GSA/OP/05/15/Lot2

"Provision of Quality Management Services to the GSMC site in Saint-Germain-en-Laye"

Annex I.2 to Invitation to Tender

'Tender Specifications'

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1 Overview

The present specifications are attached to the Invitation to Tender and are intended to complement the information contained in the Contract Notice 2015/S 055-095507 providing to the tenderers further information on the procurement procedure and elements to allow them to prepare for the procurement process.

1.1 Context of the tender

1.1.1 The European GNSS programmes

The European GNSS (EGNSS) programmes essentially comprise the Galileo and the EGNOS programme.

The Galileo programme is Europe's initiative for a state-of-the-art Global Satellite Navigation System (GNSS) completely independent of other existing or potential systems. Galileo is the largest industrial project ever organised on an EU scale, and the first public infrastructure owned by an EU institution.

The Galileo programme consists of a definition phase, a development and validation phase, a deployment phase and an exploitation phase. The deployment phase consists of the establishment of all the space and ground-based infrastructures as well as related operations, preparing for the exploitation phase. This phase is running from 2008 onwards. The exploitation phase consists in the provision of services to the users which are currently expected to start running from 2015 onwards starting with the provision of early services for the open service, search and rescue service and public regulated service. Those initial services shall be gradually improved with the aim of reaching full operational capability by 31 December 2020.

EGNOS (European Geostationary Navigation Overlay Service) was Europe's first concrete venture into satellite navigation. Essentially a ‘pre-Galileo' system, EGNOS uses geostationary satellites and a network of ground stations to receive, analyse and augment, and then re-transmit GPS, GLONASS and eventually Galileo signals.

EGNOS makes existing satellite navigation signals suitable for safety critical applications such as flying aircraft or navigating ships through narrow channels. EGNOS was certified for civil aviation in 2011.

EGNOS increases the accuracy of existing satellite positioning signals while providing a crucial ‘integrity message', informing users in the event of signal problems. It also transmits an extremely accurate universal time signal.

1.1.2 The European GNSS Agency

The European GNSS Agency (hereinafter ‘GSA’, ‘the Agency’ or ‘the Contracting Authority’) is an official European Union regulatory authority formed by the European Union to accomplish specific tasks related to the EGNSS programmes[1].

[1] REGULATION (EU) No 912/2010 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 22 September 2010 setting up the European GNSS Agency, as modified by REGULATION (EU) No 512/2014 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 16 April 2014.

GSA manages public interests related to EGNSS programmes. Its strategic objectives include the achievement of a fully operational Galileo system, its exploitation and that of the EGNOS programme as well as the promotion and marketing of related services. This includes also the laying of foundations for a fully sustainable and economically viable system and its security. Moreover, the Agency's key objective is to make Galileo not just a functioning system but also the world's leading satellite navigation system for civilian applications.

1.1.3 The Galileo Security Monitoring Centre

The Galileo Security Monitoring Centre (GSMC) is operated by the GSA and will be the hub of European GNSS security. GSMC reports directly to the GSA Executive Director and its mission is to provide Public Regulated Service (PRS) Management, provision of PRS expertise upon request, Galileo security and system status monitoring and incident handling and other supporting activities. The GSMC also coordinates the implementation of Joint Action instructions received from the Joint European Union Situation Centre (SitCen).

The GSMC's premises are located in Saint-Germain-en-Laye in France (main site) and in Swanwick in the UK.

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

1.2 Outline of the tender and procedural process

Name: **GSA/OP/05/15/Lot2 - "Provision of Quality Management Services to the GSMC site in Saint-Germain-en-Laye"**

Procedure: **Open procedure** in accordance with Article 127 (2) RAP[2] for procurement of services, under **a multiple supplier framework service contract in "cascade"**.

The GSA reserves the right to launch an exceptional negotiated procedure for similar services with the same Contractor in case of need, as foreseen in Art. 134(1)(e) and/or (f) RAP.

IMPORTANT NOTE:

- The tenders will have to fulfil the conditions of submission set out in section 4.5 of these specifications;
- **Tenderers will be required to accept all the terms and conditions** set out in the **Invitation to Tender**, **tender specifications** & **draft contract** and to waive its own general or specific terms and conditions. The terms and conditions set out in the invitation to tender, tender specifications & draft contract **shall be binding on the tenderers to who the contract is awarded for the duration of the contract;**
- Please note that any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or the GSA during

[2] Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union.

the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his tender and may result in administrative penalties;

- In drawing up the application, the tenderers should bear in mind the provisions of the draft contract (see **Annex II.2** to the Invitation to Tender), namely since the draft contract indicates the method and the conditions for payments to the contractor;
- The Invitation to Tender is in no way binding on GSA. GSA's contractual relationship commences only upon signature of the contract with the successful tenderer;
- Until the signature of the contract, GSA may decide to abandon procurement or cancel the award procedure. Such actions shall not entitle the tenderers to claim any compensation.

The following schedule is expected to be followed in this procurement procedure:

TIMETABLE	Date	Comments
Launch of tender	9 March 2015	Publication of Contract Notice in OJEU
Deadline for request of clarifications from GSA	7 April 2015	Requests to be sent in writing only to: tenders@gsa.europa.eu
Last date on which clarifications are issued by GSA	13 April 2015	All clarifications will be published at: http://www.gsa.europa.eu/gsa/procurement Economic operators are advised to check this webpage on a regular basis for possible updates and/or clarifications.
Deadline for submission of tenders	20 April 2015	**According to conditions for submission under Section 4 of these specifications**
Opening session	27 April 2015	Prague, CZ, 11:00 am local time.
Completion date for evaluation of tenders	May 2015	Estimated
Award decision and information	End of May 2015	Estimated
Signature of contracts	June 2015	Estimated

1.3 Purpose of the contract

The purpose of this contract is to establish a Framework Service Contract in cascade to support the maintenance and continuous improvement of quality management activities at the GSA. The services will be mainly provided at the GSMC site in Saint-Germain-en-Laye, France.

The maximum number of contractors foreseen for this Framework Contract is three (3), provided there is a sufficient number of tenderers satisfying all set criteria to be awarded a contract.

IMPORTANT NOTE: The purpose of this procurement and the ensuing contract is not to replace GSA staff. Tasks shall be provided for complementing GSA quality management not available in-house - a duplication of tasks is not intended and shall be avoided. Provision of the services will be coordinated with the contractor's point of contact alone for his/her communication and implementation with the individual quality technicians of the contractor. GSA will not directly instruct the contractor's individual quality technicians. Neither this procurement nor any activities under the ensuing contract (i) are meant to establish any employment relationship between the GSA and the contractor's personnel performing the services or (ii) shall be permitted to be interpreted as establishing such a relationship. The contractor shall take all measures to ensure this understanding with its personnel and shall indemnify and hold the GSA harmless against any claim which the GSA would face in this respect. For the purpose of this tender and any ensuing contract the term “contractor’s personnel” or “contractor’s employees” shall cover also any consortium or group member’s or subcontractor’s personnel performing services under the contract. The tenderer/contractor shall ensure that the entire content and legal implications of this note are clearly communicated, understood, and endorsed by any consortium member and subcontractor, as the case may be.

2 Terms of Reference

2.1 Applicable Legal Acts

Participation in the tender is subject to applicable legal restrictions and obligations. The reference documents include:

- REGULATION (EU) No 1285/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 11 December 2013 on the implementation and exploitation of European satellite navigation systems and repealing Council Regulation (EC) No 876/2002 and Regulation (EC) No 683/2008 of the European Parliament and of the Council[3];
- REGULATION (EU) No 912/2010 of the EUROPEAN PARLIAMENT and of the COUNCIL of 22 September 2010 setting up the European GNSS Agency, repealing Council Regulation (EC) No 1321/2004 on the establishment of structures for the management of the European satellite radio navigation programmes and amending Regulation (EC) No 683/2008 of the European Parliament and of the Council as amended by Regulation (EU) No 512/2010 of the European Parliament and of the Council of 16 April 2014;

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

[3] OJ L 347, 20.12.2013, p. 1.

- European GNSS Agency Financial Regulation and its Implementing Rules 2014 adopted by its Administrative Board on 25 April 2014;
- COMMISSION DELEGATED REGULATION (EU) No 1271/2013 of 30 September 2013 on the framework Financial Regulation for the bodies referred to in Article 208 of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council[4];
- REGULATION (EU, EURATOM) No 966/2012 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002[5];
- COMMISSION DELEGATED REGULATION (EU) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union[6].

In the general implementation and for the processing of tendering procedures in particular, regarding confidentiality and public access to documents, the following rules shall be observed:

- Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 and Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data, and;
- Council Regulation (EC) No 1049/2001 of 30 May 2001 regarding public access to European Parliament, Council and Commission documents.

GSA Internal Rules relevant to the execution of the FWC will be made available to the contractor after the signature of the FWC.

IMPORTANT NOTE: Beyond the legal acts listed above, 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 contract contemplated to be awarded as a result of the current procedure. Accordingly, the winning tenderer / contractor shall in particular hold the GSA harmless from any third party claim as may arise from or in connection with the contract or its implementation on grounds or argument of employment. It shall be the contractor's sole responsibility to ensure that its service providing personnel under the contract understand that they are not employed by the GSA and shall not interpret any part of their services to the GSA as creating any employment relationship between them and the GSA. The contractor shall immediately notify the GSA of any other circumstances that might give rise to claims against the GSA on the part of contractor's service providing personnel related to status of employment. In any event the contractor shall take all measures to prevent such claims from arising and shall hold the GSA harmless of any such claim.

[4] OJ L 328, 7.12.2013, p. 42
[5] OJ L 298, 26.10.2012, p. 1
[6] OJ L 362, 31.12.2012, p. 1

2.2 Technical Terms of Reference

2.2.1 Background

The Agency has developed and implemented an Integrated Management System (IMS) that is documented and applied. The IMS has been developed in order to consistently realise the Agency's objectives and operations in line with the expectations of the Agency's main stakeholders. It also includes processes for regular improvement of the system and continual assurance of conformity to the applicable statutory and regulatory requirements.

The European GNSS Agency has developed its own management standards that define the Integrated Management System, taking into account the various standards that the Agency's activities need to comply with. The GSA Management Standards are based on the following sets of standards:

- The European Commission's Internal Control Standards;
- The ISO 9001:2008 standard;
- The ISO 27001:2008 standard (under consideration but not implemented);
- The ISO 20000 standards (under consideration but not implemented);
- The Security Management System standards;
- The Safety Management System standards;
- The ECSS Standards

The **Internal Control Standards** are developed by the European Commission. The Internal Control Standards specify the requirements, actions and expectations which are necessary to build an effective system of internal control to provide reasonable assurances on sound financial management and the achievement of the objectives of the European GNSS Agency.

ISO 9001:2008 specifies requirements for a quality management system where an organisation:

- needs to demonstrate its ability to consistently provide product that meets customer and applicable statutory and regulatory requirements, and;
- aims to enhance customer satisfaction through the effective application of the system, including processes for continual improvement of the system and the assurance of conformity to customer and applicable statutory and regulatory requirements.

The **ISO 27001:2008** standard specifies requirements for the establishment, implementation, monitoring and review, maintenance and improvement of a management system - an overall management and control framework - for managing an organization's information security risks.

The **ISO 20000 standard** is a worldwide standard specifically aimed at IT Service Management. It describes an integrated set of management processes for the effective delivery of services to the business and its customers. The **ISO 20000-1:2011 standard** is the formal specification and defines the requirements for an organisation to deliver managed services of an acceptable quality for its customers. GSA IT service management processes will be designed based on Information Technology Infrastructure Library (**ITIL**) processes where relevant. ITIL is a set of practices for IT service management focusing on aligning IT services with the needs of business. ITIL Best Practices underpin the foundation of ISO 20000, allowing organisations to implement ITIL to achieve ISO 20000 certification.

GSA applies a number of security-related practices ("**The GSA security standards**" in the following) stemming from various sources addressing the Agency's security needs on three levels: a) applicable to all EU institutions; b) applicable to EU GNSS-involved institutions; c) GSA-specific requirements (an indicative list of applicable security-related sources follows):

- Commission Decision regarding the EUCI (2001/844/EC, ECSC, Euratom);
- Council Decision regarding the EUCI (2011/292/EU);
- Programme Security Instruction Concerning European GNSS Programmes (European GNSS PSI 4.0, 2013);
- National legislative frameworks, as applicable to various GSA locations;
- GSA-internal security standards for classified ICT systems

The **Safety Management System** (SMS) is designed to cover the responsibilities relating to the European Commission's (EC) management of the EGNSS programmes to provide assurance that the specifications are fit for purpose and the responsibilities of EC relating to the interfaces with other key stakeholders are clearly defined. The SMS refers only to safety. It, therefore, does not include any contractual issues or business risks, such as ensuring competition between potential Service Providers. These 'non-safety' risks are controlled by separate processes within the EC. However, it should be noted that any review of contracts or service level agreements may include safety aspects and so the safety aspects of the review would be included as part of the SMS within the scope of the EGNSS activities.

The **European Cooperation on Space Standardisation** (ECSS) **System** has been developed as a cooperative effort between the European Space Agency (ESA), the national European space agencies and space industries. It comprises a comprehensive set of documents addressing all essential aspects of the three major branches (project management, engineering and product assurance) for the successful implementation of space programmes and projects. The ECSS System is the base for all space-related activities undertaken by ESA, including Galileo and EGNOS. The ECSS Standards are mandatory for the core, supporting and management processes of some parts of the organisation (e.g. GSMC). To ensure homogeneity across the organisation and whenever relevant, the supporting and management processes of the GSA will be designed in line with the ECSS Standards as well.

2.2.2 Description of Tasks

The contractor is expected to perform the following services under the contract:

2.2.3 General activities

The general tasks under the contract consist of the maintenance and continuous improvement of quality management activities at GSA, including the on-going maintenance of the ISO 9001 certification and the preparation and maintenance of other certifications that form part of the Integrated Management System. They shall be performed under the direct supervision of the GSA Quality Manager and involve close interaction with the GSA Quality Officers. The working language shall be English, however the tasks to be performed in Saint-Germain-en-Laye shall also have interfaces with French-speaking stakeholders and subcontractors. The tasks consist mainly of:

1) Preparing, implement and follow-up of internal audits.
2) Supporting in-house training activities on quality management.
3) Maintaining the Quality Management System (QMS) documentation.
4) Reviewing documents produced by GSA from a quality management perspective (e.g. document version control, templates, approval flow), and when appropriate also from a content perspective.
5) Supporting the preparation of document deliveries related to milestones.
6) Supporting the review of the processes/deliverables related to project management, foster alignment between project management and quality processes, and providing quality management review feedback on project management implementation projects and tools.
7) Contributing to activity reports, such as those that may be required by Project Management Plans (PMP)
8) Supporting the development of procedures, templates and work instructions.
9) Maintaining the processes related to Anomaly Reporting.
10) Supporting the activities of Anomaly Review Boards (ARB) and Change Control Boards (CCB)
11) Recording and synthesising customer feedback and data on corrective and preventive actions.
12) Collating and analyse quality-related indicator reports.
13) Collecting other relevant data to allow for evaluation of the effectiveness of the QMS.
14) Assisting in the establishment of an Integrated Management System including Information Security and Safety Management.
15) Gap analysis and action plan proposals.
16) Implementation other actions required to maintain quality certification to the IS0 9001 standard.

These general activities will be complemented by the specific tasks described in the subsequent section (2.2.4).

2.2.4 Support to the Quality Management at the GSMC

In addition to the general tasks described above, the following additional tasks are foreseen at the GSMC site in Saint-Germain-en-Laye:

1) Supporting a comprehensive approach in the area of information and document management, by using the existing DMS (Document Management System) software tools available in GSA. The focus will be on the GSMC-specific area of this DMS.
2) Supporting users in the implementation of the Document Management policies and processes. Monitor and improve the process based upon lessons learned.
3) Contributing to the management and version control of operational procedures.
4) Assisting tests and operational validation activities with a focus on Product Assurance
5) Maintaining the QM-related interface between French subcontractors and the GSMC
6) Maintaining the user-side setup of the Anomaly Report Tracking System (ARTS) as the single common system for generating, reporting and distributing Observation Reports and Software Problem Reports.
7) Facilitating the implementation of risk management within the project team.

2.2.5 Methodology

It shall be assured that GSMC quality management processes are designed to be compatible with existing and documented GSA processes.

In the same framework of Quality Management, the contractor shall support a comprehensive approach in the area of information and document management by using the existing SharePoint Document Management System (DMS) software tools available in GSA. The contractor shall further maintain the user-side setup of the Anomaly Report Tracking System (ARTS) as the single common system for generating, reporting and distributing Observation Reports and Software Problem Reports at the GSMC. No IT-related support like software installation or programming is foreseen for this activity.

2.2.6 Contract Management & Administration

2.2.6.1 General Requirements

The contractor shall nominate a contract focal point/administrator who shall be responsible for the overall management/administration of the contract including formal communication with the GSA, organisation of work of the assigned persons, giving instructions and forwarding GSA work requests , ensuring proper management of time sheets and activity reporting, invoicing etc.

The nominated focal point/administrator shall be able to communicate fluently in the **English language** (B2 level according to Europass CV categorisation[7]). All documents and forms in communication with the GSA must be **in English**.

The contractor shall provide a single e-mail address and phone number to which all communication from the GSA for implementation of the contract shall be channelled.

The contractor shall ensure that all services are executed with a customer-oriented approach according to which the services are available on time and deliverables are provided within the set deadlines.

2.2.7 Specific Requirements for managing the service provision

The contractor shall ensure a continuous provision of services at the site mentioned in these Tender Specifications as may be requested in the Specific Contracts closely defining the activities to be performed within the scope of the contract.

The contractor shall ensure that the requested services are always provided at the required level of proficiency as generally described in these Tender Specifications, ensuring service continuation. The contractor shall always and without additional request provide the GSA with the CVs and supporting documents of any of the contractor's staff and single point of contact providing services under the contract.

If, during the contract term, staff of the contractor who was designated to perform services under the contract should become unavailable as to potentially affect the continuation of the services and in particular the submission of deliverables, the contractor shall provide replacement with expertise and experience equivalent to the respective staff at shortest possible notice, again providing the respective CV and supporting documents for proof of equivalent experience and expertise.

The contractor shall take care to avoid any impression to its staff or towards third-parties that the GSA may function as employer of the staff performing the services under the contract. The contractor shall ensure that instructions and requests by the GSA concerning the performance of services are always communicated through the designated point of contact and that providers of services under the contract shall not take part in activities and events of GSA staff such as but not limited to team trainings, staff meetings etc.

Following a request for offer by the GSA for provision of services under the Framework Contract, the Contractor ranked first in cascade shall provide the appropriate quality technician to the Agency. Before accepting the Contractor's offer, the GSA shall have the right to conduct a video interview, through Skype or any other similar available technologies, with the quality technician designated to provide the services to the GSA on site.

[7] http://www.europass.at/fileadmin/dateien_redaktion/sprachenpass/sprachenpass_instructions_en.pdf

Should the GSA consider that the quality of the proposed quality technician is not in line with the Tender Specifications and with the Contractor's offer, it may decline said person and demand an alternative solution. In the event that the second quality technician suggested by the Contractor is also not deemed suitable for the provision of tasks required by the GSA, the Agency reserves the right to request an offer from the Contractor which ranked second in cascade, following the same process for selection of quality technicians.

Should the Agency consider that the second ranked Contractor is not able to provide a suitable quality technician, following the aforementioned procedure, it reserves the right to request an offer from the Contractor ranked third in cascade, following the same process for selection of quality technicians. In case no contractor in cascade is able to provide the services in the required quality, the GSA reserves the right to procure the services elsewhere.

In the event that the GSA considers that the quality of the services rendered by the Contractor's quality technician is not or no more compliant with requirements of these tender specifications and/or the offer of the Contractor, it will inform the Contractor accordingly, in order to allow it to correct the situation by the means the Contractor considers appropriate and in line with the tender specifications as well as the Framework Contract and the relevant Specific Contract. The Contractor shall communicate to the GSA its proposed solution for correcting the situation without delay, but in no case later than 4 (four) workdays following its receipt of the GSA's note on the non-compliance. The Contractor may implement the proposed solution only following the GSA's acceptance, not to be unreasonably withheld and to be communicated to the Contractor without delay. Unless otherwise agreed with the GSA in writing, the Contractor shall implement the accepted solution, e.g. replacement against a quality technician agreed by the GSA, without delay, but in no case later than 2 (two) workdays following the GSA's note of acceptance. Should the GSA reject the proposed solution on reasonable grounds, the Contractor shall have a final period of 2 (two) workdays to suggest an alternative solution to the GSA, once more initiating the aforementioned approval process.

In case the Contractor's proposed solution consist of the replacement of the quality technician in question, it shall, already with its proposal, provide the relevant information on the replacement to the GSA (CV and supporting documents for proof of equivalent experience and expertise) and allow the Agency to conduct an interview with said person by video conference following the above mentioned process.

In case the Contractor fails to comply with any of the above mentioned time periods or in case the GSA, on reasonable grounds, rejects also the second solution proposed by it, the GSA shall have the right, without further notice, to terminate the underlying Specific Contract, fully or in part, effective immediately, and to request an offer for provision of the services affected by the termination from the Contractor ranked next in cascade.

2.3 Legal and Contractual terms of reference

2.3.1 Form of contracts

The aim of this procurement is to award a multiple supplier Framework Contract in "cascade" for the

provision of services described in the present Tender Specifications. Given a sufficient number of tenders with the minimum required quality received, the "cascade" shall be built on the tenderers whose tenders achieved the three highest scores following the evaluation, whereas the tenderer with the highest score will be ranked first in cascade, the tenderer with the second highest score will be ranked second and the tenderer with the third highest score will be ranked third in cascade.

Signature of a Framework Contract imposes no obligation on the GSA to purchase. Only implementation of the Framework Contract through Specific Contracts is binding for the GSA.

When drawing up their tenders, tenderers should bear in mind the Draft Framework Contract (Annex II.2 to the Invitation to Tender).

In the event that the GSA terminates a Specific Contract with the Contractor, as a result from the low quality level revealed by the Contractor's quality technicians in the performance of its tasks, the GSA may choose to replace the Contractor in cascade with the next lower ranked contractor for up to the next two following Specific Contracts, without the Contractor having any claim for compensation whatsoever. Following, the Contractor's rank in the cascade shall be restored and the GSA may approach it again with requests for offers to Terms of Reference accordingly.

2.3.2 Place of performance

The place of performance of the tasks shall be the GSA's premises, unless agreed otherwise between the contractor and the GSA. Main place of service provision shall be at the GSMC in Saint-Germain-en-Laye near Paris, France. Additional services, concerning security monitoring and Galileo related tasks, may further be requested at the GSA headquarters in Prague, Czech Republic, at Nordwijk, the Netherlands, Madrid, Spain, as well as in the GSMC site in Swanwick, UK and other Galileo-related sites in the form of occasional short-term missions. Only costs and expenses incurred in such short term missions shall be reimbursed in accordance with the EC Guide to Missions rules applicable to the GSA at the time of the mission (ref. Annex II.2.IV to the Invitation to Tender).

For work in Saint-Germain-en-Laye the GSA will provide a working desk and further infrastructure as necessary to fulfil the contracts.

2.3.3 Volume of the contract

The indicative budget estimated for the maximum duration of this lot (including extension of the initial duration up to a total of four years) is 1,600,000 EUR (one million six hundred thousand Euro) to 1,680,000 EUR (one million six hundred and eighty thousand euro) – based on an estimated, non-binding volume of 400,000 EUR (four hundred thousand euro) to 420,000 EUR (four hundred and twenty thousand euro) per year.

This budget is only indicative; it will be subject to budget allocations given to the GSA.

2.3.4 Duration

The Framework Contract is intended to be signed for an initial period of one year. It shall be renewable up to three times for a total maximum duration of four years under the same conditions.

2.3.5 Language of the contract

The working language of the contract shall be English.

2.3.6 Subcontracting

The Contractors will be able to call on subcontractors to provide specific know-how. However, the Contractors will remain the sole partner and person legally and financially responsible vis-à-vis the GSA.

Particular attention will be paid to the approach proposed by the Contractors for the management of their subcontractors.

Each tenderer must indicate clearly in the Cover Letter of its tender which parts of the work will be sub-contracted **and** to what **extent** (proportion in %). Sub-contractors must not sub-contract further.

Sub-contractors must satisfy the eligibility criteria applicable to the award of the contract.

If the identity of the intended sub-contractor(s) is already known at the time of submitting the tender, the tenderer must furnish a statement guaranteeing the eligibility of the sub-contractor. The sub-contractor shall further submit a declaration of intent (ref. Annex I.G.2 – Subcontractor Letter of Intent) ensuring its support and availability to the tenderer if awarded the respective contract.

If the identity of the sub-contractor(s) is not known at the time of submitting the tender, the tenderer who is awarded the contract will have to seek GSA's prior written authorisation before entering into a sub-contract.

IMPORTANT NOTE: In case the tenderer relies on a subcontractor to fulfil specific selection criteria, i.e. capacity requirements, it has to mention that subcontractor already clearly in the tender, accompanied with the subcontractor letter of intent (Annex I.G.2).

Where no sub-contracting is indicated in the tender the work will be assumed to be carried out directly by the tenderer.

2.3.7 Participation of consortia

Consortia may submit a tender on the condition that it complies 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 grouping (or consortium) must specify the company or person heading the project (the leader) and must also submit a copy of the document authorising this company or person to submit a tender

on behalf of the consortium. All members of a consortium (i.e. the leader and all other members) are jointly and severally liable to the Contracting Authority.

In addition, each member of the consortium must provide the required evidence for the exclusion and selection criteria (see section 3.1 and 3.2 of these Tender Specifications). 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 checked to ensure that the consortium as a whole fulfils the criteria.

The participation of an ineligible person will result in the automatic exclusion of that person. In particular, if that ineligible person belongs to a consortium, the whole consortium will be excluded.

2.3.8 Confidentiality, Security, Conflicts of Interest, applicable standards

Any information not previously released to the general public or any member of the general public shall only be released after the establishment of a Non-Disclosure Agreement (NDA). The NDA will form part of the Framework Contract (therein Annex II.2.III) and signature of the NDA shall be a requirement for the validity of the Framework Contract.

The contractor shall **commit** towards the Agency to **ensure** through adequate arrangements with its service providing personnel that they:

- are bound to follow any security rules as may be set by the Agency from time to time for anyone entering into or staying in the premises of GSA – any such rules shall be provided to the contractor;
- are ready to sign a "**declaration on confidentiality and absence of conflict of interest**" with the GSA before commencing any service provision. The current form of such declaration is attached as Annex II.2.VII to the Invitation to Tender for information on the understanding that such form is liable to evolve and possibly cover additional aspects from time to time and shall not in any way relieve the contractor from any of its obligations.

2.3.9 Access to GSA premises

Access to GSA premises implies the acceptance by the contractor or any subcontractor to comply with the GSA's internal security and safety rules.

3 Assessment of tenders

All admissible tenders will be assessed. The assessment of the tenders is carried out in successive stages against the exclusion and selection criteria set out below:

1) **Exclusion stage**- to check, on the basis of the exclusion criteria, whether tenderers can take part in the tendering procedure, including absence of conflicts of interest of each tenderers.

2) **Selection stage**- to check, on the basis of the selection criteria, (a) economic and financial capacity and (b) the technical and professional capacity, including the capacity to manage security aspects of the contract.

3) **Award stage**- to assess, on the basis of the award criteria, each tender that has passed the exclusion and selection stages.

The multiple Framework Contract in "cascade" will be concluded with the three best ranked tenderers, in accordance with the results of the evaluation of the admissible tenders.

3.1 Exclusion criteria

Participation in this tender is only open to tenderers (all entities involved, including sub-contractors) who will be able to sign the Declaration of Honour (Annex I.D.2). Failure to do so will lead to exclusion from the procurement process.

Before the signature of contract the successful tenderers will have to submit supporting documents to the Declaration of Honour (listed therein).

3.2 Selection criteria

To be assessed in selection stage, the tenderers must have passed the exclusion stage described above.

Tenderers must fulfil all the economic and financial capacity as well as the technical and professional capacity to perform the tasks required in these Tender Specifications.

3.2.1 Legal capacity

Ref. #	Legal capacity
S1.	**General requirement** Tenderers (including all consortium members and any proposed sub-contractors) are asked to prove that they are authorised to perform the contract under the national law as evidenced by inclusion in a trade or professional register, or a sworn declaration or certificate, membership of a specific organisation, express authorisation or entry in the value added tax (VAT) register.
S2.	**Evidence required** Tenderers (including all consortium members and any proposed sub-contractors) shall provide a duly filled in and signed Legal Entity Form (see Annex I.B.2). In case of award of contract, the tenderer shall further provide upon request and within the time limit set by the Contracting Authority the documents requested in said Annex. Where a tenderer has already signed another contract with the GSA, 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 or its supporting documents are older than one year.

3.2.2 Economic and financial capacity criteria

Each tenderer (incl. all legal entities belonging to a consortium) shall demonstrate the financial and economic capacities required for performance of the contract.

Financial and economic capacities shall be demonstrated by:

Ref. #	Financial and Economic capacity criterion
S3.	Duly filling in and submitting the **Financial and Economic Capacity Table of Answers** in **Annex I.E.2.**
S4.	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 (with reference to Annex I.E.2).
S5.	Submitting a statement of overall turnover and turnover relating to the relevant services) of the **last three years**, as approved by the competent body of the company and, where applicable, audited and/or published (with reference to Annex I.E.2).

The minimum requirement for general annual turnover:

S6.	The tenderer (all members of consortium cumulatively) is expected to prove minimum general turnover of EUR 500,000 (five hundred thousand euro) per year of which a minimum of EUR 125,000 (one hundred and twenty five thousand euro) per year shall be in areas for provision of services similar to those subject to the contract (specific turn-over). The minimum turnover requirement is requested also for ensuring the contractor's capacity to cover indemnification of the GSA against claims pursuant to the note provided under section 1.3 (Purpose of the contract) above.

If, for some exceptional reason which GSA considers justified, a tenderer is unable to provide one or other of the above documents, the tenderer may prove its economic and financial capacity by any other document which GSA considers appropriate. In any case, GSA must at least be notified of the exceptional reason and its justification in the tender. GSA reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

3.2.3 Technical and professional capacity criteria

The following criteria shall be fulfilled by each tenderer as indicated for evaluating its technical and professional capacity for performance of the contract (input to be submitted):

Ref. #	Technical and professional capacity criterion	To be evidenced by
S7.	**The tenderer** must have **at least 3 years recent experience (gained in the past 5 years)** providing similar services to those subject to the contract and described in these Tender Specifications.	List and description of similar services/contracts performed during the **last 5 years**. **Please note**: The Agency reserves the right to verify any of the information provided, therefore the Agency may elect to contact any of the presented organisations/companies for reference. With provision of the requested information the tenderer's permission is assumed granted unless otherwise specified in the offer. Professional capacity of individuals will be requested **separately** below.
S8.	**The tenderer** must have a suitable **organisational structure** in order to be able to provide the services described in these Tender Specifications.	Presentation of the tenderer's internal organisational structure.

Ref. #	Technical and professional capacity criterion	To be evidenced by
S9.	**For its capacity to provide the services subject to the contract, the tenderer must have access to <u>at least 3 (three) senior quality technicians with</u>**: • General experience in quality management of a minimum of 5 years. • Proven experience in ISO 9001 related quality management in the last 4 years. Quality management experience provided shall include conceivable ability to synthesize relevant information in support of decision making processes, and/or quality assurance experience in drafting reports and management recommendations). • Proven quality audit experience (internal audits, customer audits gained in the last 4 years of a minimum of 2 projects). The experience may have been gained in the projects informed about under the previous bullet or other projects. • Proven experience in the implementation of Integrated Management Systems including the application of ISO 27001 standards. • Proven experience in the application of quality management standards in the aerospace sector. • Proven capacity to work and communicate efficiently in English (written and oral – at least C1 according to Europass CV Classifications). **<u>In addition</u> at least one of the senior quality technicians shall have**: • Proven capacity to work and communicate efficiently in French (written and oral – at least B2 according to Europass CV Classifications). • Holder of Personal Security Clearance (PSC) at EU RESTRICTED level (can be another technician than the one with French language capacity) obtained before the estimated date of signature of the first specific contract. **<u>All senior quality technicians</u> shall further have:** • At least two (2) years of proven technical experience in the field of space projects. • Proven technical understanding of GNSS systems.	Presentation of personnel **(with the required quantity)** by submission of detailed Curriculum Vitae in the English language using the Europass CV template (templates may be downloaded under http://europass.cedefop.europa.eu/en/documents/curriculum-vitae/templates-instructions) as well as any other supporting documentation (such as diplomas, languages certificates etc.) to prove the requested experiences, including proof of PSC. If no senior quality technician with PSC is available at this stage, the tenderer shall submit a credible plan that the required PSC will be obtained before the estimated time of signature of the first specific contract, assumed, for the purpose of this requirement only, to be 15 June 2015.

Ref. #	Technical and professional capacity criterion	To be evidenced by
S10.	**Further to S9. for its capacity to provide the services subject to the contract, the tenderer must have access to <u>at least 2 (two) junior quality technicians with</u>:** • General experience in quality management of a minimum of 3 years. • Proven participation in ISO 9001 related quality management during the last 2 years. Quality management experience provided shall include proof of ability to synthesize relevant information in support of decision making processes, and/or quality assurance experience in drafting reports and management recommendations). • Proven participation in the implementation of Integrated Management Systems including the application of ISO 27001 standards. • Proven capacity to work and communicate efficiently in English (written and oral – at least C1 according to Europass CV Classifications). **<u>In addition</u> at least one of the junior quality technicians shall have**: • Proven capacity to work and communicate efficiently in French (written and oral – at least B2 according to Europass CV Classifications). **<u>All junior quality technicians</u> shall further have:** • Minimum one year of proven technical experience in the field of space projects. • Minimum one year of experience in applying the ISO 9001, ISO 9100 or other Quality Management Standard. • Minimum one year of experience relevant to the services described in the tender. (all the above may be obtained in the same calendar year).	Presentation of personnel **(with the required quantity)** by submission of detailed Curriculum Vitae in the English language using the Europass CV template (templates may be downloaded under http://europass.cedefop.europa.eu/en/documents/curriculum-vitae/templates-instructions) as well as any other supporting documentation (such as diplomas, languages certificates etc.) to prove requested experiences.

Further documents may be requested at a later stage for the purpose of providing evidence of compliance with the Agency's requirements.

IMPORTANT NOTE: *An economic operator may rely on the capacities of other entities to fulfil the selection criteria, regardless of the legal nature of the links which it has with them. The tenderer must in that case prove to the Contracting Authority that it will have at its disposal the resources necessary for performance of the contract, by producing a* ***Subcontractor Letter of Intent*** *(in the*

*form provided in **Annex I.G.2**) on the part of those entities to place those resources at its disposal. Ensure that task for which the support will be provided is clearly indicated in the Declaration.*

Mandatory for award of the Framework Contract and any specific contract there under is in any case the acceptance and signature of the Non-Disclosure Agreement (Annex II.2.III to the Invitation to Tender) to be completed and returned, duly signed with the tender.

3.3 Award criteria

To be assessed in the award stage, the tenderer must have passed the exclusion and selection stage described above.

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

3.3.1 Qualitative Award Criteria

The quality of technical offers reaching this stage will be evaluated against the award qualitative award criteria in the following evaluation grids.

Ref. #	Qualitative award criteria	Minimum points	Maximum points
Q1.	**Composition of the team providing QM Services** subject to these Tender Specifications in Saint-Germain-en-Laye	46	66
Q2.	**Quality of methodology proposed for providing the services under the contract:** • Adequacy of the general approach, project organisation and processes to meet the GSA's needs. • Effectiveness of quality control measures applied in the company, in particular valid ISO 9001 certification (existing certificates and QM handbooks shall be submitted with the tender). • Quality of the proposed approach of establishing and maintaining a certified IMS at the GSA.	14	20
Q3.	**Availability and Guarantee of Service Continuation** • Quality of the described approach to ensure continuous service availability on the levels of senior and junior quality technician per GSA site in Saint-Germain-en-Laye within 4 weeks of signature of a specific contract throughout the maximum total term of the Framework Contract (i.e. 4 (four) years). • Quality of the organisation of replacements in case of absence of service providers, continuation of service provision and preservation of GSA-specific work know-how obtained throughout the Framework Contract for any of	10	14

	the contractors' staff providing QM services throughout the maximum total term of the Framework Contract (i.e. 4 (four) years).		
	Total Min/Max Score:	70	100

Tenders scoring below the minimum score in any given quality award criterion and/or below 70 (seventy) of the total minimum score will be excluded from the following assessment procedure.

3.3.2 Financial Award Criteria

Following the appraisal of the qualitative award criteria the Tender will be evaluated with regard to the price which shall be provided by filling in and signing the Financial Table of Answers (**Annex I.F.2**)

The price quotes given in Annex I.F.2 that constitute the Price of Tender are binding for the tenderer and they will be considered as prices for the Framework Contract.

The price index will be calculated as follows: the least expensive Price of Tender that is above the technical threshold will receive 100 points. The other Prices of Tenders receive the points according to the ratio between the least expensive offer and their one, and then multiplied by 100, as shown in the formula below:

Price Index = (Tender with Cheapest Price of Received / Price of the Tender X)* 100

IMPORTANT NOTE: No article is to be omitted or added to the Financial Table of Answers by the tenderer. Omissions will result in an incomplete tender and exclusion from the tender process.

3.3.2.1 Calculation of final score and ranking of tenderers

The Framework Contracts will be awarded to the three tenderers having passed the selection stage and offering the best value for money, i.e. the highest score in the final evaluation to be determined as follows:

The economically most advantageous tender is established by weighting technical quality against price on a **60/40** basis.

The consolidated score for each tenderer will be calculated as follows:

Final score for Tender X= Technical score*0.6 + Financial score*0.4

4 Conditions for submission of tenders

4.1 Disclaimer

This invitation to tender is in no way binding on the GSA. The GSA's contractual obligation commences only upon signature of the contract with the successful tenderer. Up to the point of signature, the

Contracting Authority may either abandon the procurement or cancel the award procedure, without the tenderers being entitled to claim any compensation. This decision must be substantiated and the tenderers notified.

4.2 Visits to GSA premises or briefing

Visits to GSA's premises or briefings during the tendering process are not foreseen.

4.3 Variants

Variants are not permitted under this tender procedure, therefore tenders shall not deviate from the services requested.

4.4 Preparation costs of tenders

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

4.5 Content of the tender to be submitted

4.5.1 Presentation of the Tender

- It is strictly required that tenders be presented in the correct format and include all documents necessary to enable the GSA to assess them. Failure to respect these requirements will constitute a formal error and may result in the rejection of the tender.
- GSA retains ownership of all applications received under this procedure. Consequently tenderers shall have no right to have their tenders returned to them.

4.5.2 General

The tender must consist of:

A. The **Cover Letter**, dated and signed by the tenderer or by any other duly appointed representative, declaring acceptance of the conditions in these tender specifications and annexes, and the Framework Contract and its annexes; the tenderer's commitment to provide the services proposed in the tender and listing all the documentation included/enclosed in the tender.

In case of subcontracting, the tenderer shall indicate for which elements of the services and to which overall proportion of the tender subcontracting is planned.

If the tender is presented by a consortium or group of service providers, it must be accompanied by a letter signed by each member undertaking to provide the services proposed in the tender and specifying each member's own role and qualifications.

B. The **Administrative Files**

C. The **Technical Offer**

D. The **Financial Offer**

In addition to the above, in general the tender must be:

- signed by the tenderer or its duly authorised representative;
- perfectly legible so that there can be no doubt as to words and figures;
- (*if necessary*) drawn up using the model reply forms in the specification;
- clear and concise, with continuous page numbering, and assembled in a coherent fashion (e.g. bound or stapled).

Since tenderers will be evaluated on the content of their submitted bids, they must make it clear that they are able to meet the requirements of the specifications.

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

4.5.3 Administrative file

The **Administrative File** which shall consist of the following elements, completed and duly signed:

1. Identification Sheet of the Tenderer (Template provided in Annex I.A.2);
2. Legal Entity Form (Template provided in Annex I.B.2);
3. Financial Identification Form (Template provided in Annex I.C.2)
4. Declaration of Honour (Template provided in Annex I.D.2)
5. (In case of subcontracting: Subcontractor Letter of Intent – Annex I.G.2)
6. Storage device with tender documents in machine readable format (ref. section 4.6)

4.5.4 Technical Offer

The technical offer shall contain the Financial and Economic Capacity Table of Answers (Template provided in Annex I.E.2).

Furthermore, in the technical offer the tenderer shall provide input as to its approach for performing the services required under the Framework Contract as described in these Tender Specifications.

The technical offer should contain all necessary information to allow evaluation of all the qualitative award criteria.

The information in the technical offer must be consistent with the Tender Specifications.

4.5.5 Financial offer

The financial offer must be provided by filling in and signing Annex I.F.2 – Financial Table of Answers.

4.5.5.1 Prices

The price must be quoted in Euro. It shall be fixed and not subject to revision during the performance of the contract.

The prices quoted in Financial Offer will constitute Pricelist for the duration of Framework Contract.

IMPORTANT NOTE: To avoid exclusion from the tender process tenderers shall ensure that price quotations are compliant with the requirements for budget conformity as detailed in Annex I.F.2.

4.5.5.2 VAT exemption

As the GSA is exempt from all taxes and dues, including VAT, pursuant to Articles 3 and 4 of the Protocol on the privileges and immunities of the European Communities, these must not be included in the price.

4.5.5.3 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.

4.5.5.4 Unit prices

The unit prices will be firm and will include all costs and expenses.

Cost and expenses are: effort for all the tasks (including drawing up quotations and reports) necessary for their performance, including all costs (management of the project, coordination, quality control, support resources, etc.), all overheads (management of the firm, secretarial services, social security, wages, etc.) necessary for the performance of the tasks described, incurred directly and indirectly by the contractor in performance of the tasks that will be entrusted to him.

4.6 Submission

Tenders must be submitted in accordance with the **double envelope system:**

The **outer envelope** or parcel should be sealed with adhesive tape, signed across the seal and carry the following information:

- the ref. number of the invitation to tender **GSA/OP/05/15/Lot2**
- the project title **"Provision of Quality Management Services to the GSA"**
- the name of the tenderer

- the indication ***"Tender - Not to be opened by the internal mail service"***
- the address for submission of tenders as indicated below
- the date of posting *(if applicable)* should be legible on the outer envelope

The outer envelope must contain **three (3) separate inner envelopes containing the tender clearly marked in sections and separated according to the content** required under section 4.5.2 of these Tender Specifications:

Envelope 1- Administrative File (incl. electronic files – ref. below);

Envelope 2-Technical Offer;

Envelope 3- Financial Offer.

Each document shall be submitted as paper ***"ORIGINAL"*** and paper "***COPY", each clearly marked accordingly***. In addition, each tender shall also be provided on CD-ROM or USB key with the full set of documents in **machine readable format** (MS Office 2003 or later, or Adobe Reader Version 8.0 or later) with three **separate folders** reflecting the three separate envelopes and their respective content.

Tenders should be drafted in one of the official languages of the European Union, **preferably English**.

Tenders sent by **post mail** are to be sent not later than on date specified in section 1.2 above, in which case the evidence of the date of dispatch shall be constituted by the postmark or the date of the deposit slip, to the following physical address:

European GNSS Agency Legal and Procurement Department Janovskeho 438/2 170 00 Prague 7 Czech Republic

Tenders sent by **express mail or commercial courier** should be addressed to the same postal address not later than **17.00 (CET) on date specified in section 1.2 above**, accompanied by evidence of the date and hour of submission. In case the tender is **hand-delivered**, a receipt must be obtained as proof of submission, signed and dated by the reception desk officer. The reception is open from 08.00 to 17.00 Monday to Thursday, and from 8.00 to 16.00 on Fridays. It is closed on Saturdays, Sundays, European Commission holidays and some Czech national holidays.

An electronic copy of the tender shall be submitted by e-mail to tenders@gsa.europa.eu on the same date the tenderer sends the physical version by post mail, express mail, commercial courier or hand-delivered. Any difference between the digital version of the tender and its physical version shall void the overall tender. Should you consider you will not be able to comply with this requirement, please send an email to tenders@gsa.europa.eu.

4.7 Opening of the Tenders

Tenders will be opened at 11.00 a.m. on date indicated in section 1.2 above at the following location:

Office address:
European GNSS Agency
Janovského 438/2
170 00 Prague 7 – Holesovice

An **authorised representative** of each tenderer may attend the opening of the tenders. Companies wishing to attend are requested to notify their intention by sending an e-mail at least 48 hours in advance to **tenders@gsa.europa.eu**. This notification must be signed by an authorised officer of the tenderer and specify the name of the person who will attend the opening of the tenders on the tenderer's behalf.

4.8 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: 9 (nine) months from the closing date for the reception of the tenders.

4.9 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 to **tenders@gsa.europa.eu**. The subject line of the e-mail has to quote the reference of the procurement procedure.
- Requests for additional information received after deadline specified in section 1.2 will not be processed (*for practical reasons*).
- The GSA may, on its own initiative, inform interested parties of any error, inaccuracy, omission or any other clerical error in the text of the call for tenders.

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 GSA may contact the tenderer, although such contact may not lead to any alteration of the terms of the submitted tender.

4.10 Information for tenderers

The GSA 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 GSA will inform all rejected tenderers of the reasons for their rejection and all tenderers submitting an admissible tender of the characteristics and relative advantages of the selected tender and the name of the successful tenderer.

However, certain information may be withheld where its release would impede law enforcement or otherwise be contrary to the public interest, or would prejudice the legitimate commercial interests of economic operators, public or private, or might prejudice fair competition between them.

4.11 Data protection

4.11.1 Data protection specific to the tender process

Processing tenderer's reply to the Invitation to Tender will involve the recording and processing of personal data (such tenderer staff's name, address and CV). Such data will be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Unless indicated otherwise, tenderer's replies to the questions and any personal data requested are required to evaluate the respective tender in accordance with the specifications of the Invitation to Tender and will be processed solely for that purpose by the GSA. Tenderers are entitled to obtain access to their personal data on request and to rectify any such data that is inaccurate or incomplete. Tenderer shall address queries concerning the processing of personal data to the GSA. Tenderers have the right of recourse at any time to the European Data Protection Supervisor for matters relating to the processing of their personal data.

Tenderers are informed that for the purposes of safeguarding the financial interest of the Communities, personal data may be transferred to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel and/or to the European Anti-Fraud Office (OLAF).

Data of economic operators which are in one of the situations referred to in Articles 93, 94, 96(1)(b) and 96(2)(a) of the Financial Regulation[8] may be included in a central database and communicated to the designated persons of the European Commission, other institutions, agencies, authorities and bodies mentioned in Article 95(1) and (2) of the Financial Regulation. This refers as well to the persons with powers of representation, decision making or control over the said economic operators. Any party entered into the database has the right to be informed of the data concerning it, up on request to the accounting officer of the European Commission.

[8] Council Regulation (EC, Euratom) No 1605/2002 of 25 June 2002 (OJ L 248 of 16.09.2002), as amended by Council Regulation (EC, Euratom) No 1995/2006 of 13 December 2006 (OJ L 390 of 30.12.2006)

5 List of acronyms and abbreviations used

Acronym / Abbreviation	Complete Designation
ARB	Anomaly Review Boards
ARTS	Anomaly Report Tracking System
CCB	Change Control Boards
CET	Central European Time
CV	Curriculum Vitae
DMS	Document Management System
EC	European Commission
EC Guide to Missions	Commission Decision of 18.11.2008, General implementing provisions adopting the Guide to missions for officials and other servants of the European Commission
ECSS	European Cooperation on Space Standardization
EGNOS	European Geostationary Overlay Service
EGNSS	European Global Satellite Navigation Systems – Galileo and EGNOS (term may be used interchangeably with European GNSS)
ESA	European Space Agency
GLONASS	Globalnaja nawigazionnaja sputnikowaja sistema - the Russian Global Navigation Satellite System
GNSS	Global Navigation Satellite System
GPS	Global Positioning System – the US Global Navigation Satellite System
GSA	European GNSS Agency (the terms “the Agency” and/or “the Contracting Authority” may also be used to refer to the European GNSS Agency)
GSMC	Galileo Security Monitoring Centre
ICT	Information and Communication Technology
IMS	Integrated Management System
ITIL	Information Technology Infrastructure Library
NDA	Non-Disclosure Agreement
OLAF	European Anti-Fraud Office
PRS	Public Regulated Service
PSC	Personal Security Clearance
QM	Quality Management
QMS	Quality Management System
SGL	Saint-Germain-en-Laye
SitCen	Joint European Union Situation Centre
SMS	Safety Management System
VAT	Value Added Tax

6 List of Annexes

These Tender Specifications (Annex I.2 to the Invitation to Tender) have the following annexes either attached or to be down-loaded at the given web-address. The boxes (✓) indicate who shall submit the documents.

Administrative Files	Coordinator/Group leader in consortium tender	In case of a consortium All partners in a consortium	Single or Main Contractor	Sub-contractor
Annex I.A.2 – Identification Sheet of the Tenderer	✓	✓	✓	✓
Annex I.B.2 – Legal Entity Form	✓	-	✓	-
Annex I.C.2 – Financial Identification Form	✓	-	✓	-
Annexes I.A.2 to I.C.2 may be downloaded at http://www.gsa.europa.eu/gsa/procurement				
Annex I.D.2 – Declaration of Honour relating to the Exclusion Stage	✓	✓	✓	✓
Annex I.E.2 – Financial and Economic Capacity Table of Answers	✓	✓	✓	-
Annex I.F.2 – Financial Table of Answers	✓	-	✓	-
Annex I.G.2 – Subcontractor Letter of Intent	-	-	-	✓

End of Document