, 23, 24	QP#8

3 Legal Terms of Reference

3.1 Access to Procurement

3.1.1 Establishing Participation Conditions

Galileo is a critical infrastructure, providing services critical for security applications that require high continuity. Given its contribution to the protection of the essential security interests of the Union and its Member States, the procurement of goods and services must ensure the confidentiality of the sensitive information.

3.1.1.1 Participation conditions for Tenderers (prime contractor, core team members and non-core-team subcontractors involved in security sensitive activities)

In order to protect the essential security interest of the Union and its Member States, in accordance with Article 24 of Regulation (EU) 2021/696²⁰, the participation to this tender is open to economic operators fulfilling the following three cumulative conditions:

- a) legal entities established in a Member State with their executive management structures established in that Member State.
 - Economic operators are considered established in the EU when they are formed in accordance with the law of an EU Member State, and have their central administration, registered office and principal place of business in an EU Member State (if legal persons) or they are nationals of one of the EU Member States (if natural persons);
 - ‘Executive management structure’ means the body of the legal entity appointed in accordance with national law and which, where applicable, reports to the chief executive officer or any other person having comparable decisional power, and which is empowered to establish the legal entity's strategy, objectives and overall direction, and oversees and monitors management decision-making.
- b) economic operators committing to carry out all relevant activities in one or more Member States; and

²⁰ Regulation (EU) 2021/696 of the European Parliament and of the Council of 28 April 2021 establishing the Union Space Programme and the European Union Agency for the Space Programme and repealing Regulations (EU) No 912/2010, (EU) No 1285/2013 and (EU) No 377/2014 and Decision No 541/2014/EU, *OJ L 170*, 12.5.2021, p. 69–148.

- c) legal entities not being subject to control by a third country or third country entity. For the purpose of this paragraph ‘control’ means the ability to exercise a decisive influence over a legal entity directly or indirectly through one or more intermediate legal entities.

These participation conditions shall be met at the moment of submission of the tender and throughout the whole duration of the resulting contract if awarded, and will be checked by the Contracting Authority at the moment of tender evaluation. In case of any changes related to the compliance with these participation conditions, the economic operator, which was awarded a contract, is obliged to inform the Contracting Authority about the changes without delay.

The criteria for the assessment of participation conditions has been laid out in Annex I.H (Parts 1, 2 and 3), including a dedicated Annex I.H -Part 2 to be filled by the tenderer. Please note that for the assessment of control the filling, signature and submission of the Declaration of Ownership and Control in Annex I.G - Part 2 is required.

The document “Criteria for Assessment of Participation Conditions” has been laid out in Annex I.H – Part 1 and describes the information to be provided by the Tenderer (including prime contractor, core team and subcontractors involved in security-sensitive activities) which will be used to assess the criteria a), b) and c) above.

Additional guidelines on the criteria which will be applied and the circumstances which will be considered by the Contracting Authority and the competent evaluation boards to assess the situation of decisive influence are contained in Annex I.H – Part 3.

Tenderers (including the prime contractor, core team members and subcontractors) who have formally submitted the information/documents/supporting evidence requested in the Annex I.H in another procedure of the European Commission or EUSPA (notably in the frame of the EU regulations 2018/1092, 2021/697 or 2021/696), have no obligation to repeat the exercise, if the time that has elapsed since the issuing of the information/documents/supporting evidence does not exceed one year at the time of submission of the proposal and are still valid at that date.

In this case, Tenderer shall declare on its honour that the documentary evidence has already been provided in a previous procedure as per the above, provide reference to that procedure (in Annex to the Cover letter) and confirm that there has been no change in the situation.

Upon request of the Contracting Authority, the information/documents/supporting evidence already submitted as per the above, shall be resubmitted.

3.1.1.2 Participation conditions for prime – No waiver

Due to the security dimension and essential interests related to the activities under the Contract, the Contracting Authority will not accept requests for waiver of the conditions laid down in points a), b) and c) of paragraph 3.1.1.1 above for prime contractors.

3.1.1.3 Participation conditions for core-team members and subcontractors involved in security sensitive activities – Waiver

In this procurement the contracting authority may decide, upon a motivated and justified request, to waive the conditions laid down under points b) and c) of paragraph 3.1.1.1 above with regard to any entity, which applies as core-team member and subcontractor involved in security sensitive activities.

- The contracting authority may decide to waive the conditions laid down in points b) of paragraph 3.1.1.1 above, only if no substitutes are readily available in the Member States, the legal entity is established in a country which is a member of the EEA or EFTA and which has concluded an international agreement with the Union under Article 7 of Regulation (EU) 2021/696, its executive management structures are established in that country and the activities linked to the procurement are carried out in that country or in one or more such countries, and subject to the contractor providing assurances regarding the protection of European Union Classified Information (EUCI) and the integrity, security and resilience of the Programme's components, their operation and their services, as laid down in Article 24 of Regulation (EU) 2021/696, as confirmed by the Competent authority of the relevant EU Member State or EEA/EFTA state.

By way of derogation from the sub-paragraph above, the contracting authority may waive the conditions under point b) of paragraph 3.1.1.1 for a legal entity established in a third country which is not a member of the EEA or EFTA, if no substitutes are readily available in countries which are members of the EEA or EFTA, provided that the following conditions are met:

- for specific technologies, goods or services which are needed for the activities and for which no substitutes are readily available in the Member States;
 - sufficient measures are implemented to ensure the protection of EUCI under Article 43 of the Space Regulation and the integrity, security and resilience of the Programme's components, their operation and their services.
- The contracting authority may decide, upon a motivated and justified request, to waive the condition laid down in point c) of para. 3.1.1.1, above.

The request for waiver on point c) of paragraph 3.1.1.1 shall include the assessment from a competent authority of a Member State in which the entity is established guaranteeing that:

a) control over the entity is not exercised in a manner that restrains or restricts its ability to:

(i) carry out the procurement; and

(ii) deliver results, in particular through reporting obligations;

b) the controlling third country or third country entity commits to refrain from exercising any controlling rights over or imposing reporting obligations on the entity in relation to the procurement; and

c) the entity in question has taken all the necessary measures to comply with Article 34(7) of Regulation 2021/696 in particular with regards to the protection of EU classified information.

The request for waiver shall be made at the moment of the submission of the tender.

The waiver under point b) of paragraph 3.1.1.1 will not be automatically granted even if the assurances mentioned are met and the entity provides the assessment of a competent authority as regards its guarantees.

The waiver under point c) of paragraph 3.1.1.1 will not be automatically granted even if the conditions a) b) and c) above under paragraph 3.1.1.3 are met and the entity provides the assessment of a competent authority as regards its guarantees.

The decision on the waiver shall be taken having regard to the objectives laid down in Article 24 (1) of the Regulation 2021/696.

3.1.1.4 Participation conditions for subcontractors not involved in security-sensitive activities

The conditions set out above do not apply to subcontractors that do not carry out security-sensitive activities.

Article 176 of the Financial Regulation²¹ shall apply for the participation of all other subcontractors that do not carry out activities where it is deemed necessary and appropriate to preserve the security, integrity and resilience of the operational systems of the European Union (defined – for this procurement - as the activities not requiring access to/maintenance of security related infrastructures (IDS, CCTV, access control, building management, etc.) and critical support infrastructure (HVAC, computer room environmental control, electrical distribution, lighting, etc.).

3.1.2 EU Restrictive Measures

The Tenderer shall provide a statement in the Cover Letter of their Tender (on its own behalf and on behalf of its subcontractors, Core Team or not) guaranteeing that the Tenderer, and its subcontractors and respective relevant persons²² are not a Restricted Person and do not fall under the scope of subject to EU Restrictive Measures in the list published at <https://www.sanctionsmap.eu>. In case of discrepancies between 'sanctionsmap.eu' and the restrictive measures published in Official Journal of the EU, the latter prevails.

For any subcontractors not yet known at the time of the Tender submission, the fulfilment of this criteria needs to be evidenced upon the Tenderer's proposal of the said subcontractor.

Funds under this Procurement procedure shall not be made available, directly or indirectly, to, or for the benefit of any Restricted Person.

Please see also Declaration of Honour (Annex I.B) hereto (see section 4 applicable and to be provided completed and duly signed by to all Tenderer and Sub-contractors – Core Team if applicable or not).

3.1.3 International procurement instruments measures

The Tenderer and its Core Team members and subcontractors shall not be subject to international procurement instruments measures pursuant to the provision of Regulation 2022/1031 and related implementing acts.

For any subcontractors not yet known at the time of the Tender submission, the fulfilment of this criteria needs to be evidenced upon the Tenderer's proposal of the said subcontractor.

²¹ Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union.

²² Respective relevant persons are meant the natural or legal persons indicated in Section 6 of the Declaration of Honour (Annex I.B).

3.2 Core Team and Industrial Organisation of Tenderer

The Tenderer is required to present their Core Team (i.e. prime contractor and those subcontractors which are essential in order for the Tenderer to meet the selection criteria under Section 4.4), including the roles and responsibilities of the respective entities for the purpose of this procurement as well as a description of the Group to which they belong.

The Tenderer shall prove that they will have at their disposal the resources necessary for performance of the FWC by providing Annex I.D (Letter of Intent) on the part of every entity on whose resources it relies in order to fulfil the selection criteria, confirming the latter's irrevocable undertaking to make such resources available to the Tenderer in case of being awarded the FWC.

3.3 Change in the composition of tenderers

Tenderers are informed that no change in the composition of the Core Team will be allowed for the purposes of the present procurement process and/or subsequent FWC, unless specifically authorised by EUSPA in writing.

3.4 Subcontracting

- (i) The Tenderer may call on subcontractors to perform part of the contract and to fulfil selection criteria. However, subcontracting shall not relieve the eventual Contractor from its obligations under the FWC. In this respect, the Contractor shall remain the sole person legally and financially responsible vis-à-vis the Contracting Authority.
- (ii) When subcontracting, Tenderers shall ensure the subcontractors' compliance with the exclusion criteria set out in the present Tender Specifications. **Tenderers shall provide the subcontractor's Declaration of Honour, as provided in Section 4.1.** Regarding the subcontractors' compliance with the selection criteria, attention is drawn to the Important Note at the end of Section 4.5.
- (iii) Third parties from which Commercial Off-the Shelf (COTS) products are procured for the purpose of this FWC shall not be considered subcontractors except for the purpose of demonstrating compliance to the requirements related to subcontracting shares set under the paragraph below, unless such COTS are used or present elements of connection with security relevant activities²³ or they are part of the Core Team. In such latter case, the Tenderer shall have to prove the compliance of these subcontractors to the participation conditions and all other requirements set in the tender specifications, applicable to subcontractors. The Tenderer shall present a list of such third parties / COTS product for verification by the Contracting Authority.
- (iv) Where no subcontracting is indicated in the tender, the work will be assumed to be carried out directly by the Tenderer.

²³ COTS used merely as tools for production / processing of EU Classified Information not contributing / having particular role in their content elaboration / processing / protection from unauthorised access shall not be considered having security implications (text editing programmes, paper, printing equipment, etc.).

- (v) Any change in subcontracting during the procurement procedure (i.e., after the submission deadline and before contract signature) is not permitted unless specifically authorised in writing by EUSPA as per below.
- (vi) If the Tenderer requests that a subcontractor be removed or replaced, then the Contracting Authority must verify the following conditions:
1. whether the new subcontractor (if any) is not in an exclusion situation;
 2. whether the new subcontractor (if any) fulfils the applicable participation conditions (see Section 3.1.1);
 3. whether the Tenderer still fulfils the selection criteria with the new subcontractor, if any, (see Section 4.44.2) compared to the tender originally submitted and whether the new subcontractor fulfils the selection criteria applicable to it, if any;
 4. whether the new subcontractor is not subject to restrictive measures;
 5. whether the change in subcontracting does not entail a substantial change in the tender. This condition is met as long as:
 - (a) all the tasks assigned to the former subcontractor are taken over by another entity involved (a new subcontractor or a member of the Consortium or the sole tenderer itself, subject to relevant aforementioned conditions);
 - (b) the change in subcontracting does not make the tender non-compliant with the Tender Specifications;
 - (c) the change in subcontracting does not modify the evaluation of award criteria of the tender as originally submitted.
- (vii) In the case where, during the procurement procedure, a subcontractor is affected by an exclusion situation or is rejected due to failure to compliance with selection criteria, the Authorising Officer shall:
1. notify the exclusion or rejection to the Tenderer;
 2. request whether and by whom all the tasks assigned to the excluded or rejected entity are taken over (it may be a new subcontractor or a member of the Consortium or the sole tenderer itself);
 3. inform about the applicable conditions, as per above.

The Tenderer shall respond to such a request within the deadlines prescribed by the Contracting Authority. Failure to reply within such deadline may imply the rejection of the subcontractor.

The Contracting Authority must then proceed with the same verifications, as described above in the case a change in subcontracting was to be initiated at the request of the tenderer.

- (viii) Signature of the contract entails acceptance of identified subcontractors listed in the tender, unless those have been explicitly excluded or rejected during the procedure as per the foregoing process. Changes of subcontractors after the signature of the FWC, shall be governed by the provisions under Article 14.1 of the Contract [Change of subcontractors].

3.5 Participation of Consortia

Consortia may submit a joint tender on the condition that they comply with the rules of competition. A consortium may be a permanent, legally established grouping or a grouping which has been constituted informally for a specific tender procedure.

Such consortium must specify the company or person heading the project (the leader). All members of the consortium must sign a power of attorney authorizing the leader to submit a tender on behalf of the consortium, as well as to act in connection with all relevant questions, clarification requests, notifications, etc. that may be received during the evaluation, award and until the contract signature, to sign the contract should the joint tender be successful and to represent the consortium for any contract execution issue, including amendments of FWC. The template of this power of attorney is provided in Annex I.C.

All members of a consortium (i.e., the leader and all other members) are jointly and severally liable to the Contracting Authority for performance of FWC.

Each member of the consortium must provide the required evidence for the exclusion and selection criteria (see **Sections 4.1 and 4.4 4.2** below). Concerning the selection criteria “economic and financial capacity” as well as “technical and professional capacity”, the evidence provided by each member of the consortium will be assessed to ensure that the consortium as a whole fulfils the criteria.

The participation of an ineligible entity (entity not meeting exclusion criteria/selection criteria/participation conditions) will result in rejection of that entity from the procurement procedure. If that ineligible entity belongs to a consortium, the whole consortium may be excluded, unless the composition of the consortium is changed as per the subsequent paragraph.

Changes in the composition of the Consortium **during the procurement procedure** (i.e., after the deadline for submission of tenders and before contract signature) are in principle not accepted.

The Contracting Authority reserves however the right to approve such changes provided the following cumulative conditions are fulfilled:

- none of the remaining Consortium members is subject to restrictive measures,
- the remaining Consortium members are not in an exclusion situation, meet the selection criteria (see Section 4.4) and comply with participation conditions,
- the change must not make the tender non-compliant with the procurement documents,
- the terms of the originally submitted tender are not altered substantially,
- the continuation of the participation of the remaining Consortium members in the procurement procedure does not put the other tenderers in a competitive disadvantage,
- the remaining Consortium members undertake to implement the contract, in case of an award, without the excluded group member.

In cases where the proposed change depends on a Consortium member who:

- is subject to restrictive measures or

- is in an exclusion situation, does not meet the selection criteria (see Section 4.4) or does not comply with participation conditions, or
- is relied upon by the other consortium's members for the fulfilment of selection criteria,

the Contracting Authority, subject to the above-mentioned conditions being met, reserves the right to authorise the replacement of the Consortium member.

Changes in the composition of the Consortium, **during the procurement procedure**, due to universal succession (e.g. merger or takeover of a Consortium member) are in principle accepted, subject to the above-mentioned conditions being met and the authorisation of the Contracting Authority being granted.

Changes in the composition of the Consortium **after signature of the Contract** are governed by the provisions of the Draft Contract.

3.6 Compliance with Competition Law in Case of Joint Bidding (Consortia)

Consortia may submit a tender on the condition that their joint bid does not result in the restriction or elimination of competition. For detailed information regarding the applicable competition law principles, tenderers are invited to consult the Commission's Horizontal Guidelines²⁴ („Guidelines“).

Restriction or elimination of competition may occur when the members of the consortium are (even potentially) competing on the same market and one (or more) member(s) of the consortium would be realistically capable to carry out the contract individually, i.e. the consortium includes more members than what is strictly necessary in order to carry out the contract.²⁵

For this reason, joint bidding by entities that could have otherwise competed for the procured contract may restrict or eliminate competition on the market. Joint bidding by a consortium composed of potential and/or actual competitors may still be allowed if the joint bid provides significant efficiencies compared to the potential individual bids (see below).²⁶

In case of a joint bid, the tenderer shall therefore assess whether its bid does or does not fall within one of the situations described above, and provide a *justified* assessment in the cover letter as to the reasons why (cumulatively):

- 1) none of the consortium members could have delivered the contract individually, and
- 2) the participation of all members is necessary to deliver the contract.

Or, failing that, why the joint bid (cumulatively):²⁷

²⁴ Communication from the Commission – Guidelines on the applicability of Article 101 of the Treaty on the Functioning of the European Union to horizontal co-operation agreements, available at: https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.C_.2023.259.01.0001.01.ENG

²⁵ See points 352 to 357 of the Guidelines.

²⁶ See point 358 and 359 of the Guidelines.

²⁷ See point 358 of the Guidelines.

- 1) increases efficiency (in particular offering a better value for money to the contracting authority) as compared to the potential individual bids (e.g. lower prices, better quality, greater choice, faster realisation), and
- 2) is indispensable, and
- 3) does not eliminate competition and/or is unlikely to produce anticompetitive effects.

EUSPA reserves the right to request additional information from the tenderer to be able to conduct an internal evaluation of the submitted assessment. EUSPA reserves the right to reject any tender that reveals not to comply with the applicable competition laws.

3.7 Supply Chain

Tenderers shall clearly indicate in their tenders which part of the services they intend to sub-contract as well as their approach for implementing such sub-contracting to demonstrate compliance with the below mentioned requirements.

According to Article 17 (1) (a) of the Space Regulation, the EUSPA intends to promote the widest and most open participation possible by economic operators, in particular start-ups, new entrants and SMEs. On this basis and for the purposes of Article 17 of the Space Regulation, as will be set out in the draft Framework Contract, the Contractor shall have to achieve, in the course of the execution of the contract, a **20% share of subcontracting to be awarded in competitive tendering** outside the Group²⁸.

Competitive tendering outside the Tenderer's group is considered to have taken place when more than one offer from an entity outside the group has been requested by the Tenderer. When subcontracting via competitive tendering is required as per this section, the Tenderer will be responsible for organising its own competitive tender(s) aimed at finding necessary subcontracting respecting the following procurement principles:

- Fair competition & equality of treatment,
- Transparency,
- Proportionality,
- Best value for money.

A proof of competitive subcontracting, tender(s), including thorough visibility of technical and financial offer of subcontracted entities outside the Group (envisaged subcontractors), shall be provided together with the Tender.

If the tenderer does not manage to complete the competitive tender(s) needed for the required percentage by the time of tender submission, it shall submit a signed undertaking presenting credible tendering plan it intends to carry out to achieve compliance.

²⁸ For the purpose of this requirement the expression "group" is meant to encompass i) the entity or the group of entities acting as a tenderer, ii) the entity /entities to which the tenderer or any of the members of the group acting as tenderer is affiliated, iii) the entities affiliated to the tenderer or to any of the members of the group acting as tenderer. An entity shall be deemed affiliated to the tenderer or any of the members of the group acting as tenderer if their links fall within the scope of article 22 of Directive 2013/34/EU, of 26 June 2013.

If the competitive tenders are completed only during contract execution, the concluded subcontracts shall not lead to a change of the FWC unless it is in favour of the EUSPA as Contracting Authority.

In case of failure to respect the requirement of subcontracting during contract execution, the Contract may be terminated for Contractor's default according to the provision of the Contract.

In case where no competitive tendering is planned to be undertaken, or the planned competitive tendering is expected to result below the 20% indicated above, the Tenderer shall submit a justification providing compelling reasoning for the non-compliance with the above-mentioned requirement.

Compliance with the requirement of minimum percentage of subcontracting or submission of duly substantiated justification for non-compliance shall be considered a minimum requirement for the purposes of Article 169 of the Financial Regulation.

Tenderers are informed that the contracting authority reserves full discretion of evaluation with regard to the credibility and substantiation of the submitted justification of non-compliance. Should such credibility and substantiation not be achieved, the tender might be considered irregular for the purposes of Article 12.3 A of Annex 1 to the Financial Regulation.

Tenderers may at any time after tender submission or during contract execution be requested to submit supporting evidences of their application of competitive tendering for the selection of subcontractors and their compliance with the principles established above. In addition, contractors can be subject to possible auditing according to the FWC.

3.8 Compliance With Internal Rules, Professional Conflicting Interests, and Confidentiality

3.8.1.1 Compliance with EUSPA Internal Rules

The contractor shall ensure that its personnel follow any internal rules laid down by the Agency for anyone entering into or staying in the premises of EUSPA. Such rules include in particular security rules and rules related to health and safety. These rules may evolve in future. Any such rules will be provided to the contractor.

3.8.1.2 Professional Conflicting Interest of the Contractor

At the time of submission of the tender and during the term of the FWC, the economic operators involved shall not be in any situation that could compromise the impartial and objective performance of the FWC and the specific contracts. For this purpose, all economic operators (including subcontractors) shall at the time of the tender:

- i. either confirm in the **Cover Letter** their absence of professional conflicting interest, or
- ii. substantiate in the **Cover Letter** the potential, perceived or actual professional conflicting interest, which may negatively affect the performance of the Contract and describe the mitigating measures which remedy such a situation.

For either (i) or (ii) point above, the Tenderers must provide - as supporting evidence for verification of compliance with selection criterion L2 - a comprehensive analysis and justification, with at least the following information:

- a) statement of absence of Conflict of Interest, justified with a reference to the previous and/or current involvement in activities which may have as a result that impartial and objective performance of the present FWC may be compromised;
- b) presentation of rules on conflict of interest regulating the legal profession, including the professional ethics rules applicable to the tenderer for the FWC implementation;
- c) description of operational structure and mechanisms for monitoring, preventing and resolving conflicting interests during the execution of the FWC which mitigate or eliminate the potential, perceived or actual professional conflicting interests. Under this requirement, the tenderer shall provide an effective and convincing concept to ensure that the respective entity/-ies, including the individuals belonging to it/them, are in a position to work independently in relation to its/their tasks performed in other projects.

Compliance with this requirement will be assessed under selection criterion L2 (section 4.4.1).

The Contractor must notify the contracting authority in writing as soon as possible of any situation that could constitute a conflict of interest or a professional conflicting interest during the implementation of the FWC and immediately take action to rectify the situation pursuant to the provisions of the draft Contract.

3.8.1.3 Professional Conflicting Interest of the Personnel

Furthermore, the contractor shall ensure that its personnel sign a “declaration on confidentiality and absence of professional conflicting interest” with the Contracting Authority before commencing any service provision. The current form of such declaration is attached for information to the draft Contract (Annex II). The form may evolve and cover additional aspects from time to time. This shall not in any way relieve the contractor from any of its obligations. The Contracting Authority reserves the right to ask the contractor or its personnel performing the services to sign a declaration regarding confidentiality, non-disclosure and/or declaration regarding precise obligations of processing of personal data. The Contractor’s personnel proposed may be rejected on the basis of conflict-of interest.

3.9 Security requirements

3.9.1 Local Security Officer

All economic operators (including consortium members and subcontractors) planned to handle classified information at the level of RESTREINT UE/EU RESTRICTED under the FWC, must have appointed, **at the moment of submission of the tender**, a Local Security Officer (**LSO**), who will act as the principal point of contract for security matters related to the handling of European Union classified information (EUCI).

The appointed LSO must be maintained throughout the duration of the FWC.

To this effect, tenderers shall provide the name(s) of the appointed LSO(s) as part of their tender, along with a list of all entities (including consortium members and subcontractors) planned to handle classified information.

There is no specific format or template of the Tenderer’s LSO appointment. A supporting statement from the competent National Security Authority (NSA)/Designated Security Authority (DSA), or declaration from a company representative appointed in accordance with national legislation will be accepted as a proof.

The appointment of the LSO will be assessed under the selection criterion L3 (section 4.4.1 of the Tender Specifications).

3.9.2 CIS Accreditation, Security Aspects Letter

Each economic operator (including all members of consortium and subcontractors) must submit, using Annex I.R, at the moment of submission of the tender, its Statement of Compliance to the Security Aspects Letter (referred to as “SAL” – Annex I.Q of the Tender Specifications), including the submission of the embedded Declaration on CIS Accreditation and provide evidence of compliance, if so requested by the Contracting Authority. Any non-compliance or partial compliance must be explained and justified, and the level of compliance committed to be reached shall be indicated. Any classified information should be treated according to the relevant PSI(s) as defined in the SAL (Annex I.Q to the Tender Specifications).

The level of stated compliance to the SAL and relevance of justifications, where applicable, will be assessed as part of the qualitative award criterion Q3 (section 4.6.1).

When submitting the Statement of Compliance to the Security Aspects Letter, each economic operator (all members of the consortium and subcontractors) shall also indicate the maximum classification level it is planned to handle in the performance of the activities under its responsibility.

All economic operators handling classified information at the level of RESTREINT UE/EU RESTRICTED under the FWC, must have their communication and information system and related interconnections (**CIS**) accredited at the corresponding level. The accreditation shall be valid throughout the duration of the FWC.

3.10 Protection of Union Budget against breach of the principle of law in Hungary

Notice on the Council Implementing Decision (EU) 2022/2506 on measures for the protection of the Union budget against breaches of the principles of the rule of law in Hungary (complementing the participating conditions):

In accordance to the Council Implementing Decision (EU) 2022/2506 adopted on 15 December 2022 on measures for the protection of the Union budget against breaches of the principles of the rule of law in Hungary it's been established that, where Union budget is implemented in direct or indirect management pursuant to of Article 62(1) points (a) and (c) of the Financial Regulation, no legal commitments shall be entered into with any public interest trust established on the basis of the Hungarian Act IX of 2021 (or any other entity maintained by such a public interest trust).

3.11 Applicable Law and Jurisdiction

The procurement procedure and the subsequent Contract are governed by European Union law complemented, where necessary, by the law of Belgium.

The parties shall endeavour to settle amicably any dispute or complaint relating to the interpretation, application or validity of the procurement procedure or Contract.

With regard to the procurement procedure, any dispute which cannot be settled amicably shall be submitted to the jurisdiction of the General Court or on appeal to the Court of Justice of the European Union.

With regard to the Contract, the dispute resolution clause will be provided therein.

4 Assessment of Tenders

The Tenders will be evaluated in the light of the criteria set out in these Tender specifications.

The evaluation is based solely on the information provided in the submitted tender. It involves the following:

1. Verification of **non-exclusion** of tenderers on the basis of the exclusion criteria;
2. Verification of **non-rejection** of tenderers on the basis of the rejection criteria;
3. Verification of **access to procurement** conditions;
4. Selection of tenderers on the basis of **selection criteria**;
5. Verification of compliance with the **minimum requirements**;
6. Evaluation of tenders on the basis of the **award criteria**.

The Contracting Authority reserves the right to perform the evaluation in a different order.

The Contract will be concluded following the result of the evaluation of admissible tenders.

In order to demonstrate compliance with exclusion criteria, non-rejection criteria, selection criteria, access to procurement conditions and minimum requirements, the tenderers must sign the Declaration of Honour (DoH) duly completed, signed and dated (Annex I.B to this document). In case of consortia or subcontracting, each member of the consortium and/or each subcontractor must provide a declaration of honour and submit documentary evidence.

Any failure related to the DoH will lead to exclusion from the procurement process.

Tenderers must continue to fulfil the criteria and requirements above for the entire duration of this procurement procedure and for the duration of the ensuing FWC and specific contracts.

In case of any change in the in the situation regarding the above-mentioned criteria and requirements, Tenderers shall inform the contracting authority without delay.

4.1 Exclusion Criteria

The Tenderers, consortium members and subcontractors shall not be in any exclusion situation described in the Declaration of Honour included in Annex I.B.

Supporting evidence requested as part of the Declaration of Honour shall be submitted as part of the Tender.

The applicable evidence in each country can be checked on the following site:
<https://ec.europa.eu/tools/ecertis/#/search>.

4.2 Rejection from award procedure

The Tenderers, consortium members and subcontractors shall not be in any rejection situation described in the Declaration of Honour included in Annex I.B.

In the cover letter, the Tenderers, shall notify the Contracting Authority the foreign financial contribution received by the Tenderers, consortium members and subcontractors in the last three years prior to such notification or, in case such contribution are not notifiable pursuant to Article 29(1) of Regulation (EU) 2022/2560²⁹ a declaration listing all foreign financial contribution received and confirming that such contribution are not notifiable in accordance with the relevant implementing acts adopted on the basis of Article 47 (1) of that Regulation.

In accordance with Article 4(3) of Regulation (EU) 2022/2560, foreign financial contributions of which the total amount per third country concerned is lower than the amount of de minimis aid as laid down in Article 3(2) of Commission Regulation (EU) 2023/2831³⁰ over the consecutive period of three years preceding the notification, shall not be listed in such declaration. Foreign financial contributions shall be notified, except otherwise provided, in accordance with the relevant implementing acts adopted on the basis of Article 47(2) of Regulation (EU) 2022/2560

4.3 Access to procurement

Ref #	Access to procurement Criteria	To be Evidenced by:	Applicable to:
A1	<p>Participation conditions</p> <p>Entity must meet the conditions as per Section 3.1.1 above</p>	<ol style="list-style-type: none"> 1. As evidenced by proof provided for under criterion L1. 2. Filled-in dedicated Section in the Declaration of Honour (Annex I.B). 3. Duly completed declaration of Ownership and Control in Annex I.H – Part 2 signed by an authorised representative and all evidence required in Annex I.H – Part 1 and 2. <ul style="list-style-type: none"> - NOTE: In case of request of a waiver (Section 3.1.1.3), the Tenderer must submit all necessary evidence to demonstrate and justify the request in accordance with the conditions indicated under Section 3.1.1.3. - The Agency reserves the right to request supporting evidence demonstrating compliance to the participation conditions if it considers this necessary, before award. 	<p>All economic operators, as provided in Section 3.1.1.</p>

²⁹ Regulation (EU) 2022/2560 of the European Parliament and of the Council of 14 December 2022 on foreign subsidies distorting the internal market.

³⁰ Commission Regulation (EU) 2023/2831 of 13 December 2023 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid.

Ref #	Access to procurement Criteria	To be Evidenced by:	Applicable to:
A2	EU Restrictive measures Entity must meet the conditions as per Section 3.1.2 above	1. Cover letter statement 2. Filled-in dedicated Section in the Declaration of Honour (Annex I.B).	All economic operators, as provided in Section 3.1.2 above
A.3	International procurement instruments measures as per Section 3.1.3	Filled-in dedicated Section in the Declaration of Honour (Annex I.B).	All economic operators, as provided in Section 3.1.3 above

4.4 Selection Criteria

Tenderers must have the capacity below to perform the tasks.

In accordance with point 18.6 of Annex I of the FR, the Tenderer may, where appropriate, rely on the capacities of other entities. In such case, the Tenderer must prove that it has at its disposal the resources necessary for the performance of the contract by producing a commitment by those entities to that effect in the form of a subcontractor letter of intent (template in Annex I.D) signed by every member of the Tenderer’s Core Team, confirming their irrevocable undertaking to make such resources available to the Tenderer in case of being awarded the contract. The Tenderer must comply with all the conditions laid down in point 18.6 of Annex I of the FR.

The Tenderer who intends to rely on the capacities of other entities of subcontractors, must indicate the proportion that it intends to subcontract.

The supporting evidences, which must be provided in the Tender, are indicated in the column “to be evidenced by” in the tables below.

4.4.1 Legal and Regulatory Capacity

In order to fulfil the professional activity, the Contracting Authority requires the tenderer to fulfil the below requirements.

Table 11: Legal and Regulatory Capacity

Ref #	Legal and Regulatory Capacity Criteria	To be Evidenced by:	Applicable to:
L1.	Legal entity authorisation requirement Entity is authorised to perform the Contract under its national law	1. Legal Entity File (template available at:	All economic operators participating in this procurement, i.e. primes, each consortium

Ref #	Legal and Regulatory Capacity Criteria	To be Evidenced by:	Applicable to:
		<p>https://ec.europa.eu/info/publications/legal-entities_en)³¹, and</p> <p>2. Extract of the inclusion in a trade or professional register, or certificate, membership of a specific organisation, and</p> <p>3. Express authorisation or entry in the VAT register, or equivalent.</p>	member and any proposed sub-contractors.
L2	<p>Management of professional conflicting interest</p> <p>Compliance with Section 3.8.1.2, above</p>	Statement of compliance in the dedicated section of the Declaration of Honour (Annex I.B); and the evidences required in Section 3.8.1.2	All economic operators participating in this procurement procedure, i.e. primes, each consortium member and any proposed subcontractors, as provided in Section 3.8.1.2 .
L3	<p>Appointed Local Security Officer</p> <p>As per section 3.9.1</p>	As per the provisions in section 3.9.1	All economic operators (including subcontractors) planned to handle classified information at any level.
L4	<p>Submission of the (Reinforced) Non-Disclosure Undertaking</p>	Submission of the duly filled-in and signed (by an authorised representative) (Reinforced) Non-Disclosure Undertaking (“RNDU”) provided in Annex I.G.2.	All economic operators (including subcontractors) planned to handle classified

³¹ Where a Tenderer has already signed another Contract with EUSPA, it may provide instead of the Legal Entity File and its supporting documents a copy of the legal entity file provided on that occasion, unless a change in its legal status occurred in the meantime or the legal entity file/its supporting documents are older than one year.

Ref #	Legal and Regulatory Capacity Criteria	To be Evidenced by:	Applicable to:
		Please note that such RNDU is distinct from the NDU provided in Annex I.G.1 to be submitted in the bidding phase pursuant to section 1.9 above.	information at any level.

4.4.2 Economic and Financial Capacity

The Tenderer (all legal entities belonging to a consortium) shall demonstrate the financial and economic capacity required for performance of the Contract as follows:

Table 12: Economic and Financial Capacity

Ref #	Economic and Financial Capacity Criteria	To be Evidenced by:	Applicable to:
F1.	A stable financial capacity to sustain its business. If, for some exceptional reason which EUSPA considers justified, the tenderer is unable to provide the requested documents, the tenderer may prove its capacity by other documents which EUSPA considers appropriate. In any case, EUSPA must, as a minimum, be notified of any exceptional reason and its justification in the tender. EUSPA reserves the right to request any other document enabling it to verify the tenderer’s economic and financial capacity.	Duly filled in Financial Statements relating to the Selection Stage in Annex I.E. Submitting a full copy of the Tenderer’s annual accounts (balance sheet, profit and loss account, notes on the accounts and auditors’ remarks when applicable) of the last three years approved by external auditors.	The Tenderer, including its Core Team (cumulatively).
F2.	The Tenderer must have a minimum yearly turnover of 1,200,000 EUR in the last three years preceding the year of launch of the present tender procedure.	Duly filled in Financial Statements relating to the Selection Stage in Annex I.E. Submission of a copy of the Tenderer’s annual accounts (profit and loss account, notes on	The Tenderer, including its Core Team (cumulatively).

Ref #	Economic and Financial Capacity Criteria	To be Evidenced by:	Applicable to:
		the accounts and auditors' remarks when applicable) of the last three years approved by external auditors.	

4.4.3 Technical and Professional Capacity

The Tenderer shall demonstrate the technical and professional capacity required for performance of the Contract as follows:

Table 13: Technical and Professional Capacity

Ref #	Technical and Professional Capacity Criteria	To be Evidenced by:	Applicable to:
T1.	Minimum experience of 5 years in the last 10 years with provision of facilities management and logistics services in critical infrastructure and buildings with a requirement for high availability (e.g. scientific facilities, data centres, public transit infrastructure, etc).	At least 3 relevant references	The Tenderer, including its Core Team (cumulatively).

IMPORTANT NOTE: The Tenderer may rely on the capacities of other entities to fulfil the technical and professional selection criteria, regardless of the legal nature of the links which it has with them. The Tenderer must in that case prove to the EUSPA that it will have at its disposal the resources necessary for performance of the contract, by producing a Letter of Intent (in the form provided in Annex I.D) ensuring that the tasks for which the support will be provided are clearly indicated therein.

4.5 Minimum Requirements

Table 14: Minimum Requirements

Ref #	Minimum requirements	To be evidenced by:	Applicable to:
M1.	Compliance with applicable environmental, social and labour law obligations established by European Union law, national legislation,	Corresponding statements of compliance in the Declaration of Honour – Annex I.B.	All economic operators involved in this procurement procedure, i.e. primes, each

Ref #	Minimum requirements	To be evidenced by:	Applicable to:
	collective agreements or the applicable international social and environmental conventions listed in Directive 2014/24/EU. Particularly those that have a focus on building and facilities management and logistics services (e.g. ISO accreditation, or equivalent).		consortium member and any proposed subcontractors.

Failure to comply with the minimum requirements will lead to exclusion of the Tenderer from the procurement procedure.

Attention is drawn to the fact that minimum quality thresholds (i.e., total minimum score for all the award criteria and individual minimum score for the criteria/sub-criteria), as identified in section 4.6.1 below, as well as the ceiling volume of the contract, as identified in section 2.2.1 above, shall operate as a minimum requirement.

IMPORTANT: Attention is drawn to the fact that the compliance with REQ 3.7 and REQ 3.8 in the SAL operates as a minimum requirement.

4.6 Award Stage

For the Tender to be evaluated in award stage, the Tenderer must have passed the rejection, exclusion and selection stages and fulfil the minimum requirements.

The assessment of the tenders in the award stage is carried out against the qualitative and the financial award criteria set out below.

4.6.1 Qualitative Award Criteria

The evaluation of the technical quality will be based on the ability of the Tenderer to meet the objectives of the Contract, as described in these Tender Specifications. To this end, the information in the technical proposal must be consistent with this document. The technical proposal shall contain all necessary information to allow evaluation of the tender according to the technical criteria specified in this document, including in particular the evidences indicated for each criterion. The quality of technical offers reaching this stage will be evaluated against the qualitative award criteria presented below.

The technical quality of the tender will be assessed on the basis of the Tenderer's technical proposal against the qualitative award criteria detailed as follows:

Table 15: Qualitative award criteria

Ref #	Qualitative Award Criteria	Description of criteria	Maximum points	Minimum points
Q1.	Quality and adequacy of the Facilities and Logistics Services	Quality and adequacy of the Facilities and Logistics Services Management,	24	12

Ref #	Qualitative Award Criteria	Description of criteria	Maximum points	Minimum points
	Management, Maintenance and Procurement Plans	<p>Maintenance and Procurement Plans taking into account the GRC specificities, as well as needs described in present tender specifications:</p> <ul style="list-style-type: none"> - Proposed FML Management, Maintenance and Procurement Plans; including general planning, reporting to the Contracting Authority and Quality Assurance (QA) programme (16 points); - Proposed approach towards monitoring and guarantees of the daily contract implementation at the required quality standards (4 points) - Quality of the health, safety and environmental policies/practices proposed in the plan (4 Points) 		
Q2.	Level of the stated compliance to the technical baseline and relevance of justifications where applicable	<p>Level of stated compliance to the technical baseline, i.e. to the requirements and tasks described in these Tender Specifications and their technical annexes, and the relevancy of explanations and justifications in case of non- or partial compliances are reported, by virtue of the filled-in Annex I.P:</p> <ul style="list-style-type: none"> - Quality of the FML Services offered, including description of the proposed services, and relevant scheduling of activities, incl. quality of subcontractor’s management (6 points); - Quality of the proposed General Maintenance Services, including preventative maintenance planning, corrective maintenance reactivity description, health and safety aspects, and special waste disposal (6 points); - Quality of the proposed Facility Service Desk services for timely resolution of incidents and user generated tickets (4 points); 	36	18

Ref #	Qualitative Award Criteria	Description of criteria	Maximum points	Minimum points
		<ul style="list-style-type: none"> - Quality of the proposed Cleaning Services including relevant planning and scheduling of the services (6 points); - Quality of the proposed Groundskeeping Services including relevant planning and scheduling of the services, taking into account seasonal groundskeeping aspects (6 points); - Quality of the proposed procurement and supply services (4 points); - Quality of the proposed services for IT Configuration (4 points) 		
Q3.	Level of stated compliance to the contractual baseline and relevance of justifications where applicable.	Level of stated compliance to the contractual baseline, i.e. to the provisions of the Draft Contract and to the requirements of the Security Aspects Letter, and the relevancy of explanations and justifications in case of non- or partial compliances are reported, by virtue of the filled-in Annex I.P and Annex I.R.	12	6
Q4.	Adequacy and credibility of the costing and pricing	<p>Adequacy and credibility of the costing and pricing:</p> <ul style="list-style-type: none"> - Consistency, justification and traceability of the proposed cost structure with respect to the Tenderer's proposal up to subcontractor's level (8 points) - Completeness and level of details of the Financial Proposal in relation to all activities proposed including the subcontracted ones (8 points) 	16	8
Q5	Quality and adequacy of the competitive subcontracting plan	Quality and adequacy of the competitive subcontracting plan and relevant commitment taking into account the target percentage as provided in section 3.7	12	6

Ref #	Qualitative Award Criteria	Description of criteria	Maximum points	Minimum points
Total			100	50

Only tenderers scoring at least:

- The minimum number points indicated for individual qualitative award criteria; and
- The minimum number of 50 points in total out of a maximum of 100 points in total,

will have their financial offer evaluated. Tenders scoring less in any of required minimum points will be rejected.

Where a criterion in the table is expressly assessed under sub-criteria, the maximum points in respective columns refer to the total of points for all sub-criteria within the criterion. All sub-criteria will have the same weighting for the evaluation, unless explicitly specified differently.

4.6.2 Financial Award Criteria

1.4.2.1. General

Following the assessment of the qualitative award criteria, the tenders will be evaluated with regard to their financial proposals which shall be submitted in the form provided in Annex I.F.

In order to allow for financial evaluation of the offers, tenderers are requested to submit their Financial Proposal following the financial table of answers (Annex I.F) which shall be duly filled in, dated and signed by the Tenderer, without any omission or addition with regard to the original format. Omissions or additions with regard to the original format may lead to exclusion from the tender procedure.

Prices given by the tender shall include all costs related to the performance of the Contract. Prices presented shall be firm and fixed and binding for the Tenderer/Contractor throughout the duration of the Contract.

1.4.2.2. Calculation of Financial Score of the Tender

The financial score will be calculated as follows: the tender offering the least expensive Total Price of the Tender in Annex I.F will receive 100 points. The other tenders will receive points according to the ratio between the least expensive Total Evaluation Price and their one, and then multiplied by 100, as shown in the formula below:

Financial Evaluation Score of Tender X = (cheapest total price received total price of tender X) × 100

4.6.3 Calculation of Final Score and Ranking of Tenders

The Contract will be awarded to the Tenderer having passed the rejection, selection stage and offering the best value for money, i.e. the highest score in the final evaluation.

The final score of each tender is established by weighting technical quality against price on a 60/40 basis and will be calculated using the following formula:

FINAL SCORE FOR TENDER = 60% of Final Qualitative Evaluation score + 40% of Financial Evaluation score

A ranking list of all tenderers will be established based on the 'score for tender' formula above. The contract will be awarded to the tenderer which will be ranked the highest (the best price-quality ratio).

4.6.4 Award of the Contract and standstill period

The Contracting Authority will award the contract in accordance with Articles 170 and 173 of the Financial Regulation. The award decision will be notified to successful and unsuccessful Tenderers in line with Article 173 of the Financial Regulation.

The Contracting Authority shall not sign the Contract with the successful Tenderer until a standstill period of 10 (ten) calendar days have elapsed, running from the day after the simultaneous dispatch of the notifications to successful and unsuccessful Tenderers by electronic means.

5 Conditions of Submission of Tenders

5.1 Participant register

Any economic operator willing to submit a tender for this call for tenders must be registered in the [Participant Register](#) - an online register of organisations and natural persons participating in European Commission's calls for tenders or proposals (participants).

On registering each participant obtains a Participant Identification Code (PIC, 9-digit number) which acts as its unique identifier in the Participant Register. A participant needs to register only once – the information provided can be further updated or re-used by the participant in other European Commission's calls for tenders or calls for proposals.

Participants are required to provide information about the SME status of the participant in the Participant Register by filling in the SME Declaration section in the Participant Register. The section becomes available only when updating/modifying the details of the registered organisation.

At any moment during the procurement procedure the Research Executive Agency Validation Services (hereafter the EU Validation Services) may contact the participant and ask for supporting documents on legal existence and status and financial capacity. The requests will be made through the register's messaging system to the e-mail address of the participant's contact person indicated in the register. It is the responsibility of the participant to provide a valid e-mail address and to check it regularly. The documents that may be requested by the EU Validation Services are listed in the [EU Grants and Tenders Rules on Legal Entity Validation, LEAR appointment and Financial Capacity assessment](#).

Please note that a request for supporting documents by the EU Validation Services in no way implies that the tenderer has been successful

5.2 Disclaimers

Please note disclaimers referred to in the Invitation to Tender.

5.3 Visits to Premises or Briefing

A due diligence visit is envisaged for interested tenders that have:

1. Completed the NDU process (see Section 1.9 above); and
2. Indicated their intention to visit the site on the selected date (see Section 1.7 above).

5.4 Variants

Variants are not permitted under this procurement procedure; therefore tenders shall not deviate from the tasks requested.

5.5 Preparation Costs of Tenders

Costs incurred in preparing and submitting tenders are borne by the Tenderers and shall not be reimbursed.

5.6 Presentation of the Tender

5.6.1 Language

Tenders shall be drafted in one of the official languages of the European Union, preferably **ENGLISH**.

5.6.2 Submission Conditions

Tenders are to be submitted via the eSubmission application according to the instructions laid down in the Invitation letter and the eSubmission Quick Guide available at the link below:

https://wikis.ec.europa.eu/display/FTPportal/Open+procedures_EN

Make sure you prepare and submit your tender in eSubmission early enough to ensure it is received within the deadline indicated under Section 5.1.12 of the Contract Notice.

The documents which must be signed according to the Tender Specifications may be signed electronically with a qualified electronic signature (QES). This electronic signature must be provided by a provider which has a qualified status granted by a national competent authority of an EU Member State and which is listed in the national eIDAS Trusted Lists and the EU List of eIDAS Trusted Lists (LOTL) (available at <https://esignature.ec.europa.eu/efda/tl-browser/#/screen/home>).

5.7 Content of the Tender to be Submitted

The Tender must be:

- signed by the Tenderer or his duly authorised representative;
- perfectly legible so that there can be no doubt as to words and figures;
- drawn up using all model reply forms supplied in the annexes to these Tender Specifications;
- clear and concise, with continuous page numbering, and assembled in a coherent fashion (e.g. organised in files).

The Contracting Authority reserves the right to request additional evidence in relation to the tender submitted for evaluation or verification purposes.

Please note that:

- The Tender shall constitute a precise and complete response to this document and shall not include lengthy non-specific information. Any additional information not strictly required as part of the present document, shall not be included in the Tender.
- The Tenderer is informed that the EUSPA reserves the right to request additional information or proof regarding any capacity requirement from the Tenderer relating to any assessment stage of this procurement procedure.
- It is strictly required that the Tender is presented in the correct format and include all documents necessary to enable the Evaluation Committee to assess it. Failure to respect these requirements will constitute a formal error and may result in the rejection of the Tender.

5.7.1 Administrative File (FOLDER I)

Each tender shall include an administrative file, containing:

Ref. #	FOLDER 1 – ADMINISTRATIVE DOCUMENTS and DOCUMENTS RELATING TO EXCLUSION and LEGAL AND FINANCIAL/ECONOMIC SELECTION CRITERIA
(1)	<p>A cover letter, dated and signed by duly authorized representative of the tender, including:</p> <ul style="list-style-type: none"> • The Tenderer's undertaking to provide the services; • Analysis of absence of conflicting interest, as per Section 3.8.1.2 above; • A list of all the documentation included/enclosed in the tender; • A list of the legal entities involved, specifying each entity's role and qualifications; • A declaration that none of the entities involved is a Restricted Person and does not fall under the scope of subject to EU Restrictive Measures in the list published at www.sanctionsmap.eu • In case of joint bidding (consortia) a <i>justified</i> assessment on compliance with competition laws as per Section 3.6 above; • A statement in line with the requirement under Section 3.1.2 above (EU Restrictive Measures). • All the Information required pursuant to Section 4.2 above (Rejection from Award procedure). • Tenderer's contact details.
(2)	<p>The duly filled in, signed, and dated Identification Sheet of the Tenderer using the template in Annex I.A. (one per Tenderer including all the legal entities of the sub-contractors and containing, where appropriate, as many sections as legal entities involved).</p>

Ref. #	FOLDER 1 – ADMINISTRATIVE DOCUMENTS and DOCUMENTS RELATING TO EXCLUSION and LEGAL AND FINANCIAL/ECONOMIC SELECTION CRITERIA
(3)	<p>The duly filled in, signed and dated Legal Entity Form (one per economic operator involved) (tender, or sub-contractor) using the template available at: http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm and any supporting documents required in this template.</p> <p>Please take into consideration the instructions from this link before filling in the documents: http://ec.europa.eu/budget/library/contracts_grants/info_contracts/instructions_fich_le_en.pdf.</p>
(4)	<p>A duly signed and dated statement of authorisation/power of attorney containing the name and position of the representative/signatory and official documentary evidence on the person's legal authority to validly sign the tender and the FWC on behalf of the organisation, should it be awarded it.</p>
(5)	<p>The duly filled in, signed and dated Financial Identification Form using the template available at: http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm</p> <p>In case of consortia, only one financial identification form for the whole consortium should be submitted, nominating the bank account into which payments are to be made under the SCs (i.e. the account of the consortium leader) in the event that the respective tender is awarded to it.</p> <p>Please pay attention to the supporting documents that should be submitted together with duly filled in financial identification form.</p>
(6)	<p>The duly filled in, signed and dated Declaration(s) of Honour (including supporting evidence) relating to exclusion criteria, grounds for rejection and selection criteria using the template in Annex I.B - one per economic operator (i.e. Tenderer, all subcontractor(s), if any).</p>
(7)	<p>The duly filled in, signed and dated Financial Statement relating to the selection stage using the template in Annex I.E, complemented by the full financial statements for the last three financial years and a statement of turnover relating to the relevant services for this tender for the last three financial years as requested in Section 4.4.3 of these tender specifications.</p>
(8)	<p>All evidence relating to the selection criteria in Section 4.4 above.</p>
(9)	<p>All evidence relating to the minimum requirements in Section 4.5 above.</p>
(10)	<p><u>In case of consortia</u>, a duly signed and dated statement/declaration by each of the consortium members specifying the company or person heading the project and authorised to submit a tender on behalf of the consortium, sign and manage the Contracts, using the template in Annex I.C.</p>

Ref. #	FOLDER 1 – ADMINISTRATIVE DOCUMENTS and DOCUMENTS RELATING TO EXCLUSION and LEGAL AND FINANCIAL/ECONOMIC SELECTION CRITERIA
(11)	In case of subcontractors, duly filled in, signed and dated sub-contractor Letter of Intent using the template in Annex I.D.
(12)	Description and measures ensuring compliance with the subcontracting requirements under section 3.7, including all the elements as required therein. To be evaluated by virtue of the qualitative award criterion Q5.
(13)	Declaration of Ownership and Control , using the template in Annex I.H – Part 2 , including all necessary documents required in Annex I.H for the assessment of the compliance with the participation condition (see Section 3.1.1 3.1.1).
(14)	Duly written, signed and dated Statement of Compliance (Annex I.R) to the Security Aspects Letter (Annex I.Q of the Tender Specifications) including the submission of the embedded Declaration on CIS Accreditation. Each economic operator (including all members of consortium and subcontractors) must fill-in Annex I.R and (i) confirm its full compliance and/or (ii) define its partial or non-compliance to any of the requirements of the Security Aspects Letter. Any non-compliance or partial compliance must be explained and justified, and the level of compliance committed to be reached shall be indicated. To be evaluated by virtue of the qualitative award criterion Q3.
(15)	Duly filled-in, signed and dated (Re-Inforced) Non-Disclosure Undertaking (“RNDU”) including the embedded Declaration on CIS Accreditation. Please note that the submission of the RNDU is a selection criterion under L4 (see section 4.4.1) above

5.7.2 Technical Proposal (FOLDER II)

Each tender shall include a technical offer, containing:

Ref. #	ENVELOPE 2 – TECHNICAL OFFER
(1)	<p>Technical Proposal, in accordance with the requirements of the present Tender Specifications divided into following sections with headings:</p> <ul style="list-style-type: none"> • Executive Summary (2 pages maximum). • One section per each award criterion (see Table 15), subdivided into subsections per sub-criteria. Each of these sections and subsections shall include the complete approach related to the respective award criteria, sub-criteria and related evidences. The Contracting Authority reserves the right to evaluate the award criterion and sub-criteria only in respect of information provided in such sections and subsections and not to take into account information provided in other parts of the tender, unless clear references are made to them. • Profiles of the proposed personnel, including the CVs of the proposed key personnel, indicating his/her experience relevant to the specific tasks he/she will cover. The CVs shall be submitted in English preferably according to the Europass format (available at: http://europass.cedefop.europa.eu/en/documents/curriculum-vitae/templates-instructions). • All evidence relating to the selection criteria T1 in Section 4.4.3 above.
(2)	<p>Duly written, signed and dated Statement of Compliance (Annex I.P) to these Tender Specifications and their technical annexes, as well as to the draft Contract. The Tenderer must fill-in Annex I.P and (i) confirm its full compliance and/or (ii) define its partial or non-compliance to any of the requirements and tasks described in these Tender Specifications and their technical annexes and/or to any of the provisions of the draft Contract. Any non-compliance or partial compliance must be explained and justified, and the level of compliance committed to be reached shall be indicated. To be evaluated by virtue of the qualitative award criteria Q2 and Q3.</p>
(3)	<ul style="list-style-type: none"> • The technical offer shall be structured in such a way that it clearly refers to the FWC or SC1 (as relevant) and shall commit to the complete scope of the work of the present ITT, covering all the Technical Requirements as specified herein. • Each section of the technical offer should be structured in such a way that its content is consistent with and traceable between the contractual, management, and technical aspects along with the Financial Proposal. Moreover, the technical proposal shall present the Tenderer’s approach for performing the services, as required in these Tender Specifications and Annexes, demonstrating a good understanding of the requirements contained therein, pertinent for the evaluation.

5.7.3 Financial Proposal (FOLDER III)

5.7.3.1 Content

Each tender shall include a financial offer, containing:

Ref. #	ENVELOPE 3 – FINANCIAL OFFER (one (1) ORIGINAL per envelope)
(1)	<p>A Financial Proposal Executive Summary (10 pages maximum) providing information on:</p> <ul style="list-style-type: none"> the financial assumptions taken and as well an overview of the approach taken for indexation, overheads, profit, exchange rates, etc.; the Tenderer's and subcontractor's shares of the Specific Contract (as per Sections 2 and 2.3 of this TS, and Annex I.F); the proposed milestone payment plan for SC1 in accordance with the template provided in Annex I.L; a statement of compliance to the financial requirements of this Tender Specification, and to the instructions of Annex I.F.
(2)	<p>Financial Proposal Price Summary which shall be provided by using the template in Annex I.F in line with the instructions included therein (see also Section 5.7.3.2 and 5.7.3.3).</p>
(3)	<p>Cost Breakdown Structure and required set of Cost Sheets which shall be provided by using the template in Annex I.M in line with the instructions included therein (see also Section 5.7.3.2 and 5.7.3.3).</p>
(4)	<p>Subcontractor's financial proposals which shall include their Financial Proposal Executive Summary, the required set of cost sheets to substantiate their share of Unit Prices and SC Prices, and all the details necessary to understand their contribution to the overall proposal.</p>
(5)	<p>The Statistical Reporting shall be duly filled out and provided, based on the proposal for SC1, using the template (see Annex I.N) and in line with the instructions therein.</p>

The financial offer must respect the following conditions:

5.7.3.2 Prices

The Financial Proposal Price Summary template (**Annex I.F**) requires the Tenderer to offer two types of prices: **Unit Prices** in Annex I.F.1 and **Total prices** for SC1 in Annex I.F.2; a scenario second specific contract Scenario SC2 is automatically computed in Annex I.F.3 for the purposes of indicating an overall total price for the Tender in Annex I.F.4, this is based on an assumed continued service provision of SC1. The Tenderer does not need to enter any numbers into either of Annex I.F.3 or Annex I.F.4 as it is done automatically based on the values the Tenderer enters into Annex I.F.1 and Annex I.F.2.

Prices are to be quoted firmly in 2024 economic conditions. In the financial proposal and the requested cost sheets, the tender shall consistently indicate the economic conditions and the month at submission of the proposal.

The total prices of the specific contracts and the Unit Prices quoted in **Annex I.F**, must be firm and fixed and are subject to revision according to the provisions of the contract. Therefore, all prices shall be offered without indexation.

In case of discrepancies between the Financial Proposal Executive Summary, Annex I.M and Annex I.F, the latest shall prevail.

5.7.3.2.1 Unit Prices

The unit prices in the financial offer Annex I.F.1 will constitute the price list for the duration of the Framework Contract, shall not be conditional, and shall include all costs and expenses. Cost and expenses are:

- effort for all the tasks necessary for their performance, including all costs (management of the project, coordination, quality control, support resources, Contractor's presence at meetings, etc.), overheads (management of the firm, secretarial services, social security, wages, etc.), incurred directly and indirectly by the Contractor in performance of the tasks within the scope of the Contract.

Overheads and profit shall be applied in a sound and reasonable manner. The Tenderer shall detail the formula/rules for overheads and profit calculation. No profit is allowed on sub-contractors work share.

The Tenderer is required to offer all Unit Prices listed in Annex I.F.1. Each Unit Price shall be substantiated by a dedicated set of Cost Sheets as per Section 5.7.3.3.

The Tenderer shall not change the price structure provided in Annex I.F and Annex I.M. In case additional Unit Prices are considered necessary, the Tenderer shall add / include them in the Unit Price list (Annex I.F) clearly explaining the rationale for such addition and the scope of the corresponding Unit Price and submit the required Cost Sheets forms.

For each Unit Price, the price shall be broken down between the activities of the Tenderer and the activities of each subcontractor, allowing a clear identification of the costs of the Tenderer and of each sub-contractor until at least N-2 level (N being Tenderer's level);

The prices for SC1 are automatically calculated when the Tenderer indicates the number of units proposed for each unit price for the duration of the Specific Contract. The prices for the Scenario SC2, found in Annex I.F.3, are then automatically calculated based on the unit prices for the FWC and service prices for SC1.

5.7.3.3 **Cost Sheets**

Tenderer shall submit the sets of Cost Sheets requested using the template provided in Annex I.M, without modifications, in both pdf (duly signed) and excel format. In case of discrepancies the pdf will prevail.

The Cost Sheets shall be filled-in following the instructions provided per each Cost Sheet to allow EUSPA to assess the Tenderer's financial proposal. Failure to provide accurate and complete Price Cost Sheets from the Tenderer, all members of the Core Team (see Section 3.2), and all sub-contractors will lead to a lower marking of criterion **Q4**.

5.7.3.3.1 Cost Sheets for Unit Prices

Each unit price offered as part of Annex I.F.1 shall comply with the following requirements:

- A. The following set of price Cost Sheets forms shall be provided to the Contracting Authority as part of the proposal for the Tenderer, by all members of the Core Team, and all sub-contractors as follows:
- (i) A1: to provide basic rates, overheads and general expenses; this form shall be provided only once by the Tenderer, by all members of the Core Team, and by all subcontractors individually;
 - (ii) A2: to provide the total price per each Unit Price (including sub-contractor/s share which shall be equal to the sum of the individual subcontractor A2 forms contributing the total Unit Price broken down by individual cost elements;
 - (iii) A2 Exhibit A: to provide the granularity of each direct cost items indicated under Section 3 of the A2 form.

5.7.3.3.2 Cost Sheets for Specific Contracts

Each Specific Contract/Evaluation Scenario price shall comply with the following requirements:

- A. The following set of Cost Sheets forms shall be provided to the Contracting Authority as part of the SC1 proposal as follows:
- (i) A4: to provide the Specific Contract overall price distribution per Work packages;
 - (ii) A10: to provide the Specific Contract overall price distribution over its duration;
 - (iii) A15.1: to provide the Specific Contract estimated expenditure profiles over time versus the Milestones Payment Plan (Annex I.L).
- B. Cost Sheets A10 and A15.1 shall provide the costs distributed by quarter.
- C. Cost Sheet A15.1 shall be in line with the proposed Milestone Payment Plan (Annex I.L).
- D. Prices shall be proposed as per the first Specific Contract, in which the unit prices identified in Annex I.F.1 FWC Prices shall apply.
- E. When risks, related to the SC implementation are identified, such risks shall be addressed by the Contractor, in terms of description, assessment, programmatic/financial impact and relevant justification at SC level. No risk provision shall be included in the Unit Prices. Should EUSPA not agree upon the Contractor assessment regarding existence / magnitude / probability and programmatic/financial impact of the risks identified, the SC shall be signed without the risk component. Should the risk materialise, the Contractor shall be entitled to propose amendment to the Contract addressing the situation.
- F. For each Specific Contract, the price shall be broken down between the activities of the Tenderer and the activities of each subcontractor, allowing a clear identification of the costs of the Tenderer and of each sub-contractor until at least N-2 level (N being Tenderer's level);

5.7.3.4 VAT Exemption

As the Contracting Authority is exempt from all taxes and dues, including value added tax (VAT), pursuant to Articles 3 and 4 of the Protocol on the privileges and immunities of the European Union, these must not be included in the price.

5.7.3.5 Currency and Exchange Rates

The price tendered must be all-inclusive and expressed in **Euro**, including for countries which are not part of the Euro zone. For Tenderers in countries which do not belong to the Euro zone, the price quoted may not be revised in line with exchange rate movements. It is for the Tenderer to select an exchange rate and assume the risks or the benefits deriving from any fluctuation.

5.8 Submission

Tenders are to be submitted via the eSubmission application according to the instructions laid down in the Invitation to tender letter and the eSubmission Quick Guide and are to be submitted not later than the relevant date and time specified in Section 1.7 above.

It is required that tenders be presented in the correct format and include all documents necessary to enable the evaluation committee to assess them. Failure to respect these requirements will constitute a formal error and may result in the rejection of the tender.

EUSPA retains ownership of all tenders received under this procedure. Consequently, tenderers shall have no right to have their tenders returned to them.

Tenderers are advised to submit the tender ahead of the deadline in order to avoid potential problems during the final days/hours before the closing date of tenders' submissions. The Agency cannot be held responsible for any last-minute malfunctioning of the eSubmission tool due to heavy traffic on the website.

Please note that the **Declaration of Honour** (see Section 4.1 and Annex I.B) and the **NDU** (see Section 1.9 and Annex I.G) must be signed:

- either electronically with a qualified electronic signature (QES)
- or with blue ink, with the original provided to EUSPA by post mail, express mail, commercial courier or hand-delivery to the following address:

European Union Agency for the Space Programme (EUSPA)
Procurement and Legal Department
Tender ref: EUSPA/OP/18/24 "GRC Facilities Management and Logistics Services"
Janovského 438/2
170 00 Prague 7
Holešovice, Czech Republic

In parallel, the tenderers shall send a scan of the original to tenders@euspa.europa.eu, to allow a faster treatment of the request.

Please note that only QES within the meaning of Regulation (EU) No 910/2014 (eIDAS Regulation) will be accepted. This electronic signature must be provided by a provider which has a qualified status granted by a national competent authority of an EU Member State and which is listed in the national eIDAS Trusted Lists and the EU List of eIDAS Trusted Lists (LOTL) (available at <https://webgate.ec.europa.eu/tl-browser/#/>).

5.9 Public Opening of the Tenders

Tenders will be opened in a virtual opening session on the date and time indicated under Section 5.1.12 of the contract notice. A maximum of two representatives per tender may attend.

Tenderers may request to attend the opening by sending an email to tenders@euspa.europa.eu as soon as possible and not later than three hours before the scheduled start of the opening session. The request must include the full name(s) and email address(es) of the representative(s), the name of the represented tenderer and the submission receipt generated by e-Submission. The contracting authority reserves the right to refuse access to the virtual opening session if the above information is not provided as required.

The representatives will receive an invitation by email with the meeting details and instructions how to attend the opening.

The public part of the opening session will be strictly limited to the following aspects:

- verification that each tender has been submitted in accordance with the submission requirements of the call for tenders;
- announcement of the tenders received: the names of the tenderers (all members in the case of a joint tender) will be announced;

Tenderers not present at the opening session may send an information request to tenders@euspa.europa.eu if they wish to be provided with the information announced during the public opening.

Once the contracting authority has opened the tenders, they shall become its property and will be treated confidentially.

5.10 Period of Validity of the Tenders

Period of validity of the tenders, during which Tenderers may not modify the terms of their tenders in any respect shall be 9 (nine) months from the closing date for the submission of the tenders.

5.11 Further Information

Contacts between the Contracting Authority and Tenderers are prohibited throughout the procedure, save in exceptional circumstances and under the following conditions only:

Before the final date for submission of tenders:

- At the request of the tenderer, the Contracting Authority may provide additional information solely for the purpose of clarifying the nature of the contract.
- Any requests for additional information must be made in writing only through the procedure's Funding & Tenders Portal (F&T Portal) link indicated in the Invitation to Tender in the "Questions & answers" section, by clicking "Create a question" (EU Login registration is required to be able to create and submit a question)
- Requests for additional information received after deadline specified in Section 1.7 above cannot be processed.
- The Contracting Authority may, on its own initiative, inform interested parties of any error, inaccuracy, omission, or any other clerical error in the text of the Invitation to Tender.

After the opening of tenders:

- If, after the tenders have been opened, some clarification is required in connection with a tender, or if obvious clerical errors in the submitted tender must be corrected, the Contracting Authority may contact the Tenderer, although such contact may not lead to any substantial alteration of the terms of the submitted tender.

5.12 Information for Tenderers

The Contracting Authority will inform tenderers of decisions reached concerning the award of the contract in due course, including the grounds for any decision not to award a contract or to recommence the procedure.

If a written request is received, the Contracting Authority 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.

5.13 Data Protection

Personal data gathered for the purpose of the present procedure will be processed pursuant to Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data. This data will be processed by EUSPA as indicated in the privacy statement published on the Agency's website (https://www.euspa.europa.eu/sites/default/files/privacy_statement_relating_to_euspa_procurement_procedures_grants_prizes_and_selection_of_experts.pdf). Any request regarding your personal data should be addressed to the data controller responsible for the call for tenders (European Union Agency for the Space Programme, (EUSPA), Head of Security Operations and Monitoring Department email: tenders@euspa.europa.eu). You may also contact the Agency's Data Protection officer (DPO) at DPO@euspa.europa.eu. If your request has not been responded to adequately by the data controller and/or DPO, you can lodge a complaint with the European Data Protection Supervisor at edps@edps.europa.eu

5.14 Tenderer's Consent to use the Information Supplied in the Tender

By submitting a reply to the invitation to tender a Tenderer provides its unconditional and irrevocable consent to the Agency to use any information contained in the Tender in legal proceedings related to procurement regardless of the parties involved to the extent as necessary or appropriate for due protection of Agency's rights. Should the Agency use the content of the tender for this purpose, the tenderer waives any claim for any compensation of any kind whatsoever or any claim related to confidentiality and/or data protection.

6 Acronyms, Abbreviations, Definitions

Table 16: Abbreviations

Term	Definition
ADMIN	Administrative (usually used in conjunction with LAN to denote one of two administrative networks in the building).
AV	Audio-Visual
BMS	Building Management System: The GRC has a computerised system installed to assist with building management. The system informs the user of open windows, doors, alarms raised by equipment fault codes (e.g. HVAC units), etc. The system is set to send out email alerts and notifications to maintainers and facilities personnel.
CCTV	Closed Circuit Television
CLA	Classified
CoC	Certificate of Conformance
CV	Curriculum Vitae
DLSO	Deputy Local Security Officer
DoH	Declaration of Honour
EC	European Commission
EEA	European Economic Area
EFTA	European Free Trade Association
EGNOS	European Geostationary Navigation Overlay Service
EU	European Union
EUCI	EU Classified Information
EUSPA	European Union Agency for the Space Programme
FCD	Facility Characterisation Document
FML	Facilities Management and Logistics
FML Infrastructure	All the building related infrastructure that allows the correct operating and working environment of the GRC; such as: HVAC/climate-control, electrical installations and distribution (including UPS and generator function), plumbing, sewerage, earthing, lighting protection, offices, meeting rooms, operations rooms, communal facilities (kitchens, toilets, etc), telecommunications (including internet connection), access control mechanisms, security installations, etc.
FR	Financial Regulation
FSC	Facility Security Clearance
FWC	Framework Contract
GNSS	Global Navigation Satellite System
GRC	Galileo Reference Centre
GRUE	EUSPA RESTREINT UE (network)
H&S	Health and Safety
HE	Hosting Entity (see also NL)
HS	Hosting Services The predecessor term for FML.
HVAC	Heating, Ventilation, and Cooling

Term	Definition
ICT	Information and Computing Technology
IDS	Intrusion Detection System
IOM	Installation, Operation, and Maintenance
IT	Information Technology
ITT	Invitation to Tender
KOM	Kick-off Meeting
KPI	Key Performance Indicator
LAN	Local Area Network
LEF	Legal Entity Form
LSO	Local Security Officer
MGA	Medium Gain Antenna (also sometimes referred to as steerable MGA or SMGA)
MS	Member State (a country that is a member of the EU bloc, sometimes also taken to include Norway and Switzerland for the purposes of referring to data contributions to the GRC)
MSM	Monthly Status Meeting
NDU	Non-Disclosure Undertaking
NL	Kingdom of the Netherlands Also known as the Hosting Entity for the GRC
No-break Power Supply	A power source that can take effect immediate upon a grid power outage (see also UPS)
Nominal GRC Opening Hours	07:00 to 20:00 every weekday; excluding National public holidays
NP	Negotiated Procedure
NSA	National Security Authority
NTP	Network Time Protocol
PDP	Power Distribution Panel
pH	Potential of Hydrogen (the scale used to denote the acidity / alkalinity of a substance)
PHSTM	Packaging, Handling, Shipping, and Transportation Manual
PIB	Power Interface Box
QES	Qualified Electronic Signature
RF	Radio Frequency
SAL	Security Aspects Letter
SCCO	Specific Contract Close Out
SOW	Statement of Work
TS	Tender Specifications
UNCLA	Unclassified
UPS	Uninterrupted Power Supply (see also No-break Power Supply)
UTP	Unshielded Twisted Pair
VAT	Value Added Tax
WC	Water Closet

7 List of Tender Specification Annexes

Table 17: Applicable Documents

Annex	Title
Annex I.A	Template Identification Sheet of the Tenderer
Annex I.B	Template Declaration of Honour
Annex I.C	Template Power of Attorney (for consortia)
Annex I.D	Template Subcontractor Letter of Intent
Annex I.E	Template Financial Statements Relating to the Selection Stage
Annex I.F	Template Financial Proposal Price Summary
Annex I.G.1	Template (Standard) Non-Disclosure Undertaking
Annex I.G.2	Template (Reinforced) Non-Disclosure Undertaking
Annex I.H	Criteria for assessment of participating conditions, includes three parts: <ul style="list-style-type: none"> - Part I – Criteria for assessment of participation conditions - Part II – Excel Spreadsheet – Declaration of Ownership and Control - Part III – Additional Information Regarding the Assessment of Participating Conditions
Annex I.I	Due Diligence / Applicable Documents*
Annex I.J	Key Performance Indicators (KPI) Formulae
Annex I.K	Not applicable
Annex I.L	Template Milestone Payment Plan
Annex I.M	Template Cost Sheets
Annex I.N	Template for Statistical Reporting
Annex I.O	GRC Building Information Document*
Annex I.P	Statement of Compliance to TS/ToR/Draft Contract
Annex I.Q	Security Aspects Letter (SAL)

Annex	Title
Annex I.R	Statement of Compliance to the SAL

* Documents are provided after (standard) NDU, see Section 1.8, Section 1.9, and Annex I.I.

Annex I.I Due Diligence / Applicable Documents

Document Title ³²	Reference ID	Availability
EUSPA Health and Safety Policy	GSA-FML-FM-POL-245037	After NDU
GRC House Rules	GSA-GAL-GRC-POL-A09620	After NDU
GRC FML Asset Inventory List	EUSPA-GAL-GRC-LI-A19932	After NDU
Delivery Rules and Procedures	GSA-PCEDQ-CADM-PRC-A10070	After NDU
Hosting Infrastructure Design Definition File (DDF)	GAL-DD-FORE-GRC-5005	After NDU
Hosting Infrastructure Design Justification File	GAL-DJF-FORE-GRC-5006	After NDU
Hosting Site Interface Control Document (HSICD)	GAL-ICD-FORE-GRC-5003	After NDU
Hosting Infrastructure Design, Development, and Validation Plan (HIDDVP)	GAL-PL-FORE-GRC-5001	After NDU
Hosting Services Management Plan (HSMP)	GAL-PL-GMV-GRC-5002	After NDU
Hosting Services Maintenance Plan	GAL-PL-FORE-GRC-5012	After NDU
Hosting Infrastructure Installation Procedures	GAL-PRO-FORE-GRC-5007	After NDU
GRC Hosting Service Procedures	GAL-PRO-FORE-GRC-5015	After NDU
Certificate of Conformance (CoC)	GAL-RPT-GMV-GRC-5009	After NDU
Local Standards for the Certificate of Conformance	GAL-REQ-GMV-GRC-5008	After NDU
GRC Building Information Document	EUSPA-OP-18-24–Annex I.O	After NDU

³² *Hosting Services (HS) was the predecessor title for the activities now falling under the remit of Facilities Management and Logistics (FML) services. All mentions of 'Hosting Services' and/or 'HS' can be taken to mean 'Facilities Management and/or Logistics Services' or 'FML Services'.*

Annex I.J Key Performance Indicator (KPI)

Annex I.J.1 KPI Formulae

There are four KPIs to be measured within the remit of this FWC; they are:

- **KPI-01**: FML Infrastructure Availability and Effectiveness;
- **KPI-02**: FML Infrastructure Reliability;
- **KPI-03**: FML Support Service Availability;
- **KPI-04**: FML Support Service Reliability.

KPI-01: FML Infrastructure Availability and Effectiveness

This KPI measures the real availability and effectiveness, during the reporting period, of the combined FML Infrastructure under the responsibility of the Contractor. As particular elements of the GRC have a higher importance than others, the KPI has been designed to account for the impact such malfunctions would have should they occur. Each impacting incident is measured in minutes and the combined total duration of incidents of each criticality shall be considered for measurement of the KPI. The lowest KPI value obtained from the look-up table as a result of the analysis of the reporting period reality shall be the one used in the calculation of any liquidated damages for the same period.

Table 18 presents the look-up list of incidents that impact this KPI along with their associated impact level for use when consulting the KPI look-up table, Table 19. "11" is the highest criticality level.

Table 18: Impacting Infrastructure Incidents and Impact Levels

KPI-01 Impact Level	Impacting Incident Description(s)
13	Office Internet System/Service Outage
	E-Mail System/Service Outage
	Telephony System/Service Outage
	Meeting System Fault Preventing Use
12	Office Power Outage
	Equipment Room Environment Out of Specification (Temperature and/or Humidity) or Partial Loss of Operational Equipment Room HVAC
	Loss of Administrative Equipment Room or UPS Room HVAC
11	Partial Loss of Single Building Security System (IDS, CCTV, etc.)
	No-Break Outage
	Short-Break Outage
	Operational Internet Outage
	Complete Loss of One Building Security System or Partial Loss of Multiple Building Security (IDS, CCTV, etc.)
	Complete Loss of HVAC to Operational Equipment Rooms

The KPI shall be measured by the cumulative impacting incident duration of each impact level and comparing to Table 19. The final value shall be the lowest of the three obtained.

Table 19: KPI-01 Look-Up Table

Impacting Incident Duration (minutes)	KPI-01 Impact Level I3	KPI-01 Impact Level I2	KPI-01 Impact Level I1
0-4	1	1	1
5-14	1	1	0.5
15-29	1	0.8	0
30-59	1	0.6	0
60-89	0.8	0.4	0
90-119	0.6	0.2	0
120-149	0.4	0	0
150-179	0.2	0	0
180 +	0	0	0

Example of KPI-01:

During the reporting period there was one office internet outage that lasted 25 minutes, one telephony system outage lasting 45 minutes, and a period of 30 minutes where the Unclassified Equipment Room temperature has exceeded the maximum limit; this gives a total duration of 100 minutes for Incident Impact Level I3. During the same reporting period there was 10 minute outage of the operational internet; this gives the total duration for Incident Impact Level I1 of 10 minutes. Finally, there were no incidents of Incident Impact Level I2 to report.

Comparing the durations to the lookup table we find that Incident Impact Level I3 corresponds to a value of 0.6 while Incident Impact Level I1 corresponds to a value of 0.5; therefore the value of KPI-01 for the reporting period is 0.5.

KPI-02: FML Infrastructure Reliability

This KPI measures the reliability, during the reporting period, of the combined FML Infrastructure under the responsibility of the Contractor. As particular elements of the GRC have a higher importance than others, the KPI has been designed to account for the impact of the occurrence of such incidents. Each incident is recorded per occurrence and the combined total of all occurrences of impacting incidents in each impact level is used to determine the KPI value using look-up tables, below. The lowest KPI value obtained from the look-up table as a result of the analysis of the reporting period reality shall be the one used in the calculation of any liquidated damages for the same period.

Table 18 presents the look-up list of incidents and their associated criticality level for use when consulting the KPI look-up table, Table 20, which is then used to determine the KPI value. “I1” is the highest criticality level.

Table 20: KPI-02 Look-Up Table

Impacting Incidents #	KPI-02 Impact Level I3	KPI-02 Impact Level I2	KPI-02 Impact Level I1
0	1	1	1
1	0.8	0.6	0
≤ 3	0.6	0.3	0
≤ 5	0.4	0	0
≤ 7	0.2	0	0
7 +	0	0	0

Example of KPI-02:

During the reporting period there was one office internet outage, one telephony system outage, and two email system outages; this gives the total number of incidents with Incident Impacting Level I4 as 4. At the same time there was one incident where the Unclassified Equipment Room temperature had exceeded the maximum limit; this gives a total of number of incidents with Impact Level I3 as 1. During the same reporting period there was one incident involving the office power; this gives the total number of incidents of Impact Level I2 as 1. Finally, there were no incidents of Incident Impact Level I1 to report.

Comparing the total number of incidents of each criticality level to the lookup table we find that the number of incidents that occurred with an Incident Impact Level I4 corresponds to a KPI value of 0.4, the number of incidents corresponding to an Incident Impact Level I3 corresponds to a KPI value of 0.75 while Incident Impact Level I2 corresponds to a value of 0.6; therefore the final value of KPI-02 for the reporting period is 0.4.

KPI-03: FML Support Service Availability

This KPI measures the availability, during the reporting period, of the combined FML Support Service under the responsibility of the Contractor. The combined FML Support Service in this contract shall be constituted by the on-site availability of the personnel during working hours, the on-call availability of the service outside of working hours, and the availability of the service desk function. The unavailability of each shall be measured in minutes and combined to determine the KPI value by consulting the look-up table for KPI-03, given in Table 21.

Table 21: KPI-03 Look-Up Table

Impacting Incident Duration (minutes)	KPI-03 Value
0-14	1
15-29	0.8
30-59	0.6
60-89	0.4
90-119	0.2
120 +	0

Example of KPI-03:

During the reporting period there were 8 minutes of unavailable on-site support and 15 minutes of unavailability of the service desk / ticketing tool; this gives a combined support service unavailability of 23 minutes and results in a KPI value of 0.8 for KPI-03.

KPI-04: FML Support Service Reliability

This KPI measures the reliability, during the reporting period, of the combined FML Support Service under the responsibility of the Contractor. As not all parts of the support service are equal in the impact they could have on the mission of the GRC should they be performed incorrectly, the service is categorised by impact level; as shown in, Table 22. As a result, the KPI has been designed to account for this impact level in its determination of the KPI value, each type of poor performance is recorded per occurrence or day (in the case of the report delivery) and the total per impact level is summated.

Table 22: Impacting Support Service Issues and Impact Levels

KPI-04 Impact Level	Impacting Incident Description(s)
I4	Service Desk Late Response/Resolution: Severity 4
I3	Service Desk Late Response/Resolution: Severity 3
	Days Late in Delivery of Monthly Report
	Occurrence of Support Service Unavailability
I2	Service Desk Late Response/Resolution: Severity 2
	Incident of Late Maintenance Resulting in Impact to Operations Planning
I1	Service Desk Late Response/Resolution: Severity 1

Table 22 presents the look-up list of incidents and their associated impact level for use when consulting the KPI look-up table, Table 23, which is then used to determine the value for KPI-04. "I1" is the highest impact level. The lowest corresponding KPI value is always selected regardless of Impact Level.

Note: *In Table 22, 'Service Desk Late Response' is considered as the number of instances of late responses, resource allocation, and/or ticket updates provided to the ticket originator; as*

defined in Table 6 along with the associated Service Desk ‘Severity’ levels, as defined in Section 2.2.2.2.1.4.

Table 23: KPI-04 Look-Up Table

Number of Occurrences and/or Days Late	KPI-04 Impact Level I4	KPI-04 Impact Level I3	KPI-04 Impact Level I2	KPI-04 Impact Level I1
0	1	1	1	1
≤ 2	0.8	0.75	0.6	0.5
≤ 4	0.6	0.5	0.3	0
≤ 6	0.4	0.25	0	0
≤ 8	0.2	0	0	0
8 +	0	0	0	0

Example of KPI-04:

During the reporting period there was one service desk ticket of Severity 3 that had resources allocated late and one response to the originator that was also late, in addition, the monthly report was late by three days; this gives a total summated value for Impact Level I3 of 5. In the same reporting period, there was one instance of late maintenance that resulted in an impact to operations planning giving a total summated value for Impact Level I2 of 1. Additionally, the same period also saw one Severity 1 service desk ticket closed late and as a result the total value for Impact Level I1 is 1. Finally, there were no issues to note under the Impact Level 4 category.

Using the look-up table for KPI-04, it can be seen that the KPI value for Impact Level I4 corresponds to 1, the KPI value for Impact Level I3 corresponds to 0.25, the KPI value for Impact Level I2 corresponds to 0.6, and the KPI value for Impact Level I1 corresponds to 0.5. This results in a final KPI value of 0.25 for KPI-04.

Annex I.J.2 Liquidated Damages System

Each of the four KPIs being monitored under the contract are calculated to be used in a Liquidated Damages (LD) system to provide the Contracting Authority with an economic compensation whenever the Contractor is unable to fulfil the service requirements.

In the below, the values have the following meanings:

- RP is the Reporting Period (one calendar month),
- KPI is the Key Performance Indicators (as defined in Annex I.J.1),
- MLD is the Maximum Liquidated Damage, calculated as 20% of the reporting period price.
- CAP is 8% of the reporting period price.

The formula for the application of the liquidated damages incurred during the reporting period is as follows:

$$Liquidated\ Damage = \min \left\{ \frac{\sum_i w_i (1 - KPI_i)}{\sum_i w_i} MLD, CAP \right\}$$

The LD to be applied is the lower value between the calculated damages for the reporting period or the CAP. The weighting of each of the KPIs is provided in Table 24:

Table 24: KPI Weights

KPI #	Title	KPI Weight
KPI-01	FML Infrastructure Availability and Effectiveness	100
KPI-02	FML Infrastructure Reliability	80
KPI-03	FML Support Service Availability	90
KPI-04	FML Support Service Reliability	70

More specifically, the LD shall be calculated for each reporting period (on a monthly basis), using each of the above KPIs, as follows:

1. For each KPI the calculation shall be:

$$LD\ for\ KPI_i = ((1 - KPI_i\ Value\ for\ RP) * KPI_i\ Weight) / Sum\ of\ all\ KPI\ Weights$$

2. The four resultant values shall then be summated as follows:

$$Total\ LD\ Factor = LD\ for\ KPI-01 + LD\ for\ KPI-02 + LD\ for\ KPI-03 + LD\ for\ KPI-04$$

3. The Total LD Factor for the RP shall be multiplied by the Maximum Liquidated Damage (MLD) to obtain the Total LD Value for the RP:

$$Total\ LD\ Value\ for\ RP = MLD * Total\ LD\ Factor$$

Example of LD System Application:

Using the example KPI values from Annex I.1.1 the KPI values for the example reporting period of one month are:

$$KPI-01 = 0.5, KPI-02 = 0.4, KPI-03 = 0.8, and KPI-04 = 0.25$$

Putting these into the equations above we obtain the following:

$$MLD * ((100 * (1 - 0.5)) + (80 * (1 - 0.4)) + (90 * (1 - 0.8)) +$$

$$\frac{(70 * (1 - 0.25))}{(100 + 80 + 90 + 70)}$$

Or more simply:

$$MLD * (168.5 / 340) = MLD * 0.4956$$

*Meaning the total LD that would be applied for the month would be the lower of the two values between CAP and $MLD * 0.4956$, where MLD is found as $0.2 * \text{Price for Reporting Period}$.*

Annex I.K Technical Assistance Description (TAD) Template – not applicable

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