



GSA/CD/09/19 - EGNOS Service Provider - Tender Information Package ("TIP")

Reference:

GSA-EGN-ESP2-SPE-A00243

Issue/Version: 1.1

Date: 07/06/2019



Change Log:				
WFID	Issue/ Version	Changes & Pages Affected	Author	Date
250619	1.0	First internal version of the document	GSA	07/05/2019
251623	1.1	First version for publication	GSA	07/06/2019

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1 Overview

The present Tender Information Package ("TIP") with its annexes is intended to complement the information contained in the Prior Information Notice (PIN) OJ/S S22 47118-2019 of 31/01/2019 and Contract Notice OJ/S S123 299295-2019-EN of 28/06/2019 (CN), providing the Candidates with further information on the procurement procedure and elements to allow them to prepare for the EGNOS Service Provider ("ESP") procurement process.

1.1 Introduction

The Regulation of the European Parliament and the Council on the implementation and exploitation of European satellite navigation systems (Galileo and EGNOS), hereinafter "the GNSS Regulation"¹, has set forth the current framework for the further implementation of EGNOS Programme.

Public governance of the Galileo and EGNOS programmes is based on the principle of a strict division of tasks and responsibilities between the various entities involved, in particular the European Commission (hereinafter "the EC"), the European GNSS Agency (hereinafter "the GSA", "the Agency" or "the Contracting Authority") and European Space Agency (hereinafter, "the ESA"), under the overall responsibility of the EC.

The GNSS Regulation entrusts the GSA, inter alia, with the performance of tasks relating to the implementation of the EGNOS programme, including programme management and engineering tasks. Those tasks are entrusted to the GSA by the EC by means of a delegation agreement and include programme operational activities which include systems infrastructure management, maintenance and continuous improvement of the EGNOS Infrastructure, management of the evolutions of the current EGNOS version (V2) and future evolutions of the EGNOS Infrastructure (V3), safety and certification activities, management of security accreditation, standardisation operations and provision of specific services defined.

On the basis of the delegation agreement for the Exploitation of EGNOS PROGRAMME, the GSA is launching the present procurement procedure for the EGNOS Service Provider contract, as described in the following sections of this Tender Information Package.

1.2 Context of the Tender

The EGNOS Service Provider (hereinafter the "ESP" or "the Contractor") is the organisation that shall provide the EGNOS Services and will ensure compliance with the EGNOS Services performance requirements. In particular, the responsibilities of Contractor are going to include:

¹ 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.

- (i) the provision of EGNOS Safety of Life and Open Service (EDAS service being provided by GSA to users, with the contribution of ESP), as described in the Annex I-2 TIP Descriptive Document section 6.5 (including operations, integrated logistics support, service performance and security monitoring, user services, some maintenance tasks, support to service and EGNOS Infrastructure evolutions, EGNOS releases deployment, etc.) based on EGNOS V2 infrastructure from the end of the current ESP contract, following a handover from the current contractor;
- (ii) the management of V2 to V3 transition;
- (iii) the delivery of the EGNOS services listed in (i), extended to DFMC services based on EGNOS V3 infrastructure until the end of the contract as explained in the Descriptive Document; and
- (iv) the decommissioning of the EGNOS V2 infrastructure.

Please refer to the "Descriptive Document" document for more details (Annex I-2).

In order to provide the EGNOS Safety of Life Service for aviation users the EGNOS Service Provider shall be certified according to the European Single European Sky regulations, and maintain this certificate through the duration of the Contract, as described in section 5.5.4.5 .

EGNOS Services are currently provided by the Incumbent Service Provider since 01/01/2014, under an ongoing contract with the GSA which ends by 31/12/2021 as a baseline and includes a handback phase during the last year of Incumbent Service Provider's EGNOS service provision to ensure a smooth transition to the Contractor (and to the GSA for EDAS services) and uninterrupted EGNOS Services.

Appropriate measures will be implemented in order to establish level playing field between Candidates, taking into consideration the situation of the Incumbent Service Provider as described in section 5.5.1.

The procurement of the ESP is particularly complex in a number of aspects. From a technical standpoint it will require the definition of best technical means to satisfy the need for continuity of EGNOS services provision and for adhering to key performance indicators. This will have to take into account the need to accommodate all possible developments such as the evolving nature of the EGNOS Infrastructure and of the different EGNOS System Releases that the Contractor will be required to operate throughout the duration of the Contract. These technical complexities have also an impact on the legal make-up of the project (see also section 5.4 below) and in particular, on the coordination between the EGNOS Infrastructure evolutions and the implementation of the Contract as described below. In addition, the structure of the ESP procurement will also have to take into account the programmatic requirements set forth by the GNSS Regulation, with particular reference to competitive tendering at Subcontractors' level, as further explained under section 5.5.4.3. The optimal handling of these complexities can be ensured through a procurement procedure allowing the refinement of the tender requirements through one or more rounds of dialogue with Candidates in order to develop the best technical, legal and financial solutions to achieve these procurement objectives.

1.3 Outline of the tender and procedural process

Name: GSA/CD/09/19 "EGNOS Service Provider"

Procedure: Competitive dialogue in accordance with Article 164 (1)(e) of the Financial Regulation and point 10 of Annex I to it for the procurement of services.

No lots applicable

Candidates' attention is drawn to the following disclaimers:

- The Requests to Participate (RtP) / tenders will have to fulfil the conditions of submission set out in section 7 – conditions for submission of requests to participate / tenders.
- In drawing up your RtP / tender, the general conditions applicable throughout the tendering process under section 5.5 shall be taken into consideration.
- This TIP and/or the following tender documents which will be issued by the GSA in the course of this procurement process are in no way binding on GSA. GSA's contractual relationship commences only upon signature of the Contract with the successful Tenderer.
- Subject to section 7.3 of this document, up to the point of signature, GSA may either abandon the procurement or cancel the award procedure, without Candidates or Tenderers being entitled to claim any compensation.
- The GSA reserves the right to supplement, vary, terminate or otherwise amend the tendering process, to the extent allowed under applicable procurement rules and without any liability for financial compensation of the Candidates or Tenderers.

The process will be carried out in three consecutive phases as described below.

1.3.1 Phase I: Selection Phase

In the Phase I of ESP procurement the GSA aims at selecting Candidates according to the selection criteria and participation conditions specified in the present TIP and its annexes.

These documents are aimed at providing Candidates with sufficiently detailed information on the scope and main driving requirements of the ESP for the Phase I and for the following phases of the ESP procurement process. However, specific compliance with such documents in terms of work execution (with the exception of relevant security requirements in section 5.3) will not be subject to evaluation for the purposes of the Phase I. In phase I Candidates will have to demonstrate that they possess the requisite economic and financial ability, technical and professional ability, professional honesty, solvency and reliability to sustain a continuous and successful performance of the contract according to the selection criteria stipulated below.

In Phase I, any interested economic operators may submit their RtP fulfilling all the requirements set in the CN and this TIP to the GSA. The RtP has to fulfil Candidate/Tenderer set-up requirements specified in section

5.5.4, be submitted within the deadline specified in section 1.3.4 and satisfy the conditions of submission defined in section 7 below.

Together with the RtP, a duly signed Non-Disclosure Undertaking (NDU) shall be submitted according to the requirements specified in section 5.5.2.

The evaluation committee will select the Candidates on the basis of the exclusion and selection criteria and participation conditions (section 6 below). The GSA will invite the preselected Candidates which will have met the requirements here above to Phase II. The unsuccessful Candidates will also be notified.

1.3.2 Phase II: Preliminary Proposal and Dialogue Phase

The Phase II is organised in the following main steps:

The invitation to Phase II represents the formal closure of Phase I and kick off of the Phase II of the ESP procurement process.

The invitation to Phase II will include:

- i. detailed rules of procedure for the dialogue including the organisation of relevant stages and an overview of the schedule;
- ii. detailed technical specifications of the ESP;
- iii. tender requirements for the Preliminary Proposal. A preliminary version of such requirements is provided in section 7.9 of the TIP for the purpose of facilitating the Candidates' preparation for the dialogue phase. Candidates are hereby informed that such tender requirements for the Preliminary Proposal may be adjusted/refined in the context of the invitation to the dialogue;
- iv. draft Contract;
- v. any additional documents that may be necessary.

Following the submission of Preliminary Proposals by the Candidates, and subject to the evaluation thereof as described in the present document the GSA shall open a dialogue with the Candidates having successfully passed this evaluation in order to identify and define the technical, legal and financial means best suited for the achievement of its detailed technical, contractual and financial objectives for Phase III (BAFO phase) of ESP procurement process.

Candidates are hereby informed that:

- a. The Candidates will be required to submit a first proposal for ESP (hereinafter "the Preliminary Proposal") as a first step of the dialogue phase prepared according to terms and conditions of the invitation to Phase II.
- b. The Preliminary Proposals submitted shall be evaluated for compliance with the minimum requirements specified in section 5.2 and against the award criteria specified in section 6.4.1.

Tenderers are informed that the evaluation of the Preliminary Proposal is not intended to establish the preferred offer nor any ranking between the received offers. It is only aimed at assessing the worthiness of the proposals to engage in the dialogue phase. In this perspective the Preliminary Proposals will not be evaluated financially (i.e. the criteria specified in sections 6.4.2 and 6.4.3 shall not be applied). The GSA reserves however the right to take into account the proposed prices for possible adjustments of the estimated Framework Contract ceiling. Candidates, whose Preliminary Proposal complies with the minimum requirements and reaches the thresholds defined for Preliminary Proposal evaluation in section 6.4.1 shall be invited to dialogue.

- c. The dialogue meetings will be initiated on the basis of the evaluation of the Preliminary Proposal and by taking stock of its contents.
- d. There will be at least 1-2 physical dialogue meetings organised during Phase II. The GSA reserves the right of having further dialogue meetings.
- e. Following the dialogue carried out on the basis of the Preliminary Proposal, GSA will provide to Candidates a refined set of documents, including technical management and contractual requirements. The GSA reserves the right to require Candidates to amend their Preliminary Proposals or submit Refined Proposal(s) on the basis of such updated tender documentation, requesting from the Candidates to increase the level of precision of their propositions with respect to the Preliminary Proposal. Alternatively, the GSA can decide to close the dialogue phase. In this case the refined set of documents will represent the baseline for Phase III.
- f. GSA reserves the right to include further stages in the procedure.
- g. The GSA reserves the right to discard or reduce the number of solutions discussed/proposed during Phase II by applying award criteria.
- h. If there is only one Candidate invited to Phase II, GSA may choose to proceed in the dialogue even with such single Candidate, being understood that this does not warrant or imply that any Contract will be finally awarded.
- i. On the basis of the development of the dialogue phase the GSA will declare at its own discretion the closure of the dialogue phase and launch of Phase III (described in section 1.3.3).
- j. Principles of equal treatment and non-discrimination will be strictly followed.

1.3.3 Phase III: Best and Final Offer phase and award of the Contract

After informing the Candidates participating in Phase II that the dialogue is concluded, the GSA shall invite the Candidates to submit their Best and Final Offer (hereinafter BAFO) on the basis of the final tender specifications issued by the GSA.

Candidates are hereby informed that:

- a. The BAFOs shall contain all the elements required and necessary for the performance of the ESP contract.
- b. At the request of the GSA, these tenders may be clarified, specified and optimised provided this does not involve substantial changes to the tender or to the procurement documents, and/or result into variations which could distort competition or have a discriminatory effect.
- c. The Evaluation Committee will evaluate the BAFOs on the basis of the award criteria and the award decision and rejection will be communicated to the Tenderers.
- d. The GSA may negotiate with the Tenderer having submitted the tender offering the best price-quality ratio to confirm commitments contained in the tender provided this does not have the effect of modifying substantial aspects of the tender and does not risk distorting competition or causing discrimination.
- e. The award decision is subject to standstill period lasting until 10 calendar days have elapsed from the day after the simultaneous dispatch of the rejection and award notification letters. Following the elapse of stand-still the GSA and the successful Tenderer will enter into Contract.
- f. The Contract award notice will be published in the Official Journal of European Union following the signature of the Contract.

1.3.4 Indicative Timeline

Candidates are informed that the time line indicated below is purely indicative and that GSA reserves the right to modify – extend or shorten such time line as the case may be.

<i>Phase</i>	<i>Action</i>	<i>Date</i>	<i>Applicable conditions and further comments</i>
Prior Information phase	Publication of Prior Information Notice in the Official Journal of European Union (OJ)	31/01/2019	OJ/S S22 47118-2019
Phase I Selection Phase (Request for	Submission of Contract Notice for publication in OJ	18 June 2019	

Phase	Action	Date	Applicable conditions and further comments
participation and selection of Candidates)	Request for access for Phase I documentation	12 July 2019	Procedure described in section 5.5.3 of TIP <u>The deadline is advisable</u> , the Candidates are to ensure sufficient time for preparation of their applications
	Last date for submission of requests for clarifications on Phase I to the GSA	09 August 2019	Requests to be sent in writing only to: tenders@gsa.europa.eu
	Last date of publications of clarifications	23 August 2019	All clarifications not related to information included in the TIP will be published on GSA procurement website: http://www.gsa.europa.eu/gsa/procurement All clarifications related to information included in the Annexes to the TIP will be communicated simultaneously to the Candidates, submitted request to access and LEF as per section 5.5.3
	Deadline for submission of requests to participate	30 August 2019	
	Evaluation process of Phase I	September - October 2019	Please note: <ul style="list-style-type: none"> within this time the Candidate may be requested to answer clarification questions posed by the Evaluation Committee, with short deadlines for responses;



Phase	Action	Date	Applicable conditions and further comments
			<ul style="list-style-type: none"> at the same time the NDU scrutiny procedure (section 5.5.2) will be applied.
Phase II – Dialogue Phase (Submission of Preliminary Proposals and dialogue)	Invitation to participate in Phase II (Approval of NDU and dispatch of tender documents to the preselected Candidates); Notification to unsuccessful Candidates	October 2019	
	Envisaged due diligence period	November - December 2019	As described in section 7.2 of TIP
	Deadline for reception of Preliminary Proposals	February 2020	
	Period of evaluation of Preliminary Proposals.	March - April 2020	Exact period will be confirmed in the Tender Specifications
	Dialogue rounds	April - May - June 2020	
	Possible further due diligence period	June - July 2020	



Phase	Action	Date	Applicable conditions and further comments
	<i>Invitation to submit Best And Final Offers (BAFOs)</i>	<i>July 2020</i>	
Phase III			
Best And Final Offer phase and award of the Contract	<i>Submission deadline for BAFO</i>	<i>September 2020</i>	
	<i>Evaluation and Award decision</i>	<i>October - November 2020</i>	
	<i>Post award negotiations pursuant to point 10.3 of Annex I to FR</i>	<i>November - December 2020</i>	
	<i>Signature of Contract</i>	<i>December 2020</i>	
	<i>Start of Contract (Kick-off meeting)</i>	<i>December 2020</i>	

2 Acronyms and Abbreviations

Table 1 - Abbreviations

Abbreviation	Definition
ASQF	Application Specific Qualification Facility
BAFO	Best And Final Offer
CFI	Customer Furnished Item
DFMC	Dual-Frequency Multi-Constellation
EASA	European Aviation Safety Agency
EC	European Commission
EDAS	EGNOS Data Access Service
EGNOS	European Geostationary Navigation Overlay Service
ESA	European Space Agency
ESP	EGNOS Service Provider
EU	European Union
EUCI	EU Classified Information
FWC	FrameWork Contract
GEO	GEOstationary satellite
GNSS	Global Navigation Satellite System (e.g. GPS, Galileo, GLONASS etc.)
GPS	Global Positioning System
GSA	European GNSS Agency
ICD	Interface Control Document
ISO	International Standards Organisation
KPI	Key Performance Indicator

Abbreviation	Definition
MCC	Mission Control Centre
MS	Member State
NLES	Navigation Land Earth Stations
OCC	Operation Control Centre
PA	Product Assurance
PACF	Performance Assessment and Checkout Facility
PI	Proprietary Information
PIN	Prior Information Notice
PP	Preliminary Proposal
QA	Quality Assurance
RAMS	Reliability, Availability, Maintainability, Safety
RIMS	Ranging and Integrity Monitoring Station
RtP	Request to Participate
SAL	Security Aspects Letter
SC	Specific Contract
SLA	Service Level Agreement
SOW	Statement Of Work
TIP	Tender Information Package

The above acronyms and abbreviations apply to the Annexes listed in **section 8** as well.

3 Definitions

Table 2 - Definitions

Best and Final Offer	means the proposal referred in section 1.3.3.
Candidate	means an economic operator that has sought an invitation or has been invited to take part in a restricted procedure, a competitive procedure with negotiation, a competitive dialogue, an innovation partnership, a design contest or a negotiated procedure
Commercial-Off-the-Shelf (COTS)	means software or hardware products that are ready-made and available for sale to the general public
Contract	means the Service Contract for GSA/CD/09/19 "EGNOS Service Provider" (ESP).
Contracting Authority	means the European GNSS Agency (GSA) - with the terms "Agency" and "Contracting Authority" used interchangeably throughout the document.
Contractor	means the Tenderer who has been awarded the Contract GSA/CD/09/19 "EGNOS Service Provider" (ESP).
Core Team	means the team defined in section 5.5.4.3.4.
EGNOS Assets	means all tangible and intangible assets of the EGNOS Infrastructure, property of the European Union and handed over to the EGNOS Service Provider.
EGNOS Infrastructure	means all the elements required to ensure the provision of EGNOS services that are either provided by GSA or specified by GSA.
EGNOS Product	means the elements of the EGNOS Infrastructure which are designed, developed and qualified by the EGNOS Product manufacturer. Product evolutions are delivered through ESRs.
EGNOS Services	means EGNOS Safety of Life, Open Service and EDAS, as described in the Service Definition Documents. The provision of EGNOS Safety of Life and Open Service is under the responsibility of the ESP whereas the provision of

	EDAS is under the responsibility of the GSA with ESP contribution related to operations. In other words, the provision of EGNOS Services by the ESP means the provision of SoL and OS services to EGNOS Users and the provision of EDAS services to the GSA, GSA being EDAS service provider to the corresponding EGNOS Users.
EGNOS System Release (ESR)	means new version of EGNOS Product delivered by the Product manufacturer or the Product maintainer.
EGNOS Users	means any natural or legal person which is making use of the EGNOS Services, according to the terms and conditions established in the respective published OS, SoL and EDAS Service Definition Documents.
GNSS regulation	means regulation (EC) 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.
Group	means a group as defined in section 5.5.4.3.4.
Handback Phase	means the period of time included in the last specific contract covering all the activities to prepare the Successor Service Provider to take over from the Contractor (who still remains responsible for the execution of OS and SoL services provision and operations tasks during this phase) up to effective handback.
Handover Phase	means the period of time from the framework and first specific contract signature until 31/12/2021, or other date defined by the GSA, as the case may be, corresponding to the end of Incumbent Service Provider contract with the Agency for the delivery of EGNOS Services.
Hosting Services	means the services delivered by the hosting entity on a Hosting Site. It includes but is not limited to the provision of a secured, access controlled, air conditioned indoor area (building/shelter) to host EGNOS equipment and some spares, a secured outdoor area for the installation of EGNOS antennas, the electrical power, First Line Maintenance (except for EGNOS V3 MCC and OCC sites), etc...

Hosting Sites	means the premises where EGNOS equipment are located for the purpose of their operations.
Incumbent Service Provider	means "European Satellites Service Provider SAS", the entity currently in charge for the delivery of EGNOS Services until end-2021.
Preliminary Proposal	means the proposal referred in section 1.3.2 (a).
Prime	means the entities participating in the consortium – if the Tender / RtP is submitted by a consortium – or the Tenderer/Candidate if the Tender/RtP is submitted by a single entity.
Prime Contractor	means the Prime who has been awarded the Contract GSA/CD/09/19 "EGNOS Service Provider" (ESP).
Refined Proposal	means the proposal referred in section 1.3.2 (e).
Subcontractor	means an economic operator that is proposed by a candidate or tenderer or contractor to perform part of a contract
Successor Service Provider	means the entity who has been awarded the next EGNOS Service Provider contract to take over from the ESP Contractor.
Tenderer	means pre-selected Candidate who has submitted a (Preliminary or Refined) Proposal
V2/V3 Transition Phase	means the period of time from the first V3 EGNOS System Release (V3.1) handover to ESP until the entry into service of this release.

The above definitions apply to the Annexes listed in **section 8** as well.



4 Applicable and Reference Documents

N/A

5 Terms of Reference

5.1 Reference Legal Acts

Participation to the tender and subsequent performance of the Contract to be awarded is subject to applicable legal restrictions and obligations. The applicable documents include:

- Regulation (EC) 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 (hereinafter - the GNSS Regulation);
- Regulation (EU) No 912/2010 of the European Parliament and of the Council of 22 September 2010 setting up the European GNSS Agency, as amended by Regulation (EU) No 512/2014 of the European Parliament and of the Council of 16 April 2014 setting up the European GNSS Agency (hereinafter - the GSA Regulation);
- Commission Implementing Decision (EU) 2017/1406 of 31 July 2017 determining the location of the ground-based infrastructure of the EGNOS system Council Decision 2013/488/EU on the security rules for protecting EU classified information;
- Regulation (EC) No 549/2004 of the European Parliament and of the Council of 10 March 2004 laying down the framework for the creation of the Single European Sky;
- Regulation (EC) No 550/2004 of the European Parliament and of the Council of 10 March 2004 on the provision of air navigation services in the Single European Sky;
- Regulation (EC) No 551/2004 of the European Parliament and of the Council of 10 March 2004 on the organisation and use of the airspace in the single European sky;
- Regulation (EC) No 552/2004 of the European Parliament and of the Council of 10 March 2004 on the interoperability of the European Air Traffic Management network;
- Commission Implementing Regulation (EU) No 1035/2011 of 17 October 2011 laying down common requirements for the provision of air navigation services and amending Regulations (EC) No 482/2008 and (EU) No 691/2010;
- Commission Implementing Regulation (EU) No 1034/2011 of 17 October 2011 on safety oversight in air traffic management and air navigation services and amending Regulation (EU) No 691/2010;
- Regulation (EU) 2018/1139 of the European Parliament and of the Council of 4 July 2018 on common rules in the field of civil aviation and establishing a European Union Aviation Safety Agency, and amending Regulations (EC) No 2111/2005, (EC) No 1008/2008, (EU) No 996/2010, (EU) No 376/2014 and Directives 2014/30/EU and 2014/53/EU of the European Parliament and of the Council, and repealing Regulations (EC) No 552/2004 and (EC) No 216/2008 of the European Parliament and of the Council and Council Regulation (EEC) No 3922/91;

- Commission Implementing Regulation (EU) 2017/373 of 1 March 2017 laying down common requirements for providers of air traffic management/air navigation services and other air traffic management network functions and their oversight, repealing Regulation (EC) No 482/2008, Implementing Regulations (EU) No 1034/2011, (EU) No 1035/2011 and (EU) 2016/1377 and amending Regulation (EU) No 677/2011;
- COMMISSION DECISION (EU, Euratom) 2015/444 on the security rules for protecting EU classified information of 13 March 2015;
- The European GNSS Project Security Instructions document- Version: 4.1 issued by the GNSS Security Board (GNSS SB); dated 26 September 2014 (hereinafter- the PSI).

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

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

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

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

Important note: 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, as they will be amended in the course of the procurement / Contract implementation, of any part of performance under the Contract contemplated to be awarded as a result of the current procedure.

5.2 Needs and Requirements

The high level needs and requirements for ESP are described in the Descriptive Document (Annex I-2 to TIP), which can be accessed according to the provisions under section 5.5.3 below.

Minimum Requirements

Ref. #	Minimum Requirements	Required evidence
M1	Compliance with applicable environmental, social and labour law obligations established by European Union law, national legislation, collective agreements or the applicable international social and environmental conventions listed in Annex X of Directive 2014/24/EU.	Written statement of compliance dated and signed by the Tenderer's (including consortium's) duly authorised representative.

5.3 Security Requirements

5.3.1 Security

Candidates must provide evidence of their ability to comply with the Security Aspects Letter (the SAL), as described in the PSI applicable to Contractors (applicable document to SAL), attached to TIP under Annex I-6.

Candidates are required to be able to handle European Union Classified Information (EUCI), data and/or technologies up to CONFIDENTIEL UE / EU CONFIDENTIAL level (hereinafter "Classified Information"), to perform their work under the ESP Contract except if they demonstrate that one or several members in case of consortium and/or one or more of the Subcontractors do not have the need to know and thus no need to gain access to classified information for the performance of their tasks. In such duly justified cases, GSA may approve exceptions by expressly granting waivers.

At Phase I only the SAL, without its annexes shall be made available to the Candidates. The annexes to the SAL shall be made available at Phase II, after submission of the NDU.

Evidence of the Candidate's ability to comply with SAL criteria applicable to Candidates/Contractors shall be provided in their RtP through the following means:

- a. A description of the Candidate's security organisation(s) for the management of classified information, data or technologies and evidence of LSO appointment;
- b. CV of the LSO, evidencing at least three years of experience in handling EUCI
- c. A demonstration, as appropriate, that any participant in the Candidate to whom information classified CONFIDENTIEL UE / EU CONFIDENTIAL needs to be transmitted, or which need to produce information classified Confidential, hold a national Facility Security Clearance (the FSC)² or that the procedures associated to the handling of classified information in a pre-letting phase are fulfilled or alternatively to present evidence that the Candidate has initiated the procedure for obtaining FSC (copy of the request or equivalent); The FSC shall be obtained by the Contractor not later than the expiry of the deadline for obtaining the certificate according to the European Single European Sky regulations from EASA indicated in section 5.5.4.5. Failure to obtain the certificate shall authorise the GSA to terminate the contract.
- d. Letters or equivalent evidence from the National Security Authority/Designated Security Authority³ of the Member State in which Candidates (including any participants in Candidates) are incorporated confirming fulfilment of the above requirements or acknowledging the initiation of the process for achieving compliance as appropriate and as per above requirements;
- e. to provide a signed compliance matrix with the SAL requirements.

The GSA reserves the right to further specify the requirements to be fulfilled by the Subcontractors on the basis of the PSI including the list of eligible companies and appropriate SALs/SAL matrices to be signed and provided either in the tendering phase or as a security annex to the Contract.

The Candidates will have to confirm their compliance to SAL (including to its annexes, which will be made available upon submission of NDU in Phase II) in their Preliminary Proposal. **Failure to confirm such compliance may lead to rejection of Candidate from further participation in the procurement procedure.**

5.3.2 Export Control

All deliverables under the contract shall be ITAR-free.

Candidates are required to provide a statement of full compliance of the Candidate and its Core Team members with the above requirement and the relevant national export control laws and regulations together with a description of the export control procedures and structures within the Candidate's and Core Team members' organisation in Phase I.

² The FSC is granted by the NSA/DSA of the State where the facility is situated to confirm that a facility can afford and guarantee adequate security protection of EU or national classified information to the appropriate classification level

³ In some cases and upon request from the Candidate, GSA will apply to the relevant NSA/DSA for confirmation that appropriate clearances are held

During the dialogue (Phase II) Candidates will be required to provide the same above mentioned evidence for each of their Subcontractors having to deal with information, data and technology(ies) subject of export control.

5.4 Envisaged Contractual Approach

Without prejudice to the possible outcomes of the dialogue stage and the consequent adaptations of the tender documentation, the Agency envisages at this stage to implement a single supplier Framework Service Contract (the Contract or the FWC).

The FWC shall set out the scope, the technical specifications and the Contractual terms and conditions and appropriate pricing structure for the activities and services to be delivered by the Contractor throughout the duration of the FWC.

The FWC approach responds to the Agency objectives to select a Contractor able to cope with the evolutions of the EGNOS Product.

Taking into account such evolving nature of the EGNOS Infrastructure, together with the framework specifications, the Agency will also provide to the Candidates information on the service and EGNOS Product evolution (i.e. the different ESRs and new version, described under section 6.3 of the Annex I-2 Descriptive Document) and to adjust and upgrade the operations and service provision accordingly which will be further specified in the course of the dialogue phase.

The FWC shall be implemented through specific Contracts (SCs), in line with the essential terms established at FWC level, which will be concluded following to the issuance of requests for specific contracts/work orders (WOs) by the GSA. The timing and the number of SCs will be established taking into account, inter alia, the needs coming from the status and development of the EGNOS Infrastructure. Each SC will define the scope, the technical specifications and the duration of the concerned activities, implementing and further specifying the essential terms established at framework contract level. Together with the signature of the FWC the GSA envisages to sign one or more SCs covering the service provision preparatory activities and handover of the EGNOS Infrastructure in the existing configuration at the time of signature of the FWC, the continuity of nominal operations of the infrastructure provided at the handover (V2) and the preparation of V3 initial operations. Further SCs may be issued to address the transition from EGNOS V2 to V3, the provision of EGNOS SoL and OS Services based on V3 Infrastructure, the V2 EGNOS Product decommissioning and assets disposal, the handback at the end of the FWC, and/or changes in the modalities of the service provision related to maintenance ESR implementation, service area extensions, or other changes in the status of the EGNOS Infrastructure.

An indicative sequence of the specific contracts and identification of their scope and duration is set out in section 8.1 of the Descriptive Document.

Each WO shall specify the scope of work for the relevant SC. Such scope of work shall represent the implementation and further specification of the general scope of work described at FWC level.

The draft FWC will be provided in Phase II.

5.4.1 Duration of Contract

The indicative duration of the Framework Contract is expected to be 10 (ten) years and covers:

- up to 1 year handover period,
- 7 years of nominal service provision,
- up to 2 years extension option in case of postponement for the signature of a contract with the Successor Service Provider.

5.4.2 Assignment of Contracts

The Contracting Authority is planning to assign to the winning Tenderer a number of contracts for the sake of ensuring continuity of services and effective competitive conditions for the procurement procedure.

A preliminary list and high level description of the contracts which will be assigned is provided in the Descriptive Document under Annex I-2 section 8.2.

Tenderers are assumed to undertake all responsibilities and liabilities stemming from the execution of the assigned contracts as of the date of assignment. The Agency will continue to be responsible for the execution of the contract and all the activities undertaken or events occurred until the date of assignment.

The Agency reserves the right to maintain a certain level of visibility and involvement in the execution of the assigned contracts, with particular reference to the contract for maintenance of the EGNOS V2 Product, and without prejudice to the effects at law of the assignment. Further details will be provided with the draft framework contract, part of Phase II documentation.

The GSA reserves the right to amend the list of contracts to be assigned during the course of the dialogue and as a result of its outcomes.

The attention of the Candidates is drawn on the fact that some of the assigned contracts, as described in further details in Annex I-2 Descriptive Document section 8.2 (namely Hosting Services), will have a limited duration. Unless extended by the Agency, at the expiry of the above mentioned contracts, the Contractor will be required to procure the follow on contracts in order to ensure a seamless continuity of the concerned services.

5.4.3 Envisaged allocation of risks and liability

The Contractor shall undertake the role of EGNOS SoL and OS service provider and provide operational support the GSA for the provision of EDAS services.

As such the GSA envisages implementing a scheme whereby the Contractor will undertake liabilities arising out of the provision of EGNOS SoL and OS services vis-a-vis users.

The liabilities of the Contractor towards the users are envisaged to be limited according to terms and conditions and at amounts to be further discussed during the dialogue phase. Such limitation of liability shall not apply in case of Contractor's gross negligence or wilful misconduct.

In any event the Contractor shall be expected (under the Contract) to deliver to the GSA a set of identified performance levels in relation to its service provision tasks and to fulfil any other contractual obligations set out in the Contract. In case of non-compliance of the Contractor to such performance levels specific remedies will be set out in the draft contract, including for example liquidated damages, withholding of payments, warranty obligations, Agency step in rights and termination.

Risks related to events or circumstances outside the control of the Contractor will in principle be retained at Agency level, including EGNOS V2/V3 Products design risk and the unavoidable consequences of force majeure events.

The corresponding financial exposure of the Contractor shall be guaranteed by appropriate means.

Important Note: the GSA emphasises that this section on risk/liability allocation is indicative only and remains subject to changes during the course or as a result of the dialogue phase.

5.4.4 Customer Furnished Items (CFIs)

The GSA will make available to the Contractor a set of goods and/or services, a detailed description of which will be provided in Phase II of procurement procedure.

For any of such Customer Furnished Items the GSA is envisaged to keep responsibility in relation to their availability and performances.

Further details are provided in the Descriptive Document section 10.

5.4.5 Asset management – intellectual property rights

The European Union shall be the owner of all tangible and intangible assets created or developed under the EGNOS programme⁴.

⁴ Art 6 of REGULATION (EU) No 1285/2013

To this effect, agreements shall be concluded with third parties, wherever appropriate.

To the extent that the EGNOS Infrastructure operations and/or the provision of EGNOS services or further development of the EGNOS Infrastructure will require access and use of background IPRs owned or available to the Tenderer, the GSA envisages to obtain licenses for itself and for the economic operators involved in the above mentioned activities at terms and conditions to be discussed during the dialogue phase.

The list of tangible and intangible assets owned or otherwise used by the EU at the moment is envisaged to be provided in Phase II of procurement procedure.

The present estimation is therefore only indicative and the GSA reserves the right to modify it as a result of outcome of the dialogue phase.

5.4.6 Place of performance

Please refer to Descriptive Document (Annex I-2 to TIP) for the information of place of performance of the Contract.

The place of performance of the tasks shall be the Contractor's premises, having to be located within a MS of the EU or states participating in EGNOS Programme and the premises where EGNOS assets are located or any other place indicated in the Tender Specifications of Phase II.

5.4.7 Budgetary ceiling for Contract

The **ceiling** for the entire duration of the Contract has been estimated at EUR 750,000,000.00 (seven hundred and fifty million euros) on the basis of the scope and objectives of the ESP procurement, as described in the Descriptive Document as well as on the basis of a number of preliminary assumptions as to the possible technical and legal means in order to meet such scope and objectives, including possible extensions of service area as defined in the TIP DD.

The ceiling indicated above includes the value of the contracts planned to be assigned to the Contractor and is estimated based on the assumption that the prices may be subject to annual indexation. As the negotiations on some of the contracts to be assigned are still ongoing, the estimation may be further précised upon such negotiation completion.

The above mentioned elements are subject to discussions with the Candidates in the frame of the competitive dialogue procedure.

The present estimation is therefore only indicative and the GSA reserves the right to modify it as a result of outcome of the dialogue phase.

5.4.8 Applicable law – jurisdiction

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

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

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

With regard to the Contract, the GSA is envisaging to provide an arbitration clause for the dispute pertaining to the interpretation and execution of the Contract.

5.4.9 Transfer of undertakings

Candidates are required to assess and undertake the risks possibly deriving from the applicable national law and EU/national case law concerning transfer of undertakings in relation or in connection with the succession in the EGNOS service provision between the Incumbent Service Provider and the Contractor, when different entities.

The GSA reserves the right to further discuss aspects and risks related to the applicability of the transfer undertakings applicable national and EU law and case law in the course of the dialogue.

The GSA intends furthermore to neutralise, for evaluation purposes, the possible financial impact associated to this risk.

Candidates are informed that they will be requested to address the risk and clearly identify the related envisaged financial consequences as a stand-alone amount in their financial proposal.

Appropriate contractual mechanism will be included, as the case may be, in order for the GSA to recover the funds allocated to the management of this risk, should it not materialise as a result of the award and execution of the contract.

5.5 General conditions of tender applicable throughout the tendering process

5.5.1 Establishment of fair competition conditions

Appropriate measures will be implemented in order to establish level playing field and fair competition conditions for all Candidates.

In this respect reference is made to the assignment of contracts as set out under Descriptive Document (Annex I-2), establishing equal conditions as to the relevant scope, risk allocation and financial terms, between all Candidates.

Another set of specific measures will be implemented to mitigate competitive advantages of the Incumbent Service Provider, in case it will submit a tender for the contract at stake. According to article 20 of the GNSS Regulation.

For indicative purposes only such measures include, without limitation to:

- a clear description of the activities included in the Contract;
- information about the current EGNOS Services provision;
- information about the current status of EGNOS Assets;
- a due diligence phase organised for the non-incumbents;
- possible measures to mitigate the different level of expected involvement of the Candidates in the Handover Phase as far as risks, activities and costs are concerned for the purposes of evaluation of the proposals;
- possible measures to mitigate the different impact of the certification process on Incumbent Service Provider and non-incumbent as far as schedule and costs are concerned;
- possible measures to neutralise the impact of risk of transfer of undertakings;
- specific handback measures to be implemented by the Incumbent Service Provider.

The above measures shall be further detailed at the successive phases of the procurement.

5.5.2 Confidentiality and Non-Disclosure Undertaking Procedure

The GSA and the economic operators/Candidates/Tenderers participating in the ESP procurement procedure shall treat with confidentiality any solutions, information and documents, disclosed in any form, in writing or in oral, in relation to the procurement procedure.

In particular, during the dialogue phase GSA shall ensure equality of treatment among all participants. To that end, GSA shall not provide information in a discriminatory manner which may give some participants an advantage over others. GSA shall not reveal to the other participants solutions proposed or other confidential information communicated by a Candidate or Tenderer participating in the dialogue without its agreement.

Such agreement shall not take the form of a general waiver but shall be given with reference to the intended communication of specific information

The above is without prejudice to the possibility for the GSA to make use of the information exchanged during the course of the dialogue in order to update the tender documentation. Candidates' request to participate

into the dialogue will stand for specific consent to such use by the GSA and corresponding waiver of any claim related to proprietary rights, whether in connection with intellectual property or otherwise, arising therefrom.

The economic operators/Candidates/Tenderers participating in ESP procurement procedure are obliged to follow Non-Disclosure Undertaking (NDU) procedure outlined below:

The procedure for signature of NDU will be the following:

Candidate should submit with their RtP 1 (one) duly filled in, initialled and signed original of NDU (Annex I -1to TIP) with required supporting documents requested therein.

The following restrictions apply:

Only the RtPs of economic operators who have signed and submitted the required NDU with their RtP will be accepted to the procurement procedure.

- The interested economic operators / potential Tenderers shall submit a request to access the tender documentation and individual NDUs for Prime Tenderer / each consortium member (in case of a consortium).
- Previously signed NDUs with the GSA shall not be regarded as fulfilling the NDU requirements under the present procurement procedure.
- Only after the successful submission of the NDU and the Agency acceptance of the request, the economic operators may receive the relevant Proprietary Information (PI) in Phase II. Candidates are informed that any deviation/amendment with respect to the NDU text under Annex I -1 may delay or prevent disclosure of the documentation at sole risk of the Candidate.
- PI is defined in the NDU.
- Before disclosure of Proprietary Information to their Subcontractors, the Candidates/Tenderers shall ensure that such Subcontractors:
 - Have proven need to know for the purpose of participation / supporting Tenderer's offer for the present tender
 - Are bound by provisions equally onerous to those of the NDU signed by them, and
 - Fulfil the conditions of the present TIP.

The GSA may request submission of the NDU, signed by the Subcontractors for verification.

- Documents containing PI will not be disclosed to entities that cannot claim to meet the conditions laid down in relevant conditions of section 5.5.4.1 of this document.

5.5.3 Access procedure for Phase I documentation

All potential Candidates registered compliant with the requirement of section 5.5.4.1.1 a), interested in participating in this procurement procedure and wishing to gain access to Phase I documentation (Annexes of TIP) should submit a formal request for access by email to tenders@gsa.europa.eu by the deadline specified in section 1.3.4. The request for access has to be accompanied by duly filled in (preferably in English, signed, relevant supporting documents evidencing the correctness of the information provided therein attached) Legal Entity File, which can be downloaded from the following link:

http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

The request for access has to indicate name and contact data of the person GSA should contact for delivery of documentation and in case of additional questions.

The following restrictions apply:

- The GSA reserves the right to refuse access to Phase I documentation if the conditions for access are not fulfilled.
- The delivery of Phase I documentation (unclassified) will be done by electronic means (email) only within five (5) working days from the receipt of fully compliant request for access to documents.
- The GSA reserves the right to further inquire about any request in case of doubt of eligibility for access.

5.5.4 Set-up of the Candidates/Tenderers

5.5.4.1 Participation conditions

5.5.4.1.1 In accordance with Article 18 of the GNSS Regulation, for reasons related to the protection of the essential interest of the security of the European Union and/or its Member States and to public security, the participation to this tender (including through subcontracting where such subcontracting presents a security aspect) is limited to economic operators established in European Union Member States or in States participating in the EGNOS Programme, therefore all European Member States as well as Norway and Switzerland.

Economic operators referred to above are considered established in the EU or in States participating in the EGNOS Programme when all of the following conditions are met:

- a) they are formed in accordance with the law of an EU Member State or Norway or Switzerland, and have their central administration / registered office / principal place of business in an EU Member State or Norway or Switzerland (if legal persons) or they are nationals of one of the EU Member States or Norway or Switzerland (if natural persons); and

b) their decision making centres (defined by reference to the criteria set out in Article 22(1) of Directive 2013/34/EU, also including the ultimate controlling person) comply with the conditions under sections 5.5.4.1.1 a) above; and

c) the facilities (for goods manufacturing and/or supplying of services) which Candidate would use for the execution of the Contract are located in the EU or Norway or Switzerland.

5.5.4.1.2 In exceptional circumstances related to the nature, cost or availability of specific goods and/or services, GSA may on the basis of motivated and justified waiver requests submitted in writing by economic operators, authorise participation of:

a. Prime Contractor/s which do not meet the conditions under sections 5.5.4.1.1 b) and/or 5.5.4.1.1 c) above

b. Subcontractor/s (presenting security aspects) which fail to fulfil one or more of the conditions under sections 5.5.4.1.1 above;

provided that they demonstrate the implementation of sufficient measures in order to guarantee the protection of the essential interest of the security of the European Union and its Member States or Norway or Switzerland and public security.

The request for waiver may be submitted with the application of the Candidate or anticipated and sent to the GSA (to 'tenders@gsa.europa.eu') separately in advance to the application, clearly referring in the email subject to the procurement procedure; GSA will assess, clarify (if needed) and provide a feedback to the Candidate on the acceptability of the waiver not later than the completion of the procurement phase I.

The compliance to the participation condition set in the present section shall not be demonstrated in relation to the Subcontractors introduced in the NESP contract perimeter via assignment by the GSA, nor in relation to the mandatory Subcontractors, imposed by it. The GSA shall take care about ensuring such compliance and the implementation of any measures in that respect.

5.5.4.2 Notice on the United Kingdom's withdrawal from the EU (complementing the participation conditions)

The United Kingdom submitted on 29 March 2017 the notification of its intention to withdraw from the European Union, pursuant to Article 50 of the Treaty on European Union. This means that, unless a ratified withdrawal agreement⁵ establishes another date, all Union primary and secondary law will cease to apply to

⁵ Negotiations are ongoing with the United Kingdom with a view to reaching a withdrawal agreement.

the United Kingdom from 1st November 2019⁶, 00:00h (CET) or any other date that may be established before this date ("the withdrawal date"⁷). The United Kingdom will then become a "third country"⁸.

Subject to any transitional agreement that may be contained in a possible withdrawal agreement, as of the withdrawal date, Candidates and – where they carry out activities related to the protection of essential interests of the security of the European Union or to public security, including the security of the EU Member States – also their Subcontractors, which are no longer established in the European Union as a result of the withdrawal of the United Kingdom, will no longer comply with the participating conditions as mentioned in 5.5.4.1.1. Therefore, subject to the following paragraph, those Prime Contractors and Subcontractors will no longer be in a position to carry out their activities under the contract or the subcontract, respectively.

In as far as the Candidate and/or their Subcontractors are in the situation described in the previous paragraph, Candidates shall provide in their tender adequate explanations, assurances and commitments on how they will ensure that, as from the withdrawal date, they and/or their Subcontractors will continue to comply with the participating conditions set out in Section 5.5.4.1.1. Such adequate explanations, assurances and commitments may involve substantiated requests for waivers as stated in 5.5.4.1.2, in accordance with those participating conditions. Failure by Candidates to provide such adequate explanations, assurances and commitments will lead to rejection of the proposal.

More specifically,

The proposal shall therefore contain adequate explanations, assurances and commitments on how the Candidates will ensure that, as from the withdrawal date, they and/or their Subcontractors(s) will continue to comply with those participating conditions. This is hereinafter referred to as "Mitigation Plan" and will be evaluated as an integral part of the Candidate's Proposal.

The Candidate shall note the following cases or combination of cases, if/as applicable:

1. UK Prime:

The Mitigation Plan shall contain:

a) a firm, irrevocable and unconditional commitment by the Candidate to assign the contract at the latest as from 01 November 2019 to another economic operator satisfying the participating conditions (the "Proposed Assignee"), as well as a firm, irrevocable and unconditional commitment and acceptance by the Proposed Assignee to be bound by all ITT requirements, rights and obligations; and

b) shall provide, as a minimum, the following information and documents:

⁶ An extension of the 2 years' period referred to in Article 50 (3) TUE until 31/10/2019 at the latest was agreed between the European Council and UK

⁷ Furthermore, in accordance with Article 50 (3) of the Treaty on European Union, the European Council, in agreement with the United Kingdom, may unanimously decide that the Treaties cease to apply at a later date.

⁸ A third country is a country, which is not a member state of the EU/ Norway / Switzerland.



- The Candidate shall clarify and justify how the Tenderer will continue to ensure compliance with the Security Aspect Letter after the withdrawal date;
- The Tenderer shall clarify and justify that the schedule of this activity will not be affected and shall submit relevant information supporting such statement;
- The Candidate shall confirm and justify that the implementation of the Mitigation Plan will not cause any additional cost to this activity;
- The Candidate shall provide evidence of compliance of the Proposed Assignee with the participation conditions and additionally, the Proposed Assignee shall state in a duly signed declaration its compliance to section 5.5.4.1.1 (participating conditions), if applicable;
- The Candidate shall assume full responsibility, ensure and confirm all formalities which are required for such an assignment to be legal, valid and enforceable under the applicable law it adheres to;
- The Candidate and the Proposed Assignee shall explicitly state their agreement with to assignment under conditions defined by the Contracting Authority in the draft contract.
- In order to substantiate the assignment, the Candidate is further expected to elaborate the Mitigation Plan to a full extent as an integral part of the baseline proposal, including complete technical, management and administrative, implementation, financial and contractual volumes as defined in the tender specifications.

2. UK Subcontractor (if the Subcontractor carries out activities related to the protection of the essential interests of the security of the European Union or to public security, including the security of the EU Member States):

The Candidate (Prime) shall provide a Mitigation Plan. The Candidate shall flow down:

to the Subcontractor(s) as a minimum the Mitigation Plan bullets under b) above as applicable and ensure that its Subcontractor(s) meet(s) the participating conditions as of 01 November 2019. This is without prejudice to any substantiated written waiver request that may be granted as per the applicable participating conditions (section 5.5.4.1.1).

3. UK Parent Company of Candidate/Subcontractor (if the Subcontractor carries out activities related to the protection of the essential interests of the security of the European Union or to public security, including the security of the EU Member States):

The Mitigation Plan shall contain:

a substantiated written waiver request as described in the applicable Participating Conditions (section 5.5.4.1.2).

Where applicable, the contract shall be assigned in whole or in part to the Proposed Assignee no later than the withdrawal date, to ensure that the participating conditions as stated in section 5.5.4.1.1 are met.

5.5.4.3 Subcontracting

5.5.4.3.1 General principles

- (i) Subcontracting shall not relieve the Contractor from its obligations under the Contract. In this respect, the Contractor shall remain the sole person legally and financially responsible vis-à-vis the GSA.
- (ii) When subcontracting, Candidates shall ensure the Subcontractor's compliance with the exclusion criteria under section 6.1. Attention is drawn to the **Important Note** at the end of section 6.2.3. **If the identity of the intended Subcontractor(s) is already known at the time of submitting the RfP and/or tender, Tenderer must furnish a statement guaranteeing the eligibility of the Subcontractor.**
- (iii) Third parties from which Commercial Off-the Shelf (COTS) products are procured for the purpose of this Contract shall not be considered subcontractors except for the purpose of demonstrating compliance to the requirements related to subcontracting shares under section 5.5.4.3.2, unless such COTS are used or present elements of connection with security relevant activities⁹ or they are part of the Core Team. In such latter case, the Tenderer shall have to prove the compliance of these Subcontractors to the participation condition and all other requirement set in the tender specifications, applicable to Subcontractors. The Tenderer shall present a list of such third parties / COTs product for verification by the Contracting Authority.
- (iv) Competitive tendering outside the Tenderer's Group is considered to have taken place when more than one offer from an entity outside the Group has been requested by the Candidate. When subcontracting via competitive tendering is required as per section 5.5.4.3.2 the Candidate will be responsible for organising its own competitive tender(s) aimed at finding necessary subcontracting respecting the following procurement principles:
 - Fair competition & equality of treatment
 - Transparency
 - Proportionality
 - Best value for money

⁹ COTs used merely as tools for production /processing of EUCL not contributing / having particular role in their content elaboration / processing / protection from unauthorised access shall not be considered having security implications (text editing programmes, paper, printing equipment, etc.).

- (v) The Contractor shall request the GSA's prior written authorisation to introduce any newly selected Subcontractor(s) according to Contract provisions. In case of failure to respect the undertaking of subcontracting or obtaining the said authorisation, the Contract may be terminated for Contractor's default.
- (vi) Where no subcontracting is indicated in the tender the work will be assumed to be carried out directly by the Tenderer.
- (vii) The GSA reserves the right to modify the requirements in relation to subcontracting in the course and as a result of the dialogue phase.

5.5.4.3.2 Specific requirements on the subcontracting shares

According to Article 26 (1) of the GNSS Regulation, the GSA intends to favour wide participation of various economic operators, while securing smooth and effective operations. On this basis and for the purposes of Article 26 (2) GNSS Regulation, the GSA envisages the following requirements on the subcontracting:

- (1) minimum share of subcontracting to be awarded in competitive tendering outside the Group: 15%
- (2) maximum share of subcontracting which can be implemented over the course of the Contract: 80%

The above shares shall be considered in relation to total tender price which shall be calculated based on the indicative evaluation scenario, which shall be made available to the Candidates at Phase II.

Candidates are informed that the financial aspects related to the indicative evaluation scenario above will not be considered for the purposes of evaluation of the preliminary proposal and will only be taken into account to calculate the percentages above.

For the purposes of the calculation of the shares assigned contracts and mandatory Subcontractors will not be taken into account.

Candidates shall clearly indicate in their Preliminary Proposals which tasks, and to which proportion (in %) in relation to the total price they intend to subcontract, demonstrating compliance with the above mentioned requirements. As a proof of competitive subcontracting tender(s), including thorough visibility of technical and financial offer of consulted entities outside the Group (envisaged Subcontractors), shall be provided together with the offer.

If the Candidate does not manage to complete the competitive tender(s) required by the time of Best and Final Offer submission (Phase III), it shall submit a signed undertaking presenting credible tendering plan it intends to carry out.

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

In case where the required minimum or maximum share of subcontracting as described above is envisaged not to be respected, the Tenderer **shall submit a justification providing compelling reasoning for the non-compliance with the above mentioned requirement.**

Failure to provide such justification may lead to the rejection of the tender.

Tenderers may at any time after tender submission or during contract execution be requested to submit supporting evidences of their application of competitive tendering for the selection of Subcontractors and their compliance with the principles established above. Contractors can be subject to possible auditing according to contractual provision.

Without prejudice to the above, the GSA may reject the proposed Subcontractor(s) and ask for another Subcontractor(s) to be proposed as part of the BAFO. Such rejection shall be justified in writing by the GSA and may be based only on the criteria used for selection of Tenderers for the Contract.

Pre-selected Tenderers are explicitly requested to raise to the attention of the GSA any issues they may have in fulfilling the competitive subcontracting requirement as early as possible during the tender process.

In the evaluation, particular attention will be paid by the GSA to the approach proposed by the Contractor for the management of its Subcontractors.

5.5.4.3.3 Mandatory Subcontractors

The Agency will provide a list of mandatory Subcontractors with whom the Candidates shall enter into subcontract for the purposes of delivering their offer. During the dialogue phase, the GSA reserves the right to modify the list of mandatory Subcontractors in duly justified circumstances.

Mandatory Subcontractors shall follow the general principles concerning Subcontractors, with particular reference to the Primes' liability for the activities of the mandatory Subcontractors and to the absence of contractual relationship of the GSA with mandatory Subcontractors.

5.5.4.3.4 Core Team and industrial organisation of Tenderer

The Candidate shall present its Core Team (i.e. Prime Contractor, including all consortium members, and those Subcontractors which are essential in order for the Tenderer to meet the selection criteria under section 6.2) in the RfP, including the role and responsibilities of the respective entities for the purpose of the present procurement as well as a description of the Group¹⁰ to which they belong.

¹⁰ For the purpose of this requirement the expression "group" is meant to encompass i) the entity or the group of entities acting as a tenderer, ii) the entity/entities to which the tenderer or any of the members of the group acting as tenderer is affiliated, iii) the entities affiliated to the tenderer or to any of the members of the group acting as tenderer. An entity shall be deemed affiliated to the tenderer or any of the members of the group acting as tenderer if their links fall within the scope of Article 22 of Directive 2013/34/EU, of 26 June 2013.

The Candidates shall prove that they will have at their disposal the resources necessary to the performance of the Contract by producing an undertaking on the part of every entity/Subcontractor on whose resources it relies in order to fulfil the selection criteria confirming the latter's irrevocable undertaking to make such resources available to the Tenderer in case of being awarded the contract (please refer to the important note in section 6.2.3 regarding the liability regime applicable to the Core Team members).

5.5.4.3.5 Change in the composition of Candidates/Tenderers

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

5.5.4.4 Participation of Consortia

The present procurement is organised and will be conducted according to the rules set in the Financial Regulation. According to it "The contracting authority shall not demand that a group of economic operators have a given legal form in order to submit a tender or request to participate, but the selected group may be required to adopt a given legal form after it has been awarded the contract if such change is necessary for the proper performance of the contract".¹¹

In this sense consortia¹² may submit an application 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 a single legal entity heading the project (of submission of the tender / Contract), which is the sole point of contact, and must also submit necessary relevant document(s) proving authorisation of this legal entity to (i) submit the tender, and (ii) to sign the ensuing contract and any amendment thereof in case of award on behalf of the consortium. All members of a consortium (i.e. the leader and all other members, except Subcontractors unless performing a major part of the Contract) shall be 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 6.1 and 6.2). 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 as indicated therein.

¹¹ Point 18.9 of Annex I to FR

¹² Consortium means any grouping of natural and/or legal entities jointly applying for participation in the procurement process in order to submit a tender and to perform the contract vis-à-vis the contracting authority with joint responsibility regardless of their legal structure

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 may be excluded, unless the situation is remedied without affecting the offer.

Any change in the composition of the consortium during the procurement procedure may lead to rejection of the corresponding tender, unless specifically authorised in writing by the GSA. Any change in the composition of the consortium after the signature of the Contract may lead to the termination of the Contract, unless specifically authorised in writing by the GSA.

Important Note: The attention of the Candidates is drawn to the requirement that the Contractor shall have to obtain a certificate for the provision of the EGNOS SoL Service as detailed in the section 5.5.4.5 below. Candidates are invited to critically assess these requirements and their translation to the practical arrangements they have to consider when building their organisation (consortia vs single Tenderer with Subcontractors) in order to ensure that certification process shall be successfully completed if it will be awarded the Contract, including any duty to incorporate in a given legal form as may be required for certification purposes.

5.5.4.5 Certification

In order to provide the EGNOS Safety of Life Service for aviation users the EGNOS Service Provider shall be certified according to the European Single European Sky regulations, in particular Commission Implementing Regulation (EU) 2017/373. It is therefore essential that the Candidate obtains such a certificate, from EASA, in advance of the service provision will commence. The Candidate will be required, by 15 September 2021, to be certified by EASA. The certificate shall allow for effective switch to a nominal ENOS Service Provision by the Contractor as of 31 December 2021 at the latest.

The Candidates are therefore encouraged to progress as much as possible in their application to EASA to ensure the timely completion of the certification process.

Failure to provide such certificate will endanger the handover process and put at risk the continuity of EGNOS Services, with consequent damages for the Programme.

By submitting the request to participate the Candidates acknowledge and accept the liability for such damages which will be further defined and limited to a reasonable extent, taking into account the parameter of:

- Possible bid costs reimbursed by the GSA in accordance with section 7.3.
- Possible over-cost for the GSA, in relation to the required extension of the current contract to ensure continuity of services, with respect to the costs which would have been incurred had the certification be obtained within the required deadline.

Without prejudice of the above, the Agency reserves the right to terminate the awarded contract at any time after 15 September 2021, if the Contractor cannot present or maintain the certificate required by the European Single European Sky regulations for the provision of the EGNOS SoL Services under the Contract.

The Contractor will have to maintain a fully valid certificate throughout the Contract duration.

The geographical area in which the certificate obtained from EASA is valid is limited to states that themselves apply the European Single European Sky regulations.

The EGNOS signal in space is however currently broadcasted to a larger area. During the course of the Contract it is expected that the EGNOS Safety of Life service will be extended beyond the area within the EASA responsibilities (for example into Africa).

The Contractor will be requested and shall be available to put in place any appropriate measure required to fulfil the conditions for the service provision in the extended area.

6 Assessment of Requests to Participate/Proposals

The assessment of the requests to participate/tenders will take place in three stages described below, divided between three phases (described in section 1.3 above).

6.1 Exclusion stage (in Phase I)

Exclusion criteria are specified in the standard form in Annex I-4 of this TIP.

The Candidate (all entities / consortium members involved, including Subcontractors – other than mandatory Subcontractors) will have to sign the Declaration of Honour (Annex I-4 of this TIP).

The supporting evidence requested therein shall be delivered with the RtP for the members of the Core Team and in the Preliminary Proposal in Phase II for all other entities. Failure to do so will lead to exclusion from the procurement process¹³. If a member of a consortium is subject to exclusion, the rest of the consortium may be excluded, unless a solution is agreed with the GSA, not affecting the content of the offer. If a Subcontractor is subject to exclusion, the tender may be excluded unless a solution is agreed with the GSA, not affecting the content of the offer.

6.2 Selection stage (in Phase I)

To be assessed in selection stage, the Candidates must have passed the exclusion stage described above. Candidates must fulfil, all the legal, economic and financial capacity as well as the technical, professional and security capacity requirements set to perform the tasks required in this TIP and its annexes.

The selection of Candidates will be based on the criteria listed below.

The Candidate shall provide a letter of intent (template in Annex I-8) signed by every entity/Subcontractor on whose resources it relies in order to fulfil selection criteria confirming the latter's irrevocable undertaking to make such resources available to the Candidate in case of being awarded the Contract.

¹³ The Candidates are advised to start the collecting of the supporting documents early enough, so that they have them ready on time. In case of doubts on the content of the documents required, clarifications may be obtained as per the process described in section 7.10

6.2.1 Legal aspects relating to selection stage

Ref. #	Requirement	Evidence	Applicable to
L1	<p>General requirement</p> <p>Candidates 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 VAT register.</p>	<p>Candidates (including all consortium members and any proposed Subcontractors) shall provide a duly filled in and signed legal entity form¹⁴ and the supporting documents to it, evidencing the correctness of the information provided therein.</p> <p>Where the above documents have already been submitted by the Candidate as per section 5.5.3 or in the frame of other procurement to 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 1 (one) year.</p>	<p>The Candidate / each consortium member and any proposed Subcontractors.</p>

¹⁴ According to the template available under the following link:

http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

Ref. #	Requirement	Evidence	Applicable to
L2	Participation Conditions Candidates are expected to fulfil the set-up requirements as outlined in section 5.5.4.1.	As evidenced by proof provided for under criterion L1, and by a Declaration following the template in Annex I-4 (DoH).	The Candidate / each consortium member and any proposed Subcontractors.
L3	Confidentiality requirement Tenderers shall comply with the confidentiality requirements according to the provisions of section 5.5.2.	Submission of a duly signed NDU (Annex I -1) with required evidence. The Tenderer shall guarantee in its tender that the confidentiality requirements were flown down to the Subcontractors as indicated in section 5.5.2.	The Candidate / each consortium member.

6.2.2 Financial, economic, professional and technical aspects relating to selection stage

Ref #	Requirement	Evidence	Applicable to
F1	Candidates must be in a stable financial position and have the economic and financial capacity to perform the contract.	Submitting a full copy of the Candidate's annual accounts (balance sheet, profit and loss account, notes on the accounts and auditors' remarks when applicable) and financial statement in the form provided in Annex I-5.	The Candidate and each entity member of the Core Team.

Ref #	Requirement	Evidence	Applicable to
F2	Candidate shall prove minimum general turnover of EUR 40,000,000 (forty million Euro) per year.	Submitting a statement of overall turnover 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-5).	The Candidate plus all members of Core Team cumulatively.

Important Note 1: If, for some exceptional reason which GSA considers justified, a Candidate is unable to provide one or other of the above documents, the Candidate 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 Candidate's economic and financial capacity.

Important Note 2: The Candidate may rely on third parties support in order to fulfil criterion F2 ("supporting third parties") which will make available their economic or financial standing for the purpose. If the contract is awarded to the Candidate, such third parties may be held jointly liable together with it towards the Contracting Authority as related to the liability or the Contractor born under the Contract. The liability of the supporting third parties shall be limited to the scope of their capacities made available for the purpose of the tender.

6.2.3 Technical and professional capacity criteria

Ref. #	Requirement	Evidence ¹⁵	Applicable to
T1	<p>Suitability of the Candidate to deliver the services under the Contract</p> <p>The Candidate must present its organisational structure.</p>	<p>(1) Presentation of the Candidate's internal organisational structure and Core Team (as requested in section 5.5.4);</p> <p>(2) Description of proposed distribution of work within the Candidate and its Core Team members, including other Subcontractors (as far as known at the time of the RtP);</p> <p>(3) Size¹⁶ and technical profile of each entity proposed to be involved in the Contract;</p> <p>(4) Presentation of capacity to cover the complete range of skills required for the contract it applies for (give indication of capacity of each Candidate entity proposed to be involved in key skill areas).</p>	The Candidate and its Subcontractors as a whole.

¹⁵ Please note that the Agency reserves the right to request further evidence in support of the technical & professional capacity criteria.

¹⁶ "Size" shall be understood both by the status or not of "small and medium enterprise" (SME) of the entity, as well as the number of employees.

Ref. #	Requirement	Evidence ¹⁵	Applicable to
T2	<p>Similar experience</p> <p>Candidate must have minimum 5 years of experience gained in the last 10 years in projects similar to the subject of the present procurement procedure, demonstrated through evidence of responsibilities undertaken in the provision of continuous services through the operation of multi-site integrated systems and the management of the associated infrastructure maintenance, according to a proven quality standard.</p>	<p>List and description of similar contracts performed during the last 10 years.</p> <p>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 Tenderer's permission is assumed granted unless otherwise specified in the offer.</p> <p>Professional capacity of individuals will be requested separately below.</p>	<p>The Candidate and the members of the Core Team cumulatively.</p>

Ref. #	Requirement	Evidence ¹⁵	Applicable to
T3	Management organisation capacities Candidate must have experience of minimum 3 years gained in the last 10 years in managing at least one project with at least 10 subcontracts, each of a minimum value of 100 000 EUR, where the Subcontractors are established in more than one country.	(a) a summary description of the system and services relevant to this criterion; (b) a summary description of the management organisation applied to deliver the project; (c) the list of Subcontractors the Candidate has had to manage, including a brief description of their scope of work.	The Candidate or a member of the Core Team individually.
T4	Capacity to fulfil security requirements (I) Candidate must provide evidence of their ability to comply with the security requirements set in section 5.3 of the TIPs, including the export control requirements.	As evidenced by specific, appropriate and conclusive means following section 5.3 .	The Candidate and its Subcontractors as a whole. Part of the evidences will be submitted during the dialogue (Phase II) as specified in section 5.3.
T5	Implemented quality system ISO 9001 or equivalent	Description of the quality system in place and /or certificate, quality manual.	The Candidate and each member of the Core Team.
T6	Ability to meet the certification deadline (I)	Evidence for submission of application for certification to EASA: acknowledgement of receipt of the application by EASA and a copy of the application or a certificate for EGNOS service provision.	The Candidate.

Ref. #	Requirement	Evidence ¹⁵	Applicable to
T7	Absence of professional conflicting interest that may negatively impact the performance of the Contract	Declaration of Honour (Annex I-4 of this TIP).	The Candidate / each consortium member and any proposed Subcontractors.

The following evidences for selection criteria T4 and T6 will have to be delivered at phase II:

Ref. #	Requirement	Evidence	Applicable to
T4	Capacity to fulfil security requirements (II) Candidate must provide evidence of their ability to comply with the security requirements set in section 5.3 of the TIP, including the export control requirements.	As evidenced by specific, appropriate and conclusive means following section 5.3 .	The Candidate and its subcontractors as a whole. Part of the evidences will be submitted during the dialogue (Phase II) as specified in section 5.3.
T6	Ability to meet the certification deadline (II)	Financial Estimate of EASA or justification why such is not available – to be provided with the preliminary proposal.	The Candidate.

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 Candidate must in that case prove to the GSA 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-8) ensuring that the tasks for which the support will be provided is clearly indicated therein.

6.3 Minimum requirements evaluation (in Phases II and III)

Failure to comply with the minimum requirements indicated in section 5.2 shall lead to the rejection of the tender.

6.4 Award stage (in Phases II and III)

6.4.1 Qualitative award criteria

The ESP Contract will be awarded to the Candidate offering best price-quality ratio.

The technical quality of the tender will be assessed on the basis of the tenderer's technical proposal. The maximum score is 100 points.

Preliminary Proposals which receive:

- a total Quality Score equal or higher than the minimum of 40 points, and
- a score for each of the qualitative criteria equal or higher than the minimum threshold for Preliminary Proposal as indicated in the table for this criterion

will be retained and the Candidates shall be invited for dialogue. Preliminary proposal not compliant with the above provisions will be rejected.

BAFOs which receive:

- a total Quality Score equal or higher than the minimum of 60 points, and
- a score for each of the qualitative criteria equal or higher than the minimum threshold for BAFO as indicated in the table for this criterion

will be retained and the tender shall be evaluated financially. BAFOs not compliant with the above provisions offers will be rejected.

Technical evaluation score will be drawn up on the basis of the following criteria:

No	Award Criteria		Score
Q1	Credibility and quality of the proposed approach towards the EGNOS service provision	To be evaluated by applying following weighting to the following sub criteria: a) Level and quality of justification of compliance of the proposed approach towards EGNOS service provision with the SoW and its Applicable Documents [8]	Maximum points: 25 Threshold: 8 (PP¹⁷) 15 (BAFO)

¹⁷ PP = Preliminary Proposal

		<p>b) Level and quality of justification of compliance of the proposed approach towards EGNOS service provision with SLA [8]</p> <p>c) Level and quality of justification of compliance of the proposed approach towards EGNOS service provision with contract terms [9]</p>	
Q2	Adequacy and efficiency of the proposed programme of work and risk assessment	<p>To be evaluated by applying following weighting to the sub criteria:</p> <p>a) Adequacy and efficiency of operational concept proposed for V2 and V3 and flexibility with respect to V3 transition [5]</p> <p>b) Adequacy and efficiency of the activities and schedule related to the handover [3]</p> <p>c) Adequacy and efficiency of the activities and schedule related to the handback [3]</p> <p>d) Adequacy and efficiency of the approach to maintenance and proposed interfaces with the EGNOS Product maintainers and the Customer [4]</p> <p>e) Approach to risk management including the identification of problems and risk areas and appropriate mitigation actions for the execution of the Contract [10]</p>	<p>Maximum points: 25</p> <p>Threshold: 8 (PP)</p> <p>15 (BAFO)</p>
Q3	Adequacy, suitability and efficiency of service provision management organisation, staffing and subcontracting	<p>To be evaluated by applying equal weighting to the following sub criteria:</p> <p>a) Adequacy and efficiency of the proposed management structure [5]</p> <p>b) Adequacy of the level of allocated resources, competencies and experience of the key personnel</p>	<p>Maximum points: 20</p> <p>Threshold: 6 (PP)</p> <p>12 (BAFO)</p>

		<p>assigned for the execution of the contract [5]</p> <p>c) Adequacy of the proposed procurement management organisation and processes, including distribution of tasks and management of Subcontractors [5]</p> <p>d) Adequacy of the integrated management system including safety and security management systems [5]</p>	
Q4	Quality and adequacy of the proposed certification plan	<p>To be evaluated by applying following weighting to the following sub criteria:</p> <p>a) Credibility of the certification plan for obtaining a certificate for V2 operation and the supporting documents to it (as considered suitable by Candidate) [8]</p> <p>b) Credibility of the certification plan to maintain the certification during V2 and V3 operations [7]</p>	<p>Maximum points: 15</p> <p>Threshold: 5 (PP)</p> <p>9 (BAFO)</p>
Q5	Credibility of costing and pricing	<p>Consistency, justification and traceability of the proposed cost structure with respect to the Tenderer's proposal and completeness of cost sheets, including level of details and transparency for the scope and costs of the subcontracted activities.</p>	<p>Maximum points: 15</p> <p>Threshold: 5 (PP)</p> <p>9 (BAFO)</p>
Total Qualitative Award Criteria Threshold (PP)			40
Total Qualitative Award Criteria Threshold (BAFO)			60
Maximum Total Qualitative Award Criteria score (Quality Score)			100

6.4.2 Financial award criteria (applicable to BAFO evaluation only)

Following the successful appraisal of the qualitative award criteria from Q1 to Q4, the financial offer will be opened and the tenders will be evaluated with regard to Q5 and their financial proposals, which shall be submitted in the form provided in **Phase II** of the procurement.

In order to allow for a comparison of the offers, Tenderers will be requested to submit Financial Proposal following a template to be provided in Phase II (further details are provided in **section 7.9**). The Financial Proposal shall indicate the **Total Evaluation Price** of the tender, calculated as it will be provided therein. **The method for calculation of the Total Evaluation Price shall account for the measures referred to in section 5.5.1.**

The financial score will be calculated as follows: the tender offering the cheapest **Total Evaluation Price** that is above the technical thresholds will receive 100 points. The other tenders will receive points according to the ratio between the least expensive Total Evaluation Price and their one, and then multiplied by 100, as shown in the formula below:

$$\text{Financial score} = \frac{\text{cheapest "Total Evaluation Price"}}{\text{"Total Evaluation Price" of the tender}} \cdot 100$$

GSA will associate specific weighting factors on the price of V3 operations activities to reflect the expected scenario of the V2 / V3 operational transition.

6.4.3 Calculation of final score and ranking of Tenderers

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

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

$$\text{Final Score} = \text{Quality Score} \cdot \frac{60}{100} + \text{Financial Score} \cdot \frac{40}{100}$$

A ranking list of all Tenderers will be established based on the 'score for tender' formula above. The Contract will be awarded to the Tenderer which will be ranked the highest (the best value for money).

7 Conditions of submission of Requests to Participate and BAFO

7.1 Disclaimers for suspension or revocation

This invitation to submit a request to participate 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.

Submission of RtP implies acceptance of the terms and conditions set out in the CN, TIP and its annexes.

7.2 Visits, access to assets and documents (due diligence)

Phase II and III

During the Phase II and Phase III of ESP procurement procedure a due diligence process is foreseen in order to ensure equal level of information and fair competition conditions for all Candidates.

GSA is envisaging access to assets and to documents for all the Candidates, comprising of the following:

1. Site visits for inspection (including access to deployed hardware) will be arranged by GSA for the following EGNOS V2 sites (tentative list):

- RIMS in Toulouse (France), Paris (France), Rome (Italy)
- NLES in Betzdorf (Luxembourg) for both GEO1 and GEO2 NLES hosting sites, Rambouillet (France) for GEO3
- MCC in Ciampino (Italy)
- MCC and Application Specific Qualification Facility (ASQF) in Torrejon de Ardoz (Spain)
- Performance Assessment and Checkout Facility (PACF) in Toulouse (France)

For all the above RIMS, NLES and MCC sites, envisaged V3 infrastructures may also be visited, although they should not all be complete.

The visit of EGNOS V3 Operations Coordination Centre (OCC) hosting facilities will also be organised, although its construction may not be complete.

The site visits shall take place during the due diligence period indicated in section 1.3.4 and considering that there should be a unique visit on each of the above sites for all Candidates simultaneously, escorted by GSA responsible staff.

The final site list, the visit preparation process and the time slot will be communicated in Phase II.

2. Survey of project documentation (which might be combined with inspection of sites at GSA's discretion):

- Access to the documentation (e.g. Hosting Sites Interface Control Documents, External Interfaces Control Documents, EGNOS Safety cases,...), licenses, tools;
- Access to deliverable data packages.

The GSA will specify the conditions for the due diligence in the invitation to dialogue including:

- Required notice period prior to the visit;
- Authorised timing and duration of the visit;
- Level of security clearance required;
- Level of support provided by authorised staff during the visits.

Following Contract award, due diligence procedure will be foreseen for the successful Tenderer during the handover period that will allow a smooth handover to the new ESP.

7.3 Expenses

The GSA will not be liable in respect of any expenses incurred by the Candidates in the preparation or submission of the request to participate which shall be borne by the respective Candidates exclusively.

The GSA will not be liable to pay any compensation if the request to participate is rejected and the Candidate will not be selected.

The GSA intends to reimburse certain bid costs to the Tenderers who will submit BAFO in Phase III. The GSA reserves the right to specify at later stage of procurement procedure the conditions of cost eligibility and maximum amount to be reimbursed. These conditions will be communicated to all relevant Candidates equally and transparently

7.4 Language

Although the RtPs/tenders can be drafted in any of the European Union official languages, the Candidates/Tenderers are encouraged to draft the RtPs/tenders in English- which is the GSA working language. The Contractor's staff allocated to the performance of the ESP Contract shall therefore demonstrate a very good command of English at working level.

7.5 Presentation of the Request to Participate

RtP 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 [reference number of procurement procedure]
- The [name of procurement procedure]
- The [name of the Candidate]
- The indication "Tender - Not to be opened by the internal mail service"
- The address for submission of tenders (as indicated in section 7.7)
- The date of posting (if applicable) should be legible on the outer envelop

7.6 Content of request to participate

This section contains the list of documents for the RtPs to be submitted by Candidates in order to enable the Evaluation Committee to assess their RtPs.

Please note that:

- The RtP shall constitute a precise and complete response to the TIP and shall not include lengthy non-specific information. Any additional information not strictly required as part of the present TIP, shall not be included in the RtP,
- Candidates are informed that GSA reserves the right to request additional information or proof regarding any capacity requirement from the Candidate relating to any assessment stage of this procurement procedure,
- The purpose of the Descriptive Document (Annex I-2) is to provide an indication of the potential scope and complexity of the ESP activities and responsibilities. It is against this reference point that the relevance of the Candidate's technical and managerial experience and background will be assessed,
- It is strictly required that RtP be presented in the correct format and include all documents necessary to enable the Evaluation Committee to assess them. Failure to respect these requirements will constitute a formal error and may result in the rejection of the RtP,
- One (1) signed original, three (3) copies (identical in full to the original) and one (1) electronic copy identical in full to the original (see below) of the documents listed herein shall be provided,
- The original tender must be marked "ORIGINAL", and the copies signed in the same way as the original and marked "COPY".

- In addition, both Envelope 1 and Envelope 2 shall also contain an electronic version (DVD/CD-ROM or USB key) of the full set of respective documents in machine readable format (MS Office 2003 or later, or Adobe Reader Version 8.0 or later).

The outer envelope of the RtP described in section 7.5 shall contain two (2) inner envelopes, namely, **Envelope 1** and **Envelope 2**. Content of each of the two must be as follows:

Envelope 1: "Administrative Documents and Documents Relating to Exclusion and Legal, Financial and Economic Selection Criteria"

The Envelope 1 shall include the following:

- i. The duly filled in, signed and dated "Identification sheet of the Candidate" (template in Annex I-3);
- ii. A "Cover Letter", dated and signed by the Candidate or by any other duly appointed representative, declaring acceptance of the conditions in this invitation to submit a RtP; the Candidate's undertaking to provide the services proposed in the RtP and listing all the documentation included/enclosed in the RtP; description of the Candidate showing relationship between all entities, including Subcontractors;
- iii. A statement containing the name and position of the Candidate's authorised representative/signatory and official documentary evidence proving the representative's legal authority to validly sign on behalf of the organisation (template in Annex I-7);
- iv. In case of Subcontractors, a signed and dated "Letter(s) of Intent" (template in Annex I-8);
- v. The duly filled in, signed and dated "Declaration(s) of Honour" relating to Exclusion Criteria (template in Annex I-4);
- vi. Documents proving compliance to legal aspects relating to selection stage as defined in section 6.2.1 of TIP;
- vii. The duly filled in, signed and dated Non-Disclosure Undertaking(s) as requested in section 5.5.2 with required annexes in two originals;
- viii. Financial and economic capacity documents as requested in section 6.2.2 of TIP, including duly filled in financial statements template in Annex 5.

Envelope 2: "Technical Documentation"

The Envelope 2 shall include the following:

- i. Executive Summary (maximum 5 pages) on the RtP including elaboration on role and responsibilities of ESP and a traceability matrix between the technical and professional capacity criteria as defined in section 6.2.3 and the "Technical Documentation"; Duly filled in, signed and dated compliance matrix to the requirements of SAL (Annex I-6);

- ii. Duly filled in, signed and dated Declaration of Honour evidencing the compliance to the Minimum Requirements (template in Annex I-4)
- iii. Technical request to participate, demonstrating Candidate's capacity to satisfy the technical and professional selection criteria as defined in section 6.2.3, in particular providing evidence of experience in managing complex service provision activities, distributed over several sites, and involving ground segment operations, including at least the following:
 - One chapter presenting the industrial organisation of the Candidate, describing the Candidate and those Subcontractors which are essential in order for the Candidate to be in a position to meet the selection/exclusion criteria (Core Team according to section 5.5.4.3.4), and a concise but complete description of the organisation including the role and responsibilities of the respective entities;
 - One chapter providing the evidence of the Candidate's (and Core Team members when relevant) background and experience in:
 - (1) the provision of continuous services through the operation of multi-site integrated systems and the management of the associated infrastructure maintenance, according to a proven quality standard, for a total minimum duration of 5 years during the last 10 years;
 - (2) the management of at least 10 subcontracts, each of a minimum value of 100 000 EUR, where the Subcontractors are established in more than one country minimum, for a total minimum duration of 3 years during the last 10 years;
 - One chapter providing the evidence of the Candidate's (and its Subcontractors when applicable) ability to comply with the security requirements set in section 5.3 and 6.2.3 of the TIPs, including the export control requirements;
 - One chapter providing the evidence of the Candidate's (and Core Team members) implemented quality system;
 - One chapter providing the evidence of the Candidate's ability to meet the certification deadline.

7.7 Submission

RtP sent by **post mail, express mail or commercial courier** are to be sent not later than on date indicated in section 1.3.4 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
17000 Prague
Czech Republic**

RtP delivered by hand are to be submitted not later than 17.00 o'clock on date indicated in section 1.3.4 above. In this case, a receipt must be obtained as proof of submission, signed by the reception desk officer who took delivery. 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.

THE CANDIDATE IS REQUESTED TO SEND AN EMAIL TO tenders@gsa.europa.eu DECLARING 1) THE DATE OF HANDOVER TO DELIVERY/POSTAL SERVICE; 2) THE IDENTIFICATION OF DELIVERY SERVICE USED; AND 3) THE ESTIMATED TIME OF DELIVERY TO GSA (IF KNOWN).

7.8 Period of validity of request to participate

Period of validity of the RtP, during which Candidates may not modify the terms of their requests in any respect: 24 (twenty four) months from the closing date for the reception of RtPs.

7.9 Preliminary information on content of tenders of Phase II

This section contains a preliminary list of requirements for the Preliminary Proposal, to be submitted by Candidates having been selected as a result of Phase I of the procurement process, in order to assist in the first step of the dialogue. Candidates are hereby informed that such tender requirements for the Preliminary Proposal may be adjusted/refined in the context of the invitation to the dialogue.

Candidates are therefore not expected to address these aspects in their RtP and the information is only provided to assist Candidates in preparing for the dialogue phase, taking into account schedule constraints and technical complexities related to the "EGNOS Service Provider" (ESP) procurement. The Preliminary Proposal shall constitute a precise and fully compliant response to the tender requirements and shall not include lengthy non-specific information. Any additional information not strictly required as part of the present tender requirements, shall not be included in the preliminary proposal bearing in mind that such information will be subject of specific request at the early stages of the dialogue phase.

The Preliminary Proposal must include the following:

a) Volume 0: "Cover Letter"

The Proposal Cover Letter duly signed by an authorised person, shall contain the following:

- The names, fax, phone numbers and e-mail addresses of the persons who will be responsible for the technical and contractual management of any resulting Contract and will be nominated as such in the Contract;
- The name, address, fax and phone number of the Candidate's technical and contractual person to whom any communication relating to the tender should be addressed;

- The name of the Subcontractors proposed to be part of the "Core Team";
- The cover letter shall furthermore include an explanation of the contents and layout of the Preliminary Proposal.

b) Volume 1: "Executive Summary"

The Proposal Executive Summary volume shall be 12 pages at maximum and shall describe the following:

- Tenderer presentation & experience,
- Organisation, subcontracting, management structure,
- Identifications of main requirements and contract objectives,
- Service provision and user interface approach,
- Operations & maintenance approach,
- Certification approach,
- Security approach,
- Handover, V2-V3 Transition and Handback approaches,
- Main risks and proposed mitigation actions,
- Compliance status with respect to SOW, SLA, applicable documents and Contract terms,
- Description of the proposal volumes organisation.

c) Volume 2: "Technical Implementation Proposal"

In the "Technical Implementation Proposal" the Tenderer shall demonstrate its understanding of the technical requirements, supported by a description¹⁸ of the activities to be conducted within the scope of the Contract, a justification of the main choices and an analysis of the critical points identified by the Tenderer.

The technical implementation proposal shall be complemented with the first version of a set of plans applicable to the contracted activities and provided as annexes:

- The **Handover Plan** shall describe the preparation of the Service Provision phase and the handover from the Incumbent Service Provider;
- The **EGNOS Service Provision Certification Plan** shall demonstrate the capacity of the Tenderer to obtain from EASA the certificate to provide the EGNOS Safety of Life Service for aviation users during

¹⁸ Note that these activities shall be defined in the plans provided as annexes. The description in the proposal itself shall remain high level but sufficient to demonstrate Tenderer's compliance to the requirements.

the Handover Phase within the deadline defined in section 5.5.4.5. The EGNOS Service Provision certification plan shall present the Tenderer's current state of readiness through a compliance analysis against the applicable SES regulatory requirements, and associated gap analysis identifying the remaining activities and their detailed plan and schedule (including task descriptions, deliverables, milestones and interactions with the EASA);

- The **KPI Monitoring Plan** shall describe the activities and methodology that the Tenderer will use in order to monitor the performance of the KPI defined in the SLA. The KPI monitoring plan establishes the baseline plan against which the Contract performance will be measured;
- The **Training Plan** shall describe, in accordance to the Tenderer's qualified processes and procedures, the training requirements for each position/profile and the corresponding training activities;
- A **Service Provision and Operations Management Plan** describing the Tenderer's service provision and operations activities, mainly based on:
 - A **High Level Service Provision and Operations Concept** illustrating the Tenderer "own" high-level service provision and operations concept, justifying any deviation(s) with respect to EGNOS V2 current one and utilising the provided EGNOS V2 Infrastructure to provide the services in the most efficient manner, whilst safeguarding the safety and security of the EGNOS Infrastructure;
 - A **V2 Service Provision and Operations Transition Plan** describing the transition activities necessary to i/ go from the current service provision and operations concept, ii/ obtain and maintain the EGNOS Service Provider certificate delivered by EASA according to the European Single European Sky regulations (including the associated preparation and validation activities) to their "own" service provision and operations concept;
 - A **V3 Service Provision and Operations Transition Plan** providing an initial description of the organisation that the Tenderer will put in place for EGNOS V3 Service provision and operations, demonstrating how it complies with the "EGNOS V3 Operations Concept" used to design the system and describing the transition activities necessary to i/ go from the V2 service provision and operations concept, ii/ maintain the EGNOS Service Provider certificate delivered by EASA according to the European Single European Sky regulations (including the associated preparation and validation activities) to the V3 service provision and operations concept.
- The **Maintenance Management Plan** shall identify how the Tenderer intends to structure and monitor the maintenance of the EGNOS Infrastructure, using the input documentation and in particular the "Maintenance ICDs" describing the interfaces with the EGNOS V2 and V3 Product maintainers. This plan shall define the maintenance policy (types of maintenance activities, organisation of the

maintenance levels), the maintenance organisation (actors, interfaces and responsibilities), the maintenance processes and technical activities and the associated reporting;

- The **Asset Management Plan** shall describe the way the Tenderer will manage the EGNOS Asset property of the European Union, it will have in custody;
- The **Logistic Management Plan** shall describe the Tenderer's warehousing and logistic services;
- The **Handback plan** shall detail the steps and actions to be undertaken by the Contractor in order to ensure a safe and successful EGNOS Service Provision transition during the Handback Period.

d) Volume 3 : "Management Proposal"

In the "Management Proposal" the Tenderer shall describe¹⁹ how it intends to comply with the management requirements, providing a justification of the main choices and an analysis of the critical points identified by the Tenderer.

The management proposal shall be complemented with the first version of a set of plans applicable to the contracted activities and provided as annexes:

The Management Proposal volume shall include the following:

- The **Project Management Plan**;
- The **Product Assurance & Quality Assurance Plan** including ISO 9001 Certificate (or equivalent);
- The **RAM & Safety Plan**
- The **Security Management Plan**
- The **"Risk Management Plan"** and the initial **"Risk Register"** identifying as a minimum the top 10 risks which may threaten the successful undertaking of the project exploitation and including the proposed mitigation actions;
- The **Configuration and Data Management Plan**
- The **Procurement and Subcontracting Plan** describing the industrial organisation put in place to deliver the scope of the work package(s), the Make or Buy list and the proposed Subcontractor management approach (e.g. Audit Plan, flow-down of Security requirements, Product Assurance and Safety Requirements to Subcontractors);

¹⁹ Note that these activities shall be defined in the plans provided as annexes. The description in the proposal itself shall remain high level but sufficient to demonstrate Tenderer's compliance to the requirements.

- The **Staffing Plan** including a preliminary list of key personnel and associated ESP Resource Plan.

e) Volume 4: "Financial & Contractual Proposal"

The Financial & Contractual Proposal volume shall describe the following:

- Tenderer shall present in his Preliminary Proposal the work that it intends to accomplish in order to achieve the ESP tender requirements. In particular, the Tenderer shall derive the "Work Breakdown Structure" (WBS) for the totality of the project. Furthermore, the Candidate shall present a first high level description following the scheme presented by the "Work Breakdown Structure" (WBS) of the activities to be done per phase by the "Core Team" and an outline of the complementary activities to be done by the lower levels of the industrial team;
- The list of Deliverables, including list of main WP deliverables, including hardware, software and documentation, list of CFIs or any other undertaking required from the GSA, with due dates;
- While Tenderers are welcome to propose committing prices (with associated assumptions), the financial response to the invitation to the dialogue is expected to take the form of ROM (Rough Order of Magnitude) prices. In either case, the proposed price shall not exceed the budgetary allocations given in the TIP section 5.4.7. Candidates shall further note that the price and costing credibility/justification will play a key role in the award phase;
- All pricing assumptions and/or exclusions shall be clearly identified as well as cost critical areas;
- A preliminary list of background IPR shall be provided.

f) Volume 5: "Compliances & Exceptions"

In the Compliances & Exceptions volume, Tenderers shall critically review the ESP Statement of Work (SoW), SLA, technical, security and contractual (e.g. contracts assignment) tender requirements and shall indicate, with due justifications, wherever it deems it desirable or necessary to exclude or depart from any requirement.

The Compliances & Exceptions volume shall also include Tenderers compliance statement to the "Applicable Documents".

In the proposal, Tenderers may additionally suggest options and describe proposed alternative solution(s) with clear justification and impact.

7.10 Further Information

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

Before the final date for submission of RtPs

- a) At the request of the Candidate, the Contracting authority may provide additional information solely for the purpose of clarifying the nature of the procurement procedure;
- b) 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;
- c) Requests for additional information received after deadline specified in section 1.3.4 will not be processed (for practical reasons);
- d) 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;
- e) The GSA reserves the right to request to Candidates to submit further information and documents in addition to their Request to participate, Preliminary Proposal, Intermediary Proposals and BAFO within such time and in such format as the GSA may stipulate;
- f) Any additional information including that referred to above will be published in the form of "Clarification" on the freely accessible <http://www.gsa.europa.eu/gsa/procurement> website in Phase I or, in phase II and III sent directly to Candidates respecting equal treatment principle;
- g) Economic operators are invited to consult the above-mentioned procurement page of GSA on a daily basis. The name of the requesting party will not appear on the website;

After the opening of RtPs

- h) If, after the RtPs have been opened, some clarification is required in connection with a request, or if obvious clerical errors in the submitted request must be corrected, the GSA may contact the Candidate, although such contact may not lead to any alteration of the terms of the submitted RtPs;

Information for Candidates

- i) The GSA will inform Candidates of decisions reached concerning the Phase I of the procurement procedure in due course, including the grounds for any decision;
- j) If a written request is received, the GSA will inform all rejected Candidates of the reasons for their rejection;
- k) 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.

7.11 Data protection

Any personal data that may be included in the tenders received during the present procedure 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 and Data Protection Officer:

- **Controller:** European GNSS Agency (GSA), Head EGNOS Exploitation Department, Janovskeho 438/2 170 00 Prague 7, Czech Republic, egnos.exploitation@gsa.europa.eu (please refer to the present procurement procedure in the reference line of the email)
- **Data Protection Officer:** GSA Data Protection Officer, Janovskeho 438/2 170 00 Prague 7, Czech Republic, dpo@gsa.europa.eu

Purpose of the processing:

- the management and administration of the tender procedure
- additionally and only with regard to the personal data of the awarded Tenderer(s), the preparation of the Contract

Data concerned:

- Contact information of Tenderers, e.g. name and last name of authorised representatives, email address, postal address, telephone numbers, company/agency/body and department, country of establishment, position
- Financial information of Tenderers, e.g. bank account number, IBAN and BIC codes, address of respective bank branch
- Information that may be included in CVs of experts proposed by Tenderers: name and last name of proposed experts, educational background, professional experience including details on current and past employment, technical skills and languages etc.
- Data related to criminal convictions and offences of: (1) members of the administrative, management or supervisory body of Tenderers, (2) natural persons who have powers of representation, decision or control of the Tenderer, (3) owners of the Tenderers as defined in Article 3(6) of Directive (EU) 2015/849, (4) natural persons assuming unlimited liability for the debts of the Tenderers, (5) natural persons who are essential for the award or the implementation of the Contract; such data are collected through the submission of the declaration of honour (Annex I.4)

It is specifically noted that:

- the abovementioned processing operations will not entail the processing of any special categories of personal data. If, however, a Tenderer submits such data at its own volition and without any

specific request, it is implied that the data subject has given its consent to the processing of such data.

- the provision of personal data by the Tenderers is a requirement necessary to enter into the FWC

Legal bases: Article 5(1)(a), 5(1)(c), 10(2)(a) and 11 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 the GSA through the launching of tender procedures.
- Article 5(1)(c): the processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract; the GSA processes the personal data of the Tenderers at their request (through the submission of their tenders) in order to take the necessary steps prior to enter into the contract with the awarded Tenderer(s).
- Article 11: the processing of personal data relating to criminal convictions and offences shall be carried out only when authorised by Union law; such processing, in the form of an extract from the judicial record or declaration of honour, is explicitly foreseen in the Financial Regulation²⁰ (Articles 136-140)
- Article 10(2)(a): as explained above, in case any Tenderer submits special categories of data at its own volition and without any specific request, it is implied that the data subject has given its consent to their processing

Recipients of the data processed:

- a limited number of staff of the GSA managing this tender procedure
- data processors:
 - a limited number of staff of GSA contractors assisting GSA staff in the management of this tender procedure
 - a limited number of staff of GSA contractors in charge of the provision of hosting services for the GSA's servers

²⁰ Regulation (EU, Euratom) 2018/1046

- bodies charged with a monitoring or inspection task in application of Union law (e.g. internal audits, Financial Irregularities Panel, European Anti-fraud Office – OLAF)
- members of the public: the winning entities will be announced to the public, which may also entail the announcement of the personal data of the representatives of such entities (e.g. name, last name)

Information on the retention period and storage locations of personal data:

- any information pertaining to this tender procedure shall be kept for up to 7 years following the end of the year when the contract(s) has been awarded as a result of the tender procedure; files may also have to be retained until the end of a possible audit if one started before the end of the above period;
- all collected data may be stored:
 - electronically on GSA servers with access control measures (i.e. one or two factor authentication) hosted by GSA contractors which are located in the EU and abiding by the necessary security provisions
 - physically in secure storage cupboards in the GSA HQ in Prague
 - electronically and physically on the servers/cupboards of the processors identified above (all of which are established in an EU Member State)

The data subjects' rights:

- 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 the GSA EGNOS Exploitation Department at egnos.exploitation@gsa.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 the GSA, 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 the GSA

- Only in cases where the data subjects' consent is used as the legal basis for the processing of personal data (i.e. in case they have submitted special categories of data at their own volition and without any specific request), they can withdraw their consent at any time, without affecting the lawfulness of the processing before the withdrawal

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

8 Annexes to TIP

ID	Document Title
Annex I -1	Non-disclosure undertaking
Annex I-2	Descriptive Document (high level requirements document) – [GSA-EGN-ESP2-SPE-A00230]
Annex I-3	Template identification sheet of Candidate
Annex I-4	Template declaration of honour relating to exclusion stage
Annex I-5	Template for financial statements relating to selection stage
Annex I-6	Security Aspects Letter relating to selection stage
Annex I-7	Template Power of Attorney
Annex I-8	Template Subcontractor Letter of Intent



European
Global Navigation
Satellite Systems
Agency

GSA/CD/09/19 - EGNOS Service Provider - Tender Information
Package ("TIP")

GSA-EGN-ESP2-SPE-A00243

Issue/version: 1.1

End of Document