

**Annex to the invitation to tender**

**TENDER SPECIFICATIONS**

**ATTACHED TO THE INVITATION TO TENDER**

**Invitation to tender No. GSA/OP/04/07**

**for the provision of support**

**to the European GNSS Supervisory Authority**

**in the analysis and definition of security aspects**

**related to the EU GNSS programmes**

## GSA Tender Specifications

### INVITATION TO TENDER FOR A FRAMEWORK CONTRACT FOR THE PROVISION OF SUPPORT TO GSA IN THE ANALYSIS AND DEFINITION OF SECURITY ASPECTS RELATED TO THE EU GNSS PROGRAMMES

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## I. SPECIFICATIONS

### I.1. Introduction

**Galileo** will be the first European satellite system providing navigation services worldwide. The fully deployed Galileo system will consist of 30 satellites, positioned in three circular Medium Earth Orbit (MEO) planes and will be interoperable with U.S. GPS.

**EGNOS** (European Geostationary Navigation Overlay Service) is a space-based augmentation system for satellite navigation consisting of geostationary satellites and a network of ground stations. It augments the accuracy and reliability of the two satellite navigation systems now operating, i.e. US GPS and Russian GLONASS. EGNOS will be the first European Global Navigation Satellite System (GNSS) to provide service to users, as it will become operational in 2008.

Galileo is the largest industrial project ever organised on an EU scale, and the first public infrastructure owned by an EU institution. Although defined as a civil system under civil control, Galileo will be a strategic asset for Europe and its Member States, hence requiring specific security protections, due to its peculiarities.

**The European GNSS Supervisory Authority (GSA)** is the authority established by the European Union to manage the public interests relating to, and to be the regulatory authority for the European GNSS programmes. Among other tasks, the GSA is responsible for the management of all security matters related to the EU GNSS systems.

Other main actors are:

- **European Space Agency (ESA)**: in charge of the preliminary phases of Design/Development and In-Orbit-Validation, and provider of technical support to the GSA during the deployment of the System.
- **Council of the European Union**: which, under the Joint Action 2004/552/CFSP, in the event of a threat to the security of the European Union or of a Member State arising from the operation or use of the EU GNSS systems, or in the event of a threat to the operation of the systems, in particular as a result of an international crisis, shall decide on the necessary instructions to the European GNSS Supervisory Authority (GSA).

The decision making body regarding the management of the programmes, and especially all the relevant security aspects within the mandate defined by the Council Regulation (EC) No. 1321/2004, is the GSA Administrative Board, which, in all security-related cases, will need to consult the System Safety and Security Committee (3SC), composed by security experts of Member States and Commission. Decisions which go beyond that mandate are the responsibility of the European Council (especially in the special situations set out by the Joint Action 2004/552/CFSP), or the European Council and the European Parliament as the EU Budgetary authority.

### I.2. Purpose of the Framework Service Contract

The general aim of the contract is for the provision of specialised support for the analysis and definition of security aspects related to the EU GNSS.



To this end, the contractor will be requested to provide his support by means of specific studies, ad-hoc presentations of studies/reports as well as on-site support.

The main tasks that may be performed under the framework contract are the following:

- a) Support for the definition of guidelines and rules for the management of Galileo services (and particularly the PRS: Public Related Services) in EU Member States.
- b) Support for the definition and drafting of Technical Requirements for activities related to the security of EU GNSS programmes.
- c) Support of the definition of an Information Security Management System (ISMS) inside the GSA, to be compliant with the standards ISO/IEC 17799 and ISO/IEC 27001.
- d) Support for the analysis and update of the general Galileo security-related documentation, and for the definition of a Galileo security policy, including the identification of the applicable international standards.
- e) Support for Threats and Vulnerability analysis, and risk assessment of EU GNSS system assets and services.
- f) Support for the the definition of common minimum standards for the definition and production of Galileo PRS receivers.
- g) Support for the definition of guidelines for the evaluation, certification and accreditation of Galileo PRS receivers and receiver manufacturers.
- h) Support for the analysis and definition of guidelines for setting-up an EU GNSS export control policy.
- i) Support for drafting of security agreements with third-countries.
- j) Legal expertise and analysis of the security rules at national and EU levels.
- k) Support for the review of technical documentation related to EU GNSS security matters.
- l) Support for any other activity that might be deemed necessary related to the security tasks under GSA responsibility set out by the Council Regulation (EC) No. 1321/2004.

**The above mentioned activities may require the management and production of documents classified up to CONFIDENTIAL.**

Note that the Contractor will be requested to provide direct support to GSA in the implementation of its security related task(s). In that respect, tenderers in their offers are requested to demonstrate their independence from main companies/actors involved in the development of the EU GNSS systems and how potential conflict of interests with such companies/actors would be solved.

### ***1.2.1. Specific studies***

The contractor will initially be requested to provide specific studies falling under tasks a), b), and c) listed in section 1.2 and described in details in section 1.4. Other studies related to tasks a)-l) of section 1.2 may be requested from the contractor and will be ordered by means of specific contracts commands at a later stage.

### ***1.2.2. Ad-hoc documents and organization of meetings***

In addition to the above mentioned studies, and upon express request by GSA, the contractor may be requested to provide the GSA with support for:

- a) the production and distribution of documents (including presentations, booklets, website pages, and any relevant awareness material),
- b) the organization of meetings and workshops, related to security aspects of the EU GNSS programmes.



### **1.2.3. On-site support:**

Upon GSA request, the contractor may be requested to provide specialised support within the GSA premises or other premises agreed upon, normally by participating to internal meetings or meetings with third-parties related to the tasks listed in section 1.2.

### **1.3. List of Acronyms**

EC	European Commission
EGNOS	European Geostationary Navigation Overlay Service
ESA	European Space Agency
FSC	Facility Security Clearance
GNSS	Global Navigation Satellite System
GPS	Global Positioning System
GSA	European GNSS Supervisory Authority
IS	Information Security
ISMS	Information Security Management System
ITSEC	Information Technology Security
KOM	Kick-Off Meeting
PRS	Public Regulated Service
PSC	Personal Security Clearance
SAL	Security Aspects Letter
TBC	To Be Confirmed
TBD	To Be Defined
T <sub>0</sub>	T naught – Start of the specific contract activities

### **1.4. Scope of the Work**

Whilst, as mentioned under section 1.2 above, the contractor may be requested to deliver additional services than those requested below, the contractor will initially perform **3** main tasks falling under categories a), b), and c) listed in section 1.2. These tasks are hereunder referred to as Task 1, Task 2, and Task 3.

Note that Tasks 1-3 will be ordered through a single *specific contract*, to be signed directly after the signature of the framework contract, and will need to be performed within the set timeframe.

Within one month from the signature of the specific contract a Kick-off meeting (T<sub>0</sub>) will be called at the initiative of GSA. The kick-off meeting will be held at GSA premises in order to discuss the study methodology to be used by the contractor, as well as to settle all the details of the study work, reports, review meetings, detailed time schedule, research, team for every field of work, etc.

**Other tasks** related to the list provided in section 1.2 will be ordered through specific contract(s) at a later stage on the basis of GSA needs and the evolution of the EU GNSS programmes.

#### **Important Note: Progress Reports**

Throughout the duration of the project, the Contractor will be requested to report to GSA on a monthly basis. To this end, the contractor will meet the GSA Head of Security Department every month in the GSA offices in Brussels.



### **1.4.1. TASK 1 – Support for the definition of guidelines and rules for the management of Galileo PRS in EU Member States**

#### *1.4.1.1. Description of the task*

According to the Commission Information Note [R1.3] a specific PRS Access Policy needs to be established following different steps. In that framework, the contractor should support the GSA in the definition of the following documents:

- Guidelines for the implementation of PRS management rules in the Member States,
- Common minimum standards for the use and management of PRS.

The contractor should use the following reference documents:

- R1.1 GSMC Definition Study GalSec Final Report (RESTRICTED)
- R1.2 GSMC Definition Study GOAL Final Report (RESTRICTED)
- R1.3 Information note of PRS access policy – Non paper, v.4 January 2007

The performance of this Task should foresee frequent interactions with GSA. New inputs could be provided to the contractor for the performance of this task, according to the evolution of the Galileo programme.

**Important Note:** In order to assess the required effort regarding Task 1, GSA will provide tenderers with documents R1.1, R1.2 and R1.3 upon request. In that respect, tenderers should send a request through their Local Security Officer (at least 11 days before the deadline) to the following e-mail address: [tenders@gsa.europa.eu](mailto:tenders@gsa.europa.eu) indicating the name & address of the tenderer, and the name of the Local Security Officer as well as any proof that the LSO is appointed in this position by the company.

An economic operator who fails to submit a tender or who is not selected is required to return all documents provided by the contracting authority within less than two months.

#### *1.4.1.2. Project Planning and deliverables*

The task should respect the following planning:

- **Progress meeting (PM1.1):** no later than 10 weeks after  $T_0$ .  
The deliverables to be submitted for PM1.1 are:
  - (DEL1.1) Draft Guidelines for the implementation of PRS management rules in the Member States,
  - (DEL1.2) Draft Common minimum standards for the use and management of PRS.
- **Final meeting (FM1.2):** no later than 20 weeks after  $T_0$ .  
The deliverables to be submitted for FM1.2 are:
  - (DEL1.3) Guidelines for the implementation of PRS management rules in the Member States (Final version),
  - (DEL1.4) Common minimum standards for the use and management of PRS (Final version).

Meetings will be agreed between the contracting parties, as deemed necessary.

The contractor shall deliver three paper copies of the final versions of the deliverables and annexes, and an electronic copy with all relevant data, including the presentations done during the meetings.



## ***1.4.2. TASK 2 – Support for the definition and drafting of Statements of Work for the definition study of the GSA Security Centre (GSA/SC)***

### *1.4.2.1. Description of the task*

At the end of 2006 the Galileo Joint Undertaking (GJU) awarded two parallel contracts for the definition of the so-called Galileo Security Monitoring Centre (GSMC). The management of the two studies was handed over to the GSA on the 1<sup>st</sup> of January 2007. Both the study contracts activities ended by August 2007 and led to two different designs of the GSMC.

However the concepts developed by these studies will serve the basis for the definition of the GSA Security Centre (GSA/SC).

The purposes of this Task are:

- Definition and planning of the GSA/SC Phase B<sup>1</sup>
- Review of the outcomes of the GSMC Definition Studies, pointing out the main analogies and differences.
- Consolidation of a unified set of technical requirements for the definition and planning of the Phase B of the GSA Security Centre, including the definition of full set of input documents for the Phase B,
- Delivery of a full set of input documents for the Phase B, based on the consolidation of the GSMC Studies outcomes.

The contractor should use the reference documents R1.1 and R1.2 listed in section 1.4.1.1 to issue the tender. The activities of this Task will be however based on the sets of documents (listed in R1.1 and R1.2) generated by the two study contracts.

### *1.4.2.2. Project Planning and deliverables*

The task should respect the following planning:

- **Progress meeting (PM2.1):** no later than 8 weeks after T<sub>0</sub>.  
The deliverables to be submitted for PM2.1 are:
  - (DEL2.1) Draft definition and planning of the GSA/SC Phase B
  - (DEL2.2) Review of the outcomes of the GSMC Definition Studies
  - (DEL2.3) Draft unified set of technical requirements for the definition and planning of the Phase B of the GSA Security Centre
- **Final meeting (FM2.2):** no later than 12 weeks after T<sub>0</sub>.  
The deliverables to be submitted for FM2.2 are:
  - (DEL2.4) Consolidated definition and planning of the GSA/SC Phase B
  - (DEL2.5) consolidation of a unified set of technical requirements for the definition and planning of the Phase B of the GSA Security Centre
  - (DEL2.6) Input documents for the Phase B.

Meetings will be agreed between the contracting parties, as deemed necessary.

The contractor shall deliver three paper copies of the final versions of the deliverables and annexes, and an electronic copy with all relevant data, including the presentations done during the meetings.

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<sup>1</sup> Following ECSS standards.





### **1.4.3. TASK 3 – Definition of an Information Security Management System (ISMS) for the protection of the EU GNSS documentation**

#### *1.4.3.1. Description of the task*

This Task aims at supporting the GSA to define and establish an Information Security Management System (ISMS), compliant with the standards ISO/IEC 17799 and ISO/IEC 27001. The ISMS will support the management of unclassified information (related to EU GNSS) used by GSA to achieve its main missions, and will need to comply with EU rules and also with Commission security practises.

The main purposes of the Task are:

- Definition of the scope and boundaries of the ISMS,
- Definition of the ISMS policy,
- Definition of the risk assessment approach,
- Identify the risks related to the security of information in the current GSA configuration,
- Analysis and evaluation of the risks,
- Identification and evaluation of options for the treatment of risks,
- Selection of control objectives and controls for the treatment of risks,
- Definition of a detailed RoadMap for the implementation of the ISMS that should lead to the certification against the ISO/IEC 27001 standard.

For the purpose of this Task, the contractor will be responsible for the planning and organization of the activities which might also need specific interviews with GSA staff as well as an analysis of the GSA premises and assets.

#### *1.4.3.2. Project Planning and deliverables*

The Task will have an overall duration of 32 weeks after  $T_0$ .

Three milestones are envisaged for this Task:

- Progress meeting (PM3.1): not later than 12 weeks after  $T_0$ .
- Progress meeting (PM3.2): not later than 24 weeks after  $T_0$ .
- Final meeting (FM3.3): not later than 32 weeks after  $T_0$ .

The contractor should release the set of documents required for the establishment of the GSA ISMS, including:

- The reports of the interviews with GSA staff,
- The ISMS policy and objectives and the scope of the ISMS,
- Procedure and controls in support of the ISMS,
- A description of the risk assessment methodology,
- The risk assessment report,
- The risk assessment plan,
- Procedures required by the GSA to ensure the effective planning, operation and control of its information security processes and describe how to measure the effectiveness of controls,
- Set of records required by ISO/IEC 27001,
- The Statement of Applicability,
- The RoadMap for the implementation of the proposed ISMS.

### **1.5. Price**

The maximum available budget to cover Tasks 1 to 3 is of 400.000 Euro. All offers above such maximal amount will be automatically rejected.



## **I.6. Duration**

The framework contract will be concluded for an initial period of 12 months renewable 3 times.

## **I.7. Deliverables**

Unless otherwise agreed in writing, three hard copies and one electronic copy of each study/report shall be supplied either in MS Word or in HTML format.

Any classified information should be treated according to the instructions set out in the contract Security Aspect Letter (SAL).

Results of the activities performed under the framework contract may be published or released by the GSA to third parties. For this purpose, the tenderer must ensure that there are no restrictions based on confidentiality and/or intellectual property rights expected from third parties. Should the tenderer intend to use study data, which cannot be published or are classified, this must be explicitly mentioned in the offer. The language in which the study (including all reports) is to be submitted is English.

## **I.8. Place of Performance**

The tasks described in sections I.2.1 and I.2.2 will be performed at the Contractor's premises. On-site support for the activities described in section I.2.3 shall be performed within the GSA premises in Brussels.

Meetings between the Contractor and GSA shall be held at GSA's premises in Brussels (unless stated otherwise). All cost foreseen in the performance of the project, including travel costs shall be borne by the Contractor and included in the contractor's tender.

However, in case of additional meetings agreed between the contracting parties, the related costs, including travel costs, shall be reimbursed by GSA under the terms of Article II-7 and Annex IV of the Framework contract.

## **I.9. Specific Contracts**

### **a) Specific contract for tasks 1, 2, and 3:**

For the performance of the tasks described in section I.4, GSA and the contractor will sign – immediately after the signature of the framework contract – a specific contract based on the tender submitted for the said tasks (see IV.4 - Award Criteria).

### **b) Other specific contracts for additional tasks:**

For all additional tasks that will be requested by GSA throughout the duration of the framework contract, GSA will issue a written request to the contractor, upon which the contractor will submit an offer. The offer submitted will have to be drafted based on the same rates ("manday"/price) and methodology as the ones contained in the tender (see IV.4 Award Criteria) and upon which the contractor was awarded the framework contract.

On the basis of offers made by the contractor upon requests made by GSA, specific contracts (see Annex III of draft contract) will be signed by both contracting parties.



## **II. TERMS OF CONTRACT**

In drawing up his offer, the tenderer should bear in mind the provisions of the draft framework Contract attached to this invitation to tender. Any limitation, amendment or denial of the terms of contract will lead to automatic exclusion from the procurement procedure.

Tenderers should especially take into consideration Article II-3 of the draft framework contract regarding conflict of interests. Specifically, tenderers in their offers will be requested to demonstrate their independence from main companies/actors involved in the development of the EU GNSS systems and how potential conflict of interests with such companies/actors would be solved.

Special attention should also be brought to the requirements as contained in the S.A.L. (see Annex V of the Framework Contract).

GSA may, before the contract is signed, either abandon the procurement procedure or cancel the award procedure without the tenderers being entitled to claim any compensation.

### **II.1. Terms of payment**

Payments shall be made in accordance with the provisions specified in the framework service Contract

### **II.2. Financial guarantees**

#### **Guarantee on pre-financing**

For any pre-financing higher than 100 000 EUR, a financial guarantee equivalent to the amount of the pre-financing will be requested. Depending on the financial situation of the tenderer, GSA may ask for the financial guarantee for amounts lower than 100 000 EUR.

### **II.3. Subcontracting**

If the tenderer intends to subcontract part of the service, he shall indicate in his offer which part will be subcontracted and to what extent (% of the total contract value).

Tenderers must inform the subcontractor(s) that Article II.17 of the Contract will be applied to them. The contractor shall be responsible for ensuring that all subcontracting activities are undertaken in accordance with the rules set out in the Security Aspects Letter.

Once the Contract has been signed, Article II.13 of the above-mentioned contract shall govern the subcontracting.

### **II.4. Legal form to be taken by the grouping of service providers to whom the contract is awarded**

Groupings, irrespective of their legal form, may submit bids. Tenderers may, after forming a grouping, submit a joint tender on condition that it complies with the rules of competition. Such groupings (or consortium) must specify the company or person heading the project and must also submit a copy of the document authorising this company or person to submit a bid. If awarded, the contract will be signed by the company of the person heading the project, who will be, vis à vis GSA, the only contracting party responsible for the performance of this contract.



Tenders from a consortium of firms or groups of service providers, contractors or suppliers must specify the role, qualifications and experience of each member of the consortium or group. Each member must provide all the necessary documents for assessing the bid as a whole with regard to the exclusion criteria, selection criteria (all of them) and award criteria.

### III. FORM AND CONTENT OF THE TENDER

#### III.1. General

Tenders must be written in **one of the official languages** of the European Union. However, and due to the technical nature of the project, tenders are invited to submit their bids (or at least the technical part thereof) preferably in English.

Tenders must be clear and concise, with continuous page numbering, and assembled in a coherent fashion (e.g. bound or stapled, etc...). 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.

**NOTE:** In order to assess the required effort regarding Task 1, GSA will provide tenderers with documents R1.1 R1.2 and R1.3 (see point I.4.1.1) upon request. In that respect, tenderers should send a request through their Local Security Officer (at least 11 days before the deadline) to the following e-mail address: [tenders@gsa.europa.eu](mailto:tenders@gsa.europa.eu) indicating the name & address of the tenderer, and the name of the Local Security Officer as well as any proof that the LSO is appointed in this position by the company.

#### III.2. Structure of the tender

All tenders must include three sections i.e. an administrative, a technical and a financial proposal.

##### ***III.2.1. Section One: Administrative proposal***

This section must provide the following information, set out in the standard identification forms attached to these tender specifications (Annexes 1, 2 and 3):

- Tenderers' identification (Annex 1)
  - All tenderers must provide proof of **registration**, as prescribed in their country of establishment, on one of the **professional or trade registers** or provide a declaration or certificate.
  - If the tenderer is a natural person, he/she must provide a copy of the identity card/passport or driving licence and proof that he/she is covered by a social security scheme as a self-employed person.

***Each service provider (including subcontractor(s) or any member of a consortium or grouping) must complete and sign the identification forms in Annex 1 and also provide above-mentioned documents.***

- Financial identification (Annex 2)

The **bank identification form** must be completed and signed by an authorised representative of the tenderer. In the case of a grouping, this form must only be provided by the person heading the project.



- Legal entities (Annex 3)  
The legal entity form in Annex 3 must be completed in and should be accompanied by requested supporting documents. In the case of a grouping, this form must only be provided by the person heading the project.
- Security (SAL)  
Each service provider (including subcontractor(s) or any member of a consortium or grouping) must provide all the information that may be required by the Security Aspect Letter (SAL) with respect to the management of classified information.

GSA reserves the right, however, to request additional evidence in relation to the bid submitted for evaluation or verification purposes within a time-limit stipulated in its request.

### ***III.2.2. Section Two: Technical proposal***

This section is of great importance in the assessment of the bids, the award of the contract and the future execution of any resulting contract.

Some guidelines are given below, but attention is also drawn to the award criteria, which define those parts of the technical proposal to which the tenderers should pay particular attention. The technical proposal should address all matters laid down in the specifications. The level of detail of the tender will be extremely important for the evaluation of the tender.

Tenderers shall describe as part of their technical proposal all prior experience relevant to perform the work requested.

Tenderers shall submit, as part of the technical proposal, CVs for key personnel involved in the different tasks.

They shall provide a detailed proposal of how Tasks described in section I.4 would be carried out, and by whom, including the division of work among the different categories of staff on a man/days basis, key milestones, deliverables, date by which the tenderer may complete the task etc....

Moreover tenderers (whether being sole Contractor or part of a consortium/grouping) in their offers are requested to demonstrate how their proposed methodology/strategy will guarantee the most efficient implementation and management of the requested tasks.

The technical proposal must provide all the information needed for the purpose of awarding the Framework Contract and signing the specific contract implementing the Tasks described in section I.4.

### ***III.2.3. Section Three: Financial proposal***

All tenders must contain a financial proposal. The tenderer's attention is drawn to the following points:

- Prices must be quoted in **euros**, including the countries which are not in the euro-area. As far as the tenderers of those countries are concerned, they cannot change the amount of the bid because of the evolution of the exchange rate. The tenderers choose the exchange rate and assume all risks or opportunities relating to the rate fluctuation.
- Prices must be fixed amounts and include all expenses, such as foreseen travel expenses and daily allowances. All unforeseen additional meetings, than the ones requested under tasks reported in section I.4, will be reimbursed to the contractor on the basis of the reimbursement scheme contained in Art.II-7 of the Draft framework contract.



- **Prices should be quoted free of all duties, taxes and other charges, i.e. also free of VAT**, as the Communities are exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities of 8 April 1965 (OJ L 152 of 13 July 1967). Exemption is granted to GSA by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption. For those countries where national legislation provides an exemption by means of a reimbursement, the amount of VAT is to be shown separately.

In case of doubt about the applicable VAT system, it is the tenderer's responsibility to contact his or her national authorities to clarify the way in which the European Community is exempt from VAT;

- **Prices shall be** fixed and not subject to revision during the performance of the contract.
- In addition to a grid showing applicable daily rates per category of staff (see annex 8), bids must indicate the number of actual man-days needed to carry out the work sought under section I.4 as described in points I.4.1, I.4.2, and 1.4.3 split up per staff member involved.

**Bids involving more than one service provider (consortium) must specify the amounts indicated above for each provider.**



## **IV. ASSESSMENT AND AWARD OF THE CONTRACT**

The assessment will be based on each tenderer's bid.

All the information will be assessed in the light of the criteria set out in these specifications. The procedure for the award of the contract, which will concern only admissible bids, will be carried out in three successive stages.

The aim of each of these stages is:

- 1) to check on the basis of the exclusion criteria, whether tenderers can take part in the tendering procedure;
- 2) to check on the basis of the selection criteria, the technical and professional capacity and economic and financial capacity of each tenderer;
- 3) to assess on the basis of the award criteria each bid which has passed the exclusion and selection stages.

A single framework contract will be concluded with the tenderer ranked best as the result of the evaluation of admissible tenders.

### **IV.1. Exclusion criteria (exclusion of tenderers)**

To be eligible for participating in this contract award procedure, tenderers must not be in any of the following exclusion grounds<sup>2</sup>:

- (a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) they have been convicted of an offence concerning their professional conduct by a judgement which has the force of res judicata;
- (c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- (d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- (e) they have been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- (f) following another procurement procedure or grant award procedure financed by the Community budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations;

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<sup>2</sup> Article 93 of Council Regulation (EC, Euratom) No 1605/2002 of 25 June 2002 on the Financial Regulation applicable to the general budget of the European Communities (OJ L 248 of 16.9.2002)



#### ***IV.1.1. Evidence to be provided by the tenderers***

1. GSA shall accept, as satisfactory evidence that the tenderer is not in one of the situations described in point (a), (b) or (e) above, the production of a recent extract from the judicial record or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied.
2. GSA accepts, as satisfactory evidence that the tenderer is not in the situation described in point (d) above, a recent certificate issued by the competent authority of the State concerned.

Where no such certificate is issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

The documents referred to in paragraph 1 and 2 shall relate to legal and/or natural persons including, if applicable with regard to points b) and e), company directors or any person with powers of representation, decision-making or control in relation to the tenderer.

#### ***IV.1.2. Other cases of exclusion***

**Contracts will not be awarded** to tenderers who, during the procurement procedure:

**a) are subject to a conflict of interest;**

Tenderers must declare:

- that they do not have any conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties, or any other relevant connection or shared interest;
- that they will inform the contracting authority, without delay, of any situation constituting a conflict of interest or which could give rise to a conflict of interest;
- that they have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;
- that they have not granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to the award of the contract.

GSA reserves the right to check the above information.

**b) are guilty of misrepresentation** in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information.

#### ***IV.1.3. Declaration***

Tenderers must fill in and sign the forms attached to the specifications (Annex 4).

Where the tender involves more than one service provider (consortium or grouping), each provider must fill in and return the form, as well as the evidence specified in pt IV.1.1.

Subcontractors (when the subcontracted part does not exceeds 20% of the contract) must only provide the form in Annex 4.





**Bids submitted by subcontractors which have not provided the abovementioned documents may not be taken into consideration.**

GSA reserves the right, however, to request any other document relating to the proposed tender for evaluation and verification purpose, within a delay fixed in its request.

## **IV.2. Administrative and financial penalties**

1. Without prejudice to the application of penalties laid down in the contract, candidates or tenderers and contractors who have been guilty of making false declarations or have been found to have seriously failed to meet their contractual obligations in an earlier procedure will be excluded from all contracts and grants financed by the Community budget for a maximum of two years from the time when the infringement is established, as confirmed after an adversarial procedure with the contractor.

That period may be extended to three years in the event of a repeat offence within five years of the first infringement.

Tenderers or candidates who have been guilty of making false declarations will also incur financial penalties representing 2% to 10% of the total value of the grant being awarded.

Contractors who have been found to have seriously failed to meet their contractual obligations will incur financial penalties representing 2% to 10% of the value of the grant in question.

This rate may be increased to 4% to 20% in the event of a repeat offence within five years of the first infringement.

2. In the cases referred to in points IV.1, a), c), d), the candidates or tenderers will be excluded from all contracts and grants for a maximum of two years from the time when the infringement is established, as confirmed after an adversarial procedure with the contractor.

In the cases referred to in points IV.1, b) and e), the candidates or tenderers will be excluded from all contracts and grants for a minimum of one year and a maximum of four years from the date of notification of the judgment. Those periods may be extended to five years in the event of a repeat offence within five years of the first infringement or the first judgment.

3. The cases referred to in point IV.1, e) cover:

a) cases of fraud as referred to in Article 1 of the Convention on the protection of the European Communities' financial interests established by the Council Act of 26 July 1995 (OJ/C 316 of 27.11.1995, p. 48);

b) cases of corruption as referred to in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, established by the Council Act of 26 May 1997 (OJ/C 195 of 25.6.1997, p. 1);

c) cases of participation in a criminal organisation, as defined in Article 2(1) of Joint Action 98/733/JHA of the Council (OJ/L 315 of 29.12.1998, p. 1);

d) cases of money laundering as defined in Article 1 of Council Directive 91/308/EEC (OJ/L 166 of 28.6.1991, p.77).

## **IV.3. Selection Criteria (selection of tenderers)**

To be eligible, the tenderers must have the economic and financial capacity as well as the technical and professional capacity to perform the tasks required in this call for tender.



#### ***IV.3.1. Economic and financial capacity – References required***

Tenderers must provide proof of their financial and economic capacity by means of the following documents: the balance sheets or extracts from balance sheets for the last three financial years, and a statement of overall turnover and turnover relating to the relevant services for the last three financial years.

This rule applies to all service providers, regardless of the percentage of tasks they intend to execute, once they have chosen to submit a tender. However, if the tender includes subcontractors whose tasks represent less than 20% of the contract, those subcontractors are not obliged to provide evidence of their economic and financial capacity.

#### ***IV.3.2. Technical and professional capacity – References required***

Tenderers must provide evidence of their technical and professional competence on the following domains:

- Knowledge of Galileo and GNSS programmes.
- Knowledge of the security framework of the EU GNSS programmes, and especially of Galileo.
- Experience in the Information Security (IS) and Information Technology Security (ITSEC) international standards and techniques, and the relevant certification processes.
- Experience in risk analysis and assessment.
- Experience in the implementation of industrial security rules, both at national and EU levels.
- Experience in the definition of highly complex systems management and organization.

If several service providers/subcontractors are involved in the bid, each of them must have and show that they have the professional and technical capacity to perform the specific tasks assigned to them.

Tenderers should provide with their bid detailed curriculum vitae of each staff member responsible for carrying out the work, including his or her educational background, degrees and diplomas, professional experience, research work, publications and linguistic skills.

The CV's shall be presented, preferably, in accordance to GSA Recommendation on a common European format for curricula vitae, published in OJ L79 of 22 March 2002, p. 66.

#### ***IV.3.3. Security***

Tenderers must provide evidence of their experience and ability to comply with security instructions applicable to contractor and subcontractors, as described in the draft Security Aspects Letter attached to this invitation to tender. Selection criteria in security field will be:

- Description of the security organisation of each company involved as prime contractor or subcontractor, for the management of classified information up to CONFIDENTIAL level, including EU classified information. This description should contain also the following details for each company involved: country, company name, address, Local Security Officer (LSO) contact details (Name, Tel, Fax, E-Mail), Project Leader contact details (Name, Tel, Fax, E-Mail);
- Analysis of the SAL requirements and provision of a compliance matrix, providing only if needed the status "Partial Compliance (PC)" or "Non Compliance (NC)" with a justification for each of them;
- Demonstration that contractor's personnel as well as sub-contractors' personnel with a need to handle EU or national classified information up to the level of CONFIDENTIAL in the framework of the contract, hold a valid and appropriate PSC for that purpose;



- Description of the specific elements used or produced in the framework of the contract which should be classified and specifying the applicable security classification levels required;
- Demonstration that all industrial or other entities which need an access to information classified CONFIDENTIAL hold a national FSC. The FSC is granted by the NSA/DSA of the Member State to confirm that a facility can afford and guarantee adequate security protection of EU or national classified information to the appropriate classification level;
- No contract or subcontract may be awarded to entities registered in a non-EU Member State, except if agreements on security procedures for the exchange of classified information have been established with them, defining the purpose of cooperation and the reciprocal rules on the protection of the information exchanged and following article 26 of the Commission Decision 2001/844/EC, ECSC, Euratom of 29 November 2001 amending its internal Rules of Procedure.
- The contractor and the subcontractors for whom an access to the classified information provided by the ESA GalileoSat programme is required, must be in EU Member States participants of the GalileoSat PSI<sup>3</sup>, without prejudice to the article 26 of the Commission Decision 2001/844/EC, as mentioned above.

#### IV.4. Evaluation of tenders – Award criteria

The contract will be awarded according to the criteria given below, on the basis of the economically most advantageous tender.

Only bids that have reached a total score of a minimum of 70% and a minimum score of 60 % for each technical criterion will be taken into consideration for awarding the contract.

##### a) Technical evaluation criteria as weighted (70%)

N°	Award Criteria	Weighting
1	<b>"General understanding of the requirements and the context thereof"</b> <ul style="list-style-type: none"><li>- Quality of the content of the proposal<ul style="list-style-type: none"><li>. Bidder's analysis of GSA's requirements and critical review thereof (if necessary)</li><li>. Understanding of the specific environment under which studies are to be conducted</li><li>. Understanding of GSA's needs and preliminary analysis of solutions</li></ul></li><li>- Compliance and completeness of proposal with the Statement of Work</li></ul>	30

<sup>3</sup> Program Security Instruction concerning the GalileoSat programme (short title: GalileoSat PSI) issued by Galileo Security Board (GSB), 23 July 2007; participants are: Austria, Belgium, Denmark, Finland, France, Germany, Ireland, Italy, Luxembourg, The Netherlands, Norway, Portugal, Spain, Sweden, Switzerland, The United Kingdom.



2	<p><b>"Proposed approach and methodology for the completion of <u>Tasks 1, 2, and 3 as described under section I.4</u>"</b></p> <ul style="list-style-type: none"> <li>- Quality of the <b>proposed</b> team responsible for carrying out the task(s)</li> <li>- Adequacy of the allocation/distribution of the tasks within the proposed team and adequacy of management level and efforts related to each task</li> <li>- Confidence that the approach and methodology is appropriate to meet the requirements within timelimits</li> <li>- Analysis of interface requirements between the different tasks</li> <li>- Relevance of proposed options</li> </ul>	70
<b>Total number of points</b>		<b>100</b>

b) Total price (30%)

N°	Price	Weighting
1	<p><b>Total Price of Tasks 1, 2 and 3</b> Total number of points for price, assessed through the financial proposal regarding Tasks 1, 2, and 3 (Where X is the highest score for technical evaluation reached by an eligible offer).</p> <p>Score for price for offer (a) will then be computed as follows: <math>X * \text{lowest price among eligible offers} / \text{price of offer (a)}</math></p>	50
2	<p><b>Daily Rates</b> Assesment of the daily rates proposed by the tenderer - see Annex 8 of the tender specifications (Where X is the highest score for technical evaluation reached by an eligible offer).</p> <p>Score for daily rates for offer (a) will then be computed as follows: <math>X * \text{lowest average daily rate among eligible offers} / \text{average daily rate of offer (a)}</math></p>	50
<b>Total number of points</b>		<b>100</b>

The contract will be awarded to the tenderer which offers the best quality price score as measured by the following formula:

$70\% * (\text{Total number of points for technical evaluation}) + 30\% * (\text{Total number of points for price})$

**Important note:**

The detailed offer submitted by the contractor will be incorporated as an annex to the framework contract and will form an integral part thereof. Therefore, specific contracts implementing any additional task will have to comply with the conditions developed in the offer, in regard to the methodology and the price basis (man/days proposal by category of staff).



#### **IV.5. Information for tenderers**

GSA will inform tenderers of decisions reached concerning the award of the contract, including the grounds for any decision not to award a contract or to recommence the procedure.

If a written request is received, 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.

#### **V. ANNEXES**

1. Identification of the Tenderer
2. Financial Identification
3. Legal Entity Form
4. Declaration by the Tenderer (relating to the exclusion criteria)
5. Draft Framework Contract
6. Model of Specific Contract
7. Security Aspects Letter
8. Daily Rates Grid



## ANNEX 1

### IDENTIFICATION OF THE TENDERER

(Each service provider, including subcontractor(s) or any member of a consortium or grouping, must complete and sign this identification form)

#### Call for tender GSA/OP/04/07

Identity	
Name of the tenderer	
Legal status of the tenderer	
Date of registration	
Country of registration	
Registration number	
VAT number	
Description of statutory social security cover (at the level of the Member State of origin) and non-statutory cover (supplementary professional indemnity insurance) <sup>4</sup>	
Address	
Address of registered office of tenderer	
Where appropriate, administrative address of tenderer for the purposes of this invitation to tender	
Contact Person	
Surname: First name: Title (e.g. Dr, Mr, Ms) : Position (e.g. manager): Telephone number: Fax number:	

<sup>4</sup> For natural persons



E-mail address:	
<b>Legal Representatives</b>	
<b>Names and function of legal representatives</b> and of other representatives of the tenderer who are authorised to sign contracts with third parties	
<b>Declaration by an authorised representative of the organisation<sup>5</sup></b> I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.	
Surname: First name:	Signature:

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<sup>5</sup> This person must be included in the list of legal representatives; otherwise the signature on the tender will be invalidated.

**ANNEX 2 - Financial Form**  
(to be completed by the tenderer)

The tenderer's attention is drawn to the fact that this document is a model and that a specific **Financial Form** for each Member State is available at the following Internet address:  
<http://gsa.europa.eu/>, under the "Call for tender" section





## FINANCIAL IDENTIFICATION

<b><u>ACCOUNT HOLDER</u></b>	
<b>NAME</b>	<input type="text"/>
<b>ADDRESS</b>	<input type="text"/>
<b>TOWN/CITY</b>	<input type="text"/>
<b>POSTCODE</b>	<input type="text"/>
<b>COUNTRY</b>	<input type="text"/>
<b>VAT NUMBER</b>	<input type="text"/>
<b>CONTACT PERSON</b>	<input type="text"/>
<b>TELEPHONE</b>	<input type="text"/>
<b>FAX</b>	<input type="text"/>
<b>E - MAIL</b>	<input type="text"/>

<b><u>BANK</u></b>	
<b>BANK NAME</b>	<input type="text"/>
<b>BRANCH ADDRESS</b>	<input type="text"/>
<b>TOWN/CITY</b>	<input type="text"/>
<b>POSTCODE</b>	<input type="text"/>
<b>COUNTRY</b>	<input type="text"/>
<b>ACCOUNT NUMBER</b>	<input type="text"/>
<b>IBAN (optional)</b>	<input type="text"/>

**REMARKS :**

<b><u>BANK STAMP + SIGNATURE of BANK REPRESENTATIVE</u></b> <b>(Both Obligatory)</b>
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<b><u>DATE + SIGNATURE of ACCOUNT HOLDER :</u></b> <b>(Obligatory)</b>
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**ANNEX 3 - Legal Entity Form**  
(to be completed by the tenderer)

The tenderer's attention is drawn to the fact that this document is a model and that a specific **Legal Entity Form** for each Member State is available at the following Internet address: <http://gsa.europa.eu/>, under the "Call for tender" section

Please note that we can only accept either original documents or certified copies, which must be less than 6 months old.

In the case of a grouping, this form must only be provided by the person heading the project.



## ANNEX 4

### DECLARATION BY THE TENDERER

Each service provider, including subcontractor(s) or any member of a consortium or grouping, must sign this identification form

1. In accordance with Article 93 of the Financial Regulation of the European Communities (Council Regulation 1605/2002 of 25.6.2002) published in Official Journal L 248 of 16 September 2002, I declare on my honour that I am not in any of the following situations which would exclude me from participating in this procurement procedure:
  - a) I am not bankrupt, being wound up or having my affairs administered by the courts, I have not entered into an arrangement with creditors, I have not suspended business activities, I am not the subject of proceedings concerning any such matters, and I am not in any similar situation arising from a similar procedure provided for in legislation or regulations;
  - b) I have not been convicted of an offence concerning my professional judgement by a judgment which has the force of res judicata;
  - c) I have not been found guilty of grave professional misconduct proven by any means which the contracting authority can justify;
  - d) I have not failed to fulfil obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which I am established or with those of the country or the contracting authority or those of the country where the contract is to be performed;
  - e) I have not been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
  - f) as a consequence of another procurement or grant procedure financed by the Community budget, I have not been declared to be in serious breach of contract for failure to comply with my contractual obligations,
2. In addition, the undersigned declares on his or her honour:
  - a) that on the date of submission of the tender, the company or organisation I do represent and the staff proposed for this tender are not subject to a conflict of interests in the context of this invitation to tender; I undertake to inform GSA without delay of any change to this situation after the date of submission of the tender.
  - b) that the information provided to GSA within the context of this invitation to tender is accurate, sincere and complete.

Done at ..... on.....

Name .....

Title .....

Signature:



## ANNEX 8

### DAILY RATES

#### Call for tender GSA/OP/04/07

<b>CATEGORY OF STAFF</b>	<b>DAILY RATE (€)</b>
Director, Strategic Advisor	
Expert, Senior Advisor	
Engineer, Manager	
Technician, Junior Engineer	
<b>TOTAL</b>	
<b>AVERAGE DAILY RATE</b>	

Prices must be fixed amounts and include all expenses, such as foreseen travel expenses and daily allowances.

Prices should be quoted free of all duties, taxes and other charges, i.e. also free of VAT.