

**Preliminary Market Consultation on
Provision of Galileo Service Operations
EUSPA/MC/19/23**

1 Introduction

The European Global Navigation Satellite System (Galileo) has been providing services since 2016 and its exploitation is under the responsibility of the European Agency for the Space Programmes (EUSPA).

In the existing framework a single industrial prime contractor manages the operations and maintenance of the satellites and most of the ground facilities, overseen by EUSPA as the Contracting Authority.

Background information of the Galileo System and Services can be found in Appendix B of this document. The reader is also invited to review the publicly available information at the following web sites:

<https://www.euspa.europa.eu/european-space/galileo/What-Galileo>

<https://www.gsc-europa.eu/galileo/system>

https://gssc.esa.int/navipedia/index.php/Galileo_Architecture

Information on the governance of the Galileo Programme, explaining the role of each involved entity, can be also found in Appendix B.

The current contract with the operations prime contractor expires at the end of 2026, and EUSPA would like to consult the market in preparation of the procurement for the ensuing contract to continue operations from 2027.

The interested economic operators are invited to take part in this market consultation to facilitate the understanding of the market situation and the available feasible solutions under the conditions provided herewith.

The Agency is launching the present market consultation, according to article 166 of Regulation 2018/1046 and taking into specific account article 14 b) of Regulation 2021/696 (Space Regulation) whereby in procurement procedures for the implementation of the EU Space Programme the contracting authorities shall ensure effective competition and, where possible, avoid reliance on a single provider, in particular for critical equipment and services, while taking into account the objectives of technological independence and continuity of services.

Reference is also made to Art. 17 of the Space Regulation on the basis of which new entrants, SMEs and start-ups are encouraged to be part of the competitive tendering.

2 Acronyms and Abbreviations

Abbreviation	Definition
EC	European Commission
ESA	European Space Agency
EU	European Union
EUSPA	European Union Agency for the Space Programme
GNSS	Global Navigation Satellite System
GPS	Global Positioning System
GSC	GNSS Service Centre
GST	Galileo System Time
HW	Hardware
ILS	Integrated Logistics Support
KPI	Key Performance Indicator(s)
L1, L2, L3	Level 1, Level 2 or Level 3 maintenance
NDU	Non-Disclosure Undertaking
OS	Open Service
SoL	Safety of Life
SW	Software
TSP	Timing Service Provider

3 Scope and Purpose of the Market Consultation

3.1 Purpose

In order to achieve the operational transition by the end of 2026, EUSPA intend to launch a contract tendering process in 2023.

The future tender will have to ensure the following main objectives:

- Service continuity must be ensured
- Service performance must not be impacted
- Efficiency of service provision should be increased, both technically and financially
- User facing services and end-user satisfaction to have increased priority
- Responsibilities of the operator expanded to reflect increased stability of system in operation
- Increased coordination with other Programme entities developing element and system evolutions
- Creation of competitive conditions in order to obtain best value for money

The feedback received in the frame of the consultation will be used to support EUSPA in the procurement preparation, including in taking decisions on the scope of tenders, contractual terms and conditions, procurement procedures to be used, and the potential award of multiple parallel and inter-related contracts.

3.2 Main Procurement Needs

The future operations contract(s) shall be fully in place no later than mid-2026, overlapping the current service operations contract to ensure a smooth transition from the incumbent. Full responsibility for Galileo operations & maintenance will be effective from 1st January 2027.

The envisaged general scope of the activities to be procured is as follows:

1. Real-time operations, including:
 - a. Each satellite platform and payload in the constellation
 - b. Ground segment
 - c. Service specific operations
2. Roll-out of new and updated sub-systems / elements, including
 - a. Deployment to validation platforms for testing prior to entering operations
 - b. Operational validation
 - c. Seamless migration to the operational system
3. ILS activities, including:
 - a. Preparation and update of maintenance documentation, procedures & tools
 - b. Management of spare parts for all sites
 - c. Provision of ILS / maintenance training
 - d. Other ILS services

4. System maintenance & improvements, including:
 - a. On-site support of operational facilities to ensure continued service provision, according to L1 maintenance procedures
 - b. Performance of preventative maintenance at all sites
 - c. Implementation of corrections (L2/L3 maintenance)
 - d. Implementation of minor improvements
5. Site specific activities, including:
 - a. Organisation of hosting services at each site
 - b. Preparation of new sites
 - c. Expansion / upgrade of facilities or equipment on-site (e.g. additional antennae)
 - d. Provision of site services according to a KPI regime
6. User services
 - a. Preparation of information for service end-users
 - b. Publication of data on the Galileo Service Centre (GSC) web portal
 - c. Management and operation of the systems comprising the GSC facilities
7. Network services
 - a. Provide state-of-the-art communication services between the many worldwide Galileo sites, using both terrestrial and satellite service components
 - b. Interface with Galileo service provision operations for the monitoring of service performance and the rapid resolution of issues impacting them
 - c. Perform all necessary maintenance, evolution and obsolescence resolution required to ensure continuous delivery of the services according to a defined KPI regime
8. Timing services (TSP) and Geodetic Services (GRSP)
 - a. Provide the baseline Galileo System Time (GST) to all Galileo components, based on timing data synchronisation with European timing laboratories
 - b. Provide the Geodetic Reference Frame to the Galileo System
 - c. Interface with Galileo service provision operations for the monitoring of timing service performance and the rapid resolution of issues impacting them
 - d. Perform all necessary maintenance, evolution and obsolescence resolution required to ensure continuous delivery of the timing services according to a defined KPI regime

4 Questions to Market Consultation Participants

The interested parties of this market consultation are invited to provide their position in relation to the following aspects, taking into account the list of main procurement needs identified in the previous section:

1. How the procurement(s), as described in section 3 above, could be best organised in order to:
 - Increase competition
 - improve efficiency and best value for money for the public sector
 - encourage new entrance, SMEs and start-ups

2. Which procurement/contractual instruments are considered appropriate to foster competition within this procurement, while still guaranteeing continuity of services
Respondents are invited to consider the following supplementary aspects in their answers:
 - What are the perceived critical aspects of transferring operational responsibility from an incumbent contractor to a new contractor;
 - What are the envisaged solutions / approaches to ensure continuity of service provision during such a transition;
 - What are, in your opinion, the measures within the procurement process that EUSPA could take to ensure a 'level playing field' with respect to incumbent contractors (e.g. due diligence, access to information, mandatory subcontractor, customer undertakings, incumbent / developer licensing terms, alternative solutions development) and what are the relevant justifications.

3. What would be the benefits, if any, of grouping some, or all, of the procurement needs, as described in section 3 above, under the same procurement, and what are the potential advantages of splitting them into several procurements?
 - In the case of a split, how could the interfaces between the individual contractors be established to ensure consistency and continuity;
 - In the case of a split, who would retain the overall responsibility for delivering the procurement needs in their entirety, i.e. is the role of a 'prime' contractor necessary.

Note: Examples of separation/grouping to consider could include keeping GSC operations separate/together from GCC operations, or keeping L2/L3 maintenance separate/together with operations or hosting. For any such analysis, please identify critical issues that could be foreseen in the case such a merge/split is proposed.

4. What is the level of information the candidates would need on the current status and future plans for deployment and development of the system to formulate a committing tender on operation and maintenance thereof?

Furthermore, what information would you need in order to provide a committing proposal for the provision of the L2/L3 maintenance services for the Galileo Infrastructure?

5. What level of maturity and stability of the system functions (that will evolve during the contract) would you expect in order to formulate a committed offer for the associated services (including, but not limited, to operations, ILS and maintenance)?

6. What level of support, if any, would you require from the contracting authority with respect to managing the relationship with the infrastructure/segment development contractors.
7. Considering the status of the system and the planned evolutions, as explained in Appendix B, what in your opinion is the most suitable duration of the future envisaged contract(s) that would ensure stability of commitment whilst providing the best value for money to the public sector.
8. For the many Galileo Hosting Sites, would you expect to negotiate directly with the sites at the tender preparation, or would you expect that the contracted activities are assigned?
9. In cases where it is necessary to take over existing contracts and continue to undertake their associated responsibilities, what are the minimum conditions that would need to be in place for you to take them over.

5 Disclaimer

EUSPA reserves at its sole discretion to decide whether and when it will launch an actual procurement/s for the Galileo operations services.

The descriptive part of the present consultation is intended solely for the purpose of providing the broader context information to the market.

Neither the present consultation nor the answers to it are in any way binding on EUSPA in its preparation of the potential procurement documentation – no expectation shall be created or derived whatsoever.

EUSPA will also take measures to ensure that the opinions expressed in the replies will not unduly bias its procurement and the resulting tender specifications will ensure as wide competition as possible.

6 Confidentiality and Equality of treatment

The Agency commits to observe the strictest confidentiality on the answer obtained in reply to the present market consultation and not to use any possible results thereof in a way which would impair impartiality and equality of treatment in the preparation and carrying out of possible future procurements.

The candidates replying to the present market consultation are required to enter in the confidentiality undertakings and observe the procedure as follows:

6.1 Proprietary Information

Appendix B contain unclassified Proprietary Information and shall be made available to the interested parties subject to submission of Non-Disclosure Undertaking (NDU) in the form provided in Appendix A according to the procedure described in section 6.2.

6.2 Request for access to Proprietary Information

In order to be given access to the Proprietary Information as defined in section 6.1 interested parties shall submit a request to EUSPA via email to tenders@euspa.europa.eu including a scan of a duly signed Non-Disclosure Undertaking according to template provided in Appendix A (the original to follow by mail) with attached to it a copy of its registration and documents establishing the authorisation rights of the signatory of the NDU. Once the original documents are received the EUSPA shall send Appendix B, to the interested party.

The interested parties may only submit the NDU electronically via email to tenders@euspa.europa.eu, under the condition that the document is signed electronically with a Qualified Electronic Signature (QES) of a person that is authorised to represent the interested entity. Please note that only QES within the meaning of Regulation (EU) No 910/2014 (eIDAS Regulation) will be accepted.

7 Data protection section

Any personal data that may be included in the replies to the present consultation will be processed in accordance with (1) the applicable rules on the protection of natural persons with regard to the processing of personal data by the EU institutions, bodies, offices and agencies (currently Regulation (EU) 2018/1725) and (2) the modalities of the following privacy statement:

Identity of the controller:

- **Controller:** European Union Agency for the Space Programme (EUSPA), Head of Galileo Programme Department, Janovskeho 438/2 170 00 Prague 7, Czech Republic, Galileo.exploitation@euspa.europa.eu
- **Data Protection Officer:** EUSPA Data Protection Officer, Janovskeho 438/2 170 00 Prague 7, Czech Republic, dpo@euspa.europa.eu

Purpose of the processing: The management and administration of the Preliminary Market Consultation and the follow up procurement as needed;

Data concerned: Contact information of participants, e.g. name and last name of authorised representatives, email address, postal address, telephone numbers, company/agency/body and department, country of establishment, position;

Legal basis: Article 5(1)(a) of Regulation (EU) 2018/1725

Lawfulness of the processing:

Article 5(1)(a): the processing is necessary for the performance of a task carried out in the public interest, specifically the management and functioning of EUSPA through the launching of tender procedures.

Recipients of the data processed: for the purpose detailed above, access to your personal data is given to EUSPA staff and contractors of the EUSPA without prejudice to a possible transmission to the bodies in charge of a monitoring or inspection task in accordance with European Union law.

Information on the retention period of personal data: responses to the stakeholder consultation, including personal data, will be retained by EUSPA for a period of 10 years following the closure of the stakeholder consultation.

Data subject's rights and contact data:

- Data subjects have the right of access, rectification and erasure of their personal data or restriction of processing at any time, provided that there are grounds for the exercise of this right, as per the applicable rules
- Data subjects have the right to object, on grounds relating to his or her particular situation, at any time to the processing of personal data concerning him or her. Requests shall be addressed to EUSPA Galileo Exploitation Department at Galileo.exploitation@euspa.europa.eu by describing the request explicitly. It is noted that pursuant to such a request, the Controller shall no longer process the personal data unless the Controller demonstrates compelling legitimate grounds for the processing which

override the interests, rights and freedoms of the data subject or for the establishment, exercise or defence of legal claims

- Data subjects may obtain their personal data, submitted to EUSPA, in a structured, commonly used and machine-readable format and transmit them to another controller, provided that there are grounds for the exercise of this right, as per the applicable rules
- Data subjects are entitled to lodge a complaint at any time with the European Data Protection Supervisor (<http://www.edps.europa.eu>; EDPS@edps.europa.eu) if they consider that their rights under the applicable rules on the protection of individuals with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data have been infringed as a result of the processing of their personal data by EUSPA

Any request for the exercise of any of the abovementioned rights shall be addressed to EUSPA EGNOS Exploitation Department at Galileo.exploitation@euspa.europa.eu; data subjects are kindly requested to describe their requests explicitly.

8 Submission of Responses

Submission of a response implies acceptance of the conditions of the Market Consultation. The participants shall answer the question listed in section 4.

The responses to this Preliminary Market Consultation should be sent in English in electronic format by email to the following address: tenders@euspa.europa.eu.

The deadline for submission of responses is 15 September 2023, 23:59 CET (at the latest).

EUSPA shall treat the provided information as confidential and use it only for the purpose of the Market consultation, reserving the right to share the information received from the participants with the European Commission, and European Space Agency – within the framework of existing confidentiality obligations between EUSPA and such parties.

9 List of Appendices

The present consultation has the following appendices either attached herewith or to be provided against submission of signed NDU.

Ref. no	Title	Provision to the interested parties
Appendix A	Template Non-Disclosure Undertaking	attached herewith
Appendix B	Background Information on Galileo System	to be provided against submission of a duly signed Non-Disclosure Undertaking according to template provided in Appendix A

Appendix A – Template Non-Disclosure Undertaking

9.1 NON-DISCLOSURE UNDERTAKING

9.2

(name of undertaking entity)

the undertaking entity, hereinafter referred to as the “**Recipient**”, whose registered office is at:

(Official address of Recipient in full)

represented, for the purposes of the signature of this non-disclosure undertaking (hereinafter the

“Undertaking”),

by

(insert (i) name of representative of Recipient duly empowered to sign the Undertaking and (ii) his/her function).

Article 1 – Definitions

For the purpose of this Undertaking:

"**Proprietary Information**" shall refer to Appendix B "Background information on Galileo System" of Market Consultation EUSPA/MC/19/23 and any information or data of financial, personal, commercial or technical nature, including but not limited to, any reports, analyses, compilations, studies, interpretations, assumptions, estimates, projections, forecasts prospects, whether it relates to technical, pricing, legal or other information, including ideas, know-how, concept, designs, specifications and data, and whether it is in written, electronic, photographic, oral and/or any other form relating to Market Consultation EUSPA/MC/19/23 on Provision of Galileo Service Operations and any follow-up exchange related to it disclosed by or on behalf of the EUSPA to the Recipient, pursuant to this Undertaking.

"**Purpose**" shall refer Market Consultation EUSPA/MC/19/23 on Provision of Galileo Service Operations and any follow-up exchange related to it.

Article 2 – Confidentiality and conditions of access to and use of the Proprietary Information

2.1 The Proprietary Information is supplied to the Recipient solely and exclusively for the Purpose. The Proprietary Information cannot be used totally or partially, directly or indirectly, for any purpose other than the Purpose of this Undertaking, unless EUSPA gives its prior written authorisation. In any case, the Recipient shall not use the Proprietary Information in a manner conflicting with the objectives of the European GNSS programmes.

2.2 Subject to Article 2.3, the Recipient shall not copy, reproduce, distribute, communicate or otherwise make available the Proprietary Information to public, either in whole or in part, unless EUSPA gives its prior written authorisation. The Recipient shall keep the Proprietary Information and any copies thereof secure by effective and reasonable means in such a way as to prevent unauthorised access. The Recipient shall be responsible for any disclosure of the Proprietary Information in breach of the provisions of the present Undertaking.

2.3 The Recipient shall not disclose the Proprietary Information to persons inside and outside its organisation unless such persons (for the purposes of the present clause "Receiving Persons") have a proven need to know for the Purpose. The Recipient shall ensure that the Receiving Persons are bound by provisions equally onerous to those of this Undertaking and fulfil the conditions of the Market Consultation before releasing to such persons the Proprietary Information. The Recipient shall assume full responsibility towards EUSPA for any breach of the present Undertaking by the Receiving Persons.

2.4 Nothing contained in this Undertaking shall be construed as granting any right, title or interest in the Proprietary Information including any intellectual property rights. The Recipient shall not itself, nor authorise third party to, write, publish or disseminate any description of the Proprietary Information or elements of it, such as its structure or content for so long as it is bound by this Undertaking.

2.5 The Proprietary Information is provided "as is". The Recipient acknowledges that EUSPA disclaims all warranties of any kind relating to the Proprietary Information, whether expressed or implied, including but not limited to, any implied warranty against infringement of third party property rights or as to merchantability or fitness for a particular purpose.

2.6 The Recipient acknowledges and accepts that EUSPA will not be liable for any damage related to the disclosure of the Proprietary Information, even when such disclosure has been authorised by

EUSPA, including, but not limited to, damages for loss of profit, business interruption, loss of business information, or any other pecuniary loss arising out of the use of, or inability to use, the Proprietary Information.

2.7 When the Recipient becomes aware of any unauthorised use of the Proprietary Information or of any unauthorised copy of the Proprietary Information or of any unauthorised derivative work, it shall immediately inform EUSPA thereof.

2.8 Should the Recipient breach any of its obligations under this Undertaking, and without prejudice to the right of EUSPA to seek damages, EUSPA may, by written notice to the Recipient, withdraw the right to use the Proprietary Information for the Purpose.

Article 3 – Limitation on protection of the Proprietary Information

The obligations set out in Article 2 are not applicable to information for which the Recipient can demonstrate that it:

- a) has come into the public domain prior to, or after, the date of receipt of the Proprietary Information from EUSPA through no fault or unauthorised act of the Recipient;
- b) was already lawfully developed or acquired by the Recipient at the date of receipt of the Proprietary Information from EUSPA;
- c) has been or is published without violation of this Undertaking;
- d) was lawfully obtained by the Recipient without restriction and without breach of this Undertaking from a third party, who is in lawful possession thereof, and under no obligation of confidence to EUSPA;
- e) is disclosed pursuant to a request of a governmental or jurisdictional authority or is disclosed according to the law or regulations of any country with jurisdiction over the Recipient; in either case the Recipient, subject to possible constraints of such governmental or jurisdictional authority, shall immediately give EUSPA a written notice of the above request and shall reasonably cooperate with EUSPA in order to avoid or limit such disclosure;
- f) was disclosed and/or used without restriction pursuant to written authorisation from EUSPA;
- g) is used by the Recipient to defend its rights in court proceedings, regardless from any court order in this respect.

Article 4 – Duration of this Undertaking and protection of the Proprietary Information

4.1 The effective date of this Undertaking shall be the date on which it is signed. This Undertaking shall remain in force for 10 years as from its signature.

4.2 Upon the expiration of this Undertaking, the Recipient shall destroy all the Proprietary Information and any copies of it. The destruction shall be certified in writing by the Recipient and sent to EUSPA to legal@EUSPA.europa.eu.

4.3 The Recipient shall use all reasonable endeavours to ensure that any third parties to whom the Recipient has supplied any Proprietary Information according to Article 2.3 above, destroy such Proprietary Information and any copies made of them.

Article 5 – Applicable law; Disputes

5.1 This Undertaking shall be governed and construed in accordance with the laws of the European Union complemented when necessary by the law of Belgium. The Recipient and EUSPA shall make their best efforts to settle amicably all disputes arising in connection with this Undertaking. If such amicable settlement fails, the said dispute shall be finally settled by the General Court of the Court of Justice of the European Union in accordance with its rules of procedure.

Article 6 – Final provisions

6.2 If any term of this Undertaking is or becomes illegal, invalid or unenforceable in any jurisdiction, this shall not affect the legality, validity or enforceability in that jurisdiction of any other terms of this Undertaking, nor the legality, validity or enforceability in other jurisdictions of that or any other provision of this Undertaking.

6.3 Communication of the Proprietary Information:

	Recipient	EUSPA
Proprietary Information	Mr/Ms _____ Function/title _____ Company name _____ Address _____ Address _____ Tel: _____ Email: _____	Gueric Pont European Union Agency for the Space Programme Galileo Department Janovského 438/2 17000 Prague 7 – Holesovice Czech Republic Email: Galileo.exploitation@euspa.europa.eu
Undertaking related communications	Mr/Ms _____ Function/title _____ Company name _____	Stefano Giorgi European Union Agency for the Space Programme

	Address Address Tel: Email:	Legal and Procurement Department Janovského 438/2 17000 Prague 7 – Holesovice Czech Republic Email: tenders@euspa.europa.eu
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In witness whereof, the Recipient has caused this Undertaking to be executed by its duly authorised representative,

Signature of representative of the Recipient duly empowered ¹ to sign the Undertaking	
Name	
Position	
Date	

¹ The signatory has to enclose the document proving his/her due empowerment to sign on behalf of the Recipient.

Appendix B – Background information on Galileo System

Will be provided against submission of a duly signed Non-Disclosure Undertaking according to template provided in Appendix A

END OF DOCUMENT