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Title: High Accuracy Data Generator (HADG) for High Accuracy Service (HAS) phase 2

WFID: 303975

CORRIGENDUM 3

Tenderers are informed of the following updates in the annexes to the Invitation to Tender.

1. Annex I.A – Tender Specifications section 2.3.6 – Professional Conflicting Interests is modified as follows (in red):

~~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 contractual activity. The current form of such declaration is attached for information to the draft Contract. 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.~~

At the time of submission of the tender and during the term of the contract, the Contractor shall not be in any situation that could compromise the impartial and objective performance of the contract. For this purpose, Tenderers shall at the time of the tender:

i. either confirm in the **Executive Summary** of the technical proposal their absence of professional conflicting interest, or

ii. substantiate in the **Executive Summary** of the technical proposal how the potential, perceived or actual professional conflicting interest, which may negatively affect the performance of the Contract is mitigated and describe the mitigating measures which remedy such a situation

For point (ii) above, the Tenderers must provide a comprehensive analysis and justification, with at least the following information:

a) previous and/or current involvement in activities which may have as a result that the impartial and objective performance of the present contract may be compromised;

b) where applicable in respect of rules on conflict of interest regulating the legal profession, including the professional ethics rules applicable to the tenderer;

c) description of operational structure and mechanisms for monitoring, preventing and resolving conflicting interests during the execution of the contract 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

2. Annex II –Draft Contract – Article 5.8 g) is modified as follows (in red).

The Agency may suspend the payment periods specified in this Contracts at any time by notifying the Contractor that its invoice cannot be processed. The reasons the Agency may cite for not being able to process an invoice are:
- because it does not comply with the Contract;
- because the Contractor has not produced the appropriate deliverables, supplies or documents or
- because the Agency has observations on the deliverables, supplies or documents submitted with the invoice.
- because of reasons duly justifying the need to perform on-the-spot checks or to ascertain eligibility of the payment

The Agency must notify the Contractor as soon as possible of any such suspension, giving the reasons for it.

Suspension takes effect on the date the Agency sends the notification. The remaining payment period resumes from the date on which the requested information or revised documents are received or the necessary further verifications or corrections, including on-the-spot checks, ~~is~~ are carried out. When the suspension requires the Contractor to provide additional ~~clarifications or information~~ documentation and/or Deliverable Items (i.e. documentation and/or Deliverable Items which were not provided by the date of submission of the invoice), such suspension shall stop 21 (twenty-one) calendar days after the date the Contractor has provided such documentation and/or Deliverable Items ~~clarifications or information~~, in the absence of further rejection from the Agency during that time period. Where the suspension period exceeds 3 (three) months, the Contractor may request the Agency to justify the continued suspension. In case of suspension of payment, the Agency shall not be liable for late payment.