



GSA/NP/02/19 - EGNOS GEOSTATIONARY SBAS PAYLOAD SERVICE GEO-4 - Tender Information Package ("TIP")

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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 Ref: 2019/S 040-089191 (PIN) and the Contract Notice 2019/S 174-423139 (CN), providing the Candidates with further information on the procurement procedure and elements to allow them to prepare for the EGNOS geostationary SBAS payload service (GEO-4) procurement process.

1.1 Introduction

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 "EC"), the European GNSS Agency (hereinafter "the GSA", "the Agency" or "the Contracting Authority") and European Space Agency (hereinafter, "ESA"), under the overall responsibility of EC. More details can be found in the Regulation on the implementation and exploitation of European satellite navigation systems (Galileo and EGNOS), hereinafter "the GNSS Regulation"¹.

The GNSS Regulation entrusts the GSA, inter alia, with the performance of tasks relating to the exploitation of EGNOS, including programme management tasks. Those tasks are entrusted to the GSA by EC by means of delegation agreement(s) and include the management and evolution of the space-based infrastructure, including replenishment, for which the procurement of an additional GEO SBAS payload service is mandatory to ensure a continuous EGNOS Signal-In-Space (SIS). The present TIP aims at procuring this additional GEO SBAS payload service (GEO-4).

1.2 Context of the tender

The European Geostationary Navigation Overlay Service (EGNOS), Europe's contribution to global navigation satellite systems, is currently in its service provision phase under the responsibility of the GSA. EGNOS provides an augmentation service to the Global Positioning System (GPS) Standard Positioning Service (SPS). Presently, EGNOS augments GPS using the L1 (1575.42 MHz) Coarse/Acquisition (C/A) civilian signal function by increasing the accuracy of existing GPS satellites while providing a crucial 'integrity message', informing users in the event of signal problems. The current system is known as EGNOS V2. In the future, EGNOS V3 which is under development will also augment Galileo using L5 (1176.45 MHz) frequency and will then provide dual-frequency multi-constellation (DFMC) services.

EGNOS is providing 3 services, free of charge to the users:

- The EGNOS Safety of Life (SoL) Service
- The EGNOS Open Service (OS)
- The EGNOS Data Access Service (EDAS)

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.

The details of these services are available in the respective Service Definition Documents on <http://egnosportal.eu/library/technical-documents>

EGNOS V2 operational message is currently broadcast to the users through navigation payloads on board two GEO satellites (SES-5 and Astra-5B). These payloads relay the Satellite Based Augmentation System (SBAS) signals generated on ground, allowing the users to benefit from the augmented positioning accuracy and integrity. A third GEO satellite SBAS payload on-board Inmarsat-4F2 is also available for backup.

Another EGNOS GEO Satellite SBAS payload embarked on Eutelsat E5WB will be launched in August 2019 and will be devoted to EGNOS V3 development, qualification and later on, service provision. According to the space segment roadmap and in view of the future transition to the EGNOS V3 generation, the GSA is planning for the replenishment of EGNOS SBAS payloads with the procurement of the GEO-4 services to be delivered from 2022.

The GEO-4 service provider will have the responsibility of relaying to the users EGNOS message, generated on ground by the EGNOS System, according to the GEO-4 Service Level Agreement (SLA).

For this purpose, the GEO-4 service provider will have to develop an EGNOS SBAS payload, integrate it on-board a GEO satellite, and organise the launch and positioning of the GEO on its final orbital arc allowing an EGNOS message to be broadcast over the European Civil Aviation Conference area (ECAC) area. In parallel, the GEO-4 service provider will also have to develop two redundant ground stations necessary to uplink EGNOS message to the payload and to host the EGNOS equipment which will be collocated and connected to these ground stations.

This first phase of the service contract, corresponding to the service preparation phase, is expected to last between 2 and 4 years, and will be followed by the service provision phase for an expected duration of fifteen years. Please see section 2.7.2 in this regard.

The complexities of this contract cannot be properly tackled by adopting a readily available solution and require a procurement procedure allowing the refinement of the tender specifications and the contract through one or more rounds of negotiations with Candidates.

1.3 Outline of the tender and procedural process

Name: **GSA/NP/02/19 - "EGNOS Geostationary SBAS Payload Service (GEO-4)"**

Procedure: Competitive Procedure with negotiation in accordance with Article 12(1)(b)(iii) of Annex 1 of the Financial Regulation² for the procurement of services.

No lots applicable

Candidates' attention is drawn to the following disclaimers:

- Requests to participate (RtP) / tenders must fulfil the conditions of submission set out in section 4.

² Regulation (EU, Euratom) 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

- In drawing up your RtP / tender, the general conditions applicable throughout the tendering process under section 2.8 shall be taken into consideration.
- This TIP and/or the documents which will be issued by the GSA in the course of this procurement process are in no way binding on the GSA. The GSA's contractual relationship commences only upon signature of the Contract with the successful Tenderer.
- Subject to section 4.3, up to the point of Contract signature, the 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: RtP and selection phase

In Phase I of the GEO-4 procurement, the GSA aims at selecting Candidates according to the exclusion criteria, selection criteria and participation conditions specified in the present TIP and its annexes. These documents aimed at providing Candidates with sufficiently detailed information on the scope and main driving requirements of the GEO-4 for the Phase I and for the following phases of the GEO-4 procurement process. However, specific compliance with such documents in terms of work execution (with the exception of relevant security requirements in section 2.6.1) will not be subject to evaluation for the purposes of the Phase I. In line with the confidential nature of some of the proprietary information contained in the detailed specifications of GEO-4, those documents will be included only in the invitation to Phase II upon Article 25.1 FR. The draft contract will also be made available at that time according to Article 16.1 FR.

In Phase I, any interested economic operators may submit a RtP to the GSA as long as it fulfils all the requirements set in the Contract Notice and this TIP. The RtP has to be submitted within the deadline specified in section 1.3.4 and satisfy the conditions of submission defined in section 4 below.

Together with the RtP, a duly signed Non-Disclosure Undertaking (NDU) shall be submitted according to the requirements specified in section 2.8.1.

The evaluation committee will select the Candidates on the basis of the exclusion and selection criteria and participation conditions (section 3.1 and 3.2 below).

1.3.2 Phase II: Submission of Initial Tenders and negotiations

In Phase II, the GSA will invite pre-selected Candidates to submit an Initial Tender for Phase II. In parallel, unsuccessful Candidates will be notified of the outcome of Phase I evaluation.

The invitation to Phase II will include:

- detailed technical specifications of the GEO-4;
- tender requirements for the Initial Tenders. A high level description of such requirements is provided in Annex 2 the TIP for the purpose of facilitating the Candidates' preparation for phase II.
- draft Contract;

- any additional documents that may be necessary
- The invitation to submit Initial Tenders in reply to the requirements mentioned above.

Initial Tenders will be evaluated by the Evaluation Committee on the basis of the award criteria in section 3.4 below for the purposes of: (i) selecting the best candidate in case negotiations turn out not to be needed or (ii) establishing the list of candidates with whom negotiations will be carried out.

Candidates are hereby informed that:

- a. The negotiation meetings will be initiated on the basis of the evaluation of the Initial Tender and by taking stock of its contents. No negotiation shall be held on the minimum requirements. As a result of the evaluation of the Initial Tender the Agency reserve the right not to invite Tenderers to the negotiation phase, as specified under section 3.4.1
- b. There may be more than one request for submission of an Initial Tender (i.e. Subsequent Tenders) followed by evaluation and negotiations. The GSA reserves the right to have further stages of negotiations and further iterative tendering.
- c. If there is only one Candidate invited to Phase II, GSA may choose to proceed in the negotiation even with such single Candidate, being understood that this does not warrant or imply that any Contract will be finally awarded.
- d. On the basis of the development of the negotiation phase the GSA will declare at its own discretion the closure of Phase II and launch of Phase III (described in section 1.3.3).
- e. Principles of equal treatment and non-discrimination will be strictly followed.
- f. The GSA may award a contract on the basis of the initial tender without negotiation.

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

Following the negotiation in Phase II, Tenderers will be requested to submit their Best And Final Offer (BAFO) taking into account the results of the previous Phase II.

After informing the Tenderers that Phase II is concluded, the GSA shall invite the Tenderers 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 GEO-4 contract;
- b. At the request of the GSA, these tenders may be clarified and specified 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 laid down in the Tender Specifications and the award decision and rejection will be communicated to the Tenderers.
- d. 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 may enter into Contract.
- e. 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 reflected below is **purely indicative** and that GSA reserves the right to modify – extend or shorten such time line as the case may be.

Table 1 Procurement indicative timeline

Phase	Action	Date	Applicable conditions and further comments
Prior Information Phase	Publication of Prior Information Notice in the Official Journal of European Union (OJ)	26/02/2019	Ref: OJ/S S40 89191-2019-EN
Phase I- Selection Phase Request for participation and selection of Candidates	Submission of Contract Notice for publication in OJ	02/09/2019	Ref: TBD
	Deadline for requests for clarifications	15/10/2019	Please note that contacts between the GSA and Candidates are prohibited throughout the procedure save in exceptional circumstances as described in section 4.9 below.
	Last date of publications of clarifications	22/10/2019	All clarifications will be published on GSA procurement website: http://www.gsa.europa.eu/gsa/procurement
	Deadline for submission of RtP	31/10/2019	
	Evaluation process of Phase I	November 2019	Please note that within this time the Candidate may be requested to answer clarification questions posed by the Evaluation Committee, with short deadlines for responses.
Phase II Submission of Initial Tenders and negotiations	Invitation to participate in Phase II	Mid-December 2019	Dispatch of tender documents to the pre-selected Candidates Notification to unsuccessful Candidates.
	Deadline for reception of Initial Tenders	March 2020	Deadline will be defined in the tender specifications.
	Period of evaluation of Initial Tenders and negotiations	April 2020	No minimum or maximum number of negotiation rounds.

Phase III Best And Final Offer phase and award of the Contract	Invitation to submit Best And Final Offers (BAFOs)	May 2020	
	Submission deadline for BAFO	June 2020	
	Evaluation and Award decision	Summer 2020	
	Signature of Contract	September/ October 2020	
	Start of Contract (Kick-off meeting)	October 2020	

The following figure illustrates the procurement process:

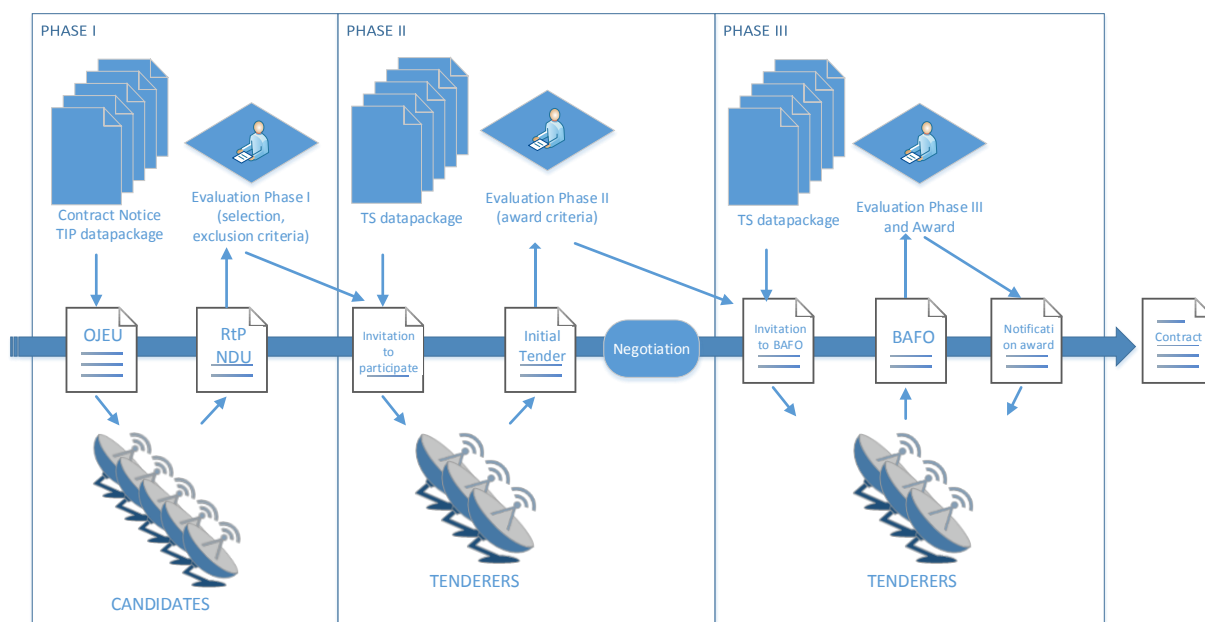


Figure 1 GEO-4 Service procurement process in 3 phases

2 Terms of reference

2.1 Reference legal acts

Participation in the procurement and subsequent performance of the Contract is subject to applicable legal restrictions and obligations, which 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**);
- Council Decision 2013/488/EU on the security rules for protecting EU classified information;
- COMMISSION DECISION 2015/444 of 13 March 2015 on security rules for protecting EU classified information ;
- The European GNSS Project Security Instructions document- Version: 4.1 issued by the GNSS Security Board (GNSS SB); dated 26.09.2014 (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) 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 (hereinafter- **the FR**);

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

- Regulation (EU) 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.

2.2 Documents to be released in Phase I

In Phase I of this procurement procedure the following documents will be available for the Candidates:

- Contract Notice
- Tender Information Package (ref: GSA-EGN-GEO-SPC-A00340) with its annexes:
 - Annex 1) Template Non-Disclosure Undertaking with its annexes
 - Annex 2) GEO-4 Service Descriptive Document (ref: GSA-EGN-GEO-SPC-A00341)
 - Annex 3) Security Aspects Letter
 - Annex 4) Template identification sheet of the Candidate
 - Annex 5) Template declaration of honour on exclusion criteria and selection criteria
 - Annex 6) Template financial statements relating to the selection stage
 - Annex 7) Template power of attorney
 - Annex 8) Template subcontractor letter of intent

2.3 Documents to be released in Phase II

In Phase II, the GSA will deliver to the pre-selected Candidates the remaining documentation including the tender specifications (including but not limited to the Statement of Work, the SLA and the detailed technical specifications), the draft Contract and the list of Applicable Documents.

2.4 Needs and high level technical requirements

The high level needs and technical requirements for EGNOS GEO-4 are described in the GEO-4 Service Descriptive document (Annex 2 to the TIP).

2.5 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.
Further minimum requirements shall be indicated in the technical specifications and the draft contract to be made available at phase II after signature of a NDU.		

2.6 Security requirements

2.6.1 Security – SAL

Candidates must provide evidence of their ability to comply with the Security Aspects Letter (the SAL) attached to TIP under Annex 3.

Candidates are required to be able to store, handle and transmit European Union Classified Information (EUCI), data and/or technologies up to RESTREINT UE/EU RESTRICTED level (hereinafter "Classified Information") in the frame of their expected participation/contribution to the EGNOS System Security Risks Analysis and to the definition of the associated Risk Treatment Plan (counter-measures identification and implementation) in the boundaries of GEO-4 services.

Candidates are required to be able to store, handle and transmit RESTREINT UE/EU RESTRICTED classified information to perform these analyses, 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.

In the frame of the Contract, candidates may be further requested to attend meetings up to CONFIDENTIEL UE/ EU CONFIDENTIAL.

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 of experience in managing the handling of EUCI (or similar) with the feasibility for the LSO to get a Personal Security Clearance (PSC) at least up to CONFIDENTIEL UE/EU CONFIDENTIAL;
- c) A demonstration, as appropriate, that any participant in the Candidate's personnel with a need to know and handle Classified Information in the framework of the Contract, hold a valid and appropriate Personal Security Clearance (PSC) (when requested by local rules) or a proof that a security screening process (e.g. background checks, criminal records) is in place at HR recruitment process level for that purpose;
- d) Letters or equivalent evidence from the National Security Authority/Designated Security Authority of the Member State in which Candidates (including any participants in Candidates) are incorporated confirming fulfilment of the above requirements as appropriate³;
- e) to provide a 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.

2.6.2 Export Control

Candidates are required to provide a statement of full compliance of the Candidate and its Core Team members with 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.

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 Phase II, Tenderers 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.

2.7 Envisaged contractual approach

The aim of this procurement is to sign one direct service contract.

2.7.1 Scope of the Contract

The scope of the Contract is as follows:

- The provision of the services of an EGNOS SBAS payload on-board a GEO satellite in the orbital arc 10W - 30.5E;
- The provision of the services of two independent Radio Frequency (RF) uplink stations located in European Union territories (plus Norway and Switzerland) for transmission of the SBAS signals from the EGNOS Navigation Land Earth Stations (NLES) to the GEO satellite EGNOS payload ;
- The hosting of the two EGNOS NLES collocated with the RF uplink stations and on-site support for maintenance activities.

More details are provided in the Descriptive Document (Annex 2 to the TIP).

2.7.2 Duration of the Contract

The indicative duration of the Contract is expected to be from 17 up to 19 years in total, which will comprise two phases:

- From 2 up to 4 years for the Service Preparation phase followed by;
- 15 years for the Service Provision phase followed by a decommissioning period of up to 6 months in which the Agency will recover the EGNOS equipment from the Contractor sites.
- Option for up to 3 year extension to be contracted in 6-months batches (assuming that GEO-4 will still be technically suitable for use)

Attention: the duration of the contract will initially be until the end of 2021, date of expiry of the multiannual financial perspective 2014-2020. Subject only to the availability of Union budget allocated to EGNOS programme, in the next Multiannual Financial Framework, the contract will be automatically renewed for its full duration.

2.7.3 Envisaged allocation of risks and liability

The Contractor shall undertake the role and responsibilities of service provider vis-a-vis the Agency only.

As such the GSA envisages implementing a scheme whereby the Contractor will undertake contractual liabilities arising out of the provision of EGNOS services vis-a-vis the Agency but not third party liabilities vis-à-vis the EGNOS users. Subject to contractor liabilities towards GSA, GSA envisaged to hold the Contractor harmless from third party claims for damage arising out of the provision, interruption or lack of Signal-in-Space. Such liability hold harmless 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.

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

Important notice: 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 negotiation phase.

2.7.4 Asset management - Intellectual property rights

The Contractor may create or develop any intellectual property rights/assets as deemed necessary for the execution of the contract. It is expected that the European Union shall not be the owner of any assets created or developed under this Contract but shall receive the service as described in the contract.

2.7.5 Price

An amount corresponding to €10,000,000 (ten million Euro) is envisaged to be committed for this Contract until the end of 2021. Subject to further funds to be allocated in the next Multiannual Financial Framework, the duration and value of the contract shall be further increased to cover the costs (as included in the contract) for the period after 2021, up to the maximum contract duration.

Interim payments are envisaged during the development phase. Pre-financing can be envisaged on the condition that a pre-financing guarantee is in place.

More details on the proposed financing arrangements will be made available at Phase II.

2.7.6 Place of performance

The place of performance of the tasks shall be the Contractor's premises.

The RF uplink stations and NLES hosting sites shall be located in European Union territories or Norway or Switzerland.

2.7.7 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, 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 any dispute pertaining to the interpretation and execution of the Contract.

2.8 General conditions of tender applicable throughout the tendering process

2.8.1 Confidentiality and Non-Disclosure Undertaking Procedure

The GSA and the economic operators/Candidates/Tenderers participating in the EGNOS GEO-4 procurement procedure shall treat with confidentiality any solutions, information and documents, disclosed in any form, in writing or orally, in relation to the procurement procedure.

The economic operators/Candidates/Tenderers participating in EGNOS GEO-4 procurement procedure **are obliged to follow the Non-Disclosure Undertaking (NDU) signature procedure outlined below.**

The NDU must be signed by **all entities involved** i.e., the prime contractor and, where relevant, all consortium members and all subcontractors. With their RtP, Candidates must submit for each involved entity one duly filled in, initialled and signed paper original of the NDU (Annex 1 to TIP) with required supporting documents requested therein.

The following restrictions apply:

Participation in the procurement procedure is contingent upon signature and submission of the NDU. Please note that:

- Previously signed NDUs/NDAs 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.
- Documents containing PI will not be disclosed to entities that cannot claim to meet the conditions laid down in relevant conditions of section 2.7.1 of this document.

2.8.2 Set-up of the Candidates/Tenderers

2.8.2.1 Participation conditions

2.8.2.1.1 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 Members 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 2.7.2.1.1a) 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.

2.8.2.1.2 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 2.8.2.1.1 b. and/or 2.8.2.1.1 c. above

b) subcontractor/s (presenting security aspects) which fail to fulfil one or more of the conditions under sections 2.8.2.1.1 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 waiver request may be submitted with the application of the Candidate for Phase I or anticipated and sent to the GSA (to tenders@gsa.europa.eu) separately in advance to the application, clearly referring in the email 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.

2.8.2.2 Notice on the United Kingdom's withdrawal from the EU (complementing the participating 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 agreement⁴ establishes another date, all Union primary and secondary law will cease to apply to the United Kingdom from 31 October 2019, 00:00h (CET ("the withdrawal date"⁵). Should the United Kingdom ratify the Withdrawal Agreement at any stage before 31 October 2019, the withdrawal shall take place on the first day of the month following the completion of the ratification procedures. The United Kingdom will then become a "third country"⁶.

⁴ Negotiations are ongoing with the United Kingdom with a view to reaching a withdrawal agreement.

⁵ 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.

⁶ A third country is a country which is not a member state of the EU.

Subject to any transitional agreement that may be contained in a possible withdrawal agreement, as of the withdrawal date, tenderers 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 section 2.8.2.1.1. 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 tenderer and/or their subcontractors are in the situation described in the previous paragraph, tenderers 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 2.8.2.1.1 Such adequate explanations, assurances and commitments may involve substantiated requests for waivers as stated in section 2.8.2.1.2, in accordance with those participating conditions. Failure by tenderers 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 tenderers 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 tenderer's proposal.

The tenderer 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 tenderer to assign the contract at the latest as from the withdrawal date 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:
 - The tenderer shall clarify and justify that the schedule of this activity will not be affected and shall submit relevant information supporting such a statement;
 - The tenderer shall clarify and justify how it will continue to ensure compliance with the Security Aspect Letter (Annex 3) after the withdrawal date;
 - The tenderer shall confirm and justify that the implementation of the Mitigation Plan will not cause any additional cost for this activity;
 - The tenderer shall provide evidence of compliance of the Proposed Assignee with the participating conditions and additionally, the Proposed Assignee shall state in a duly signed declaration its compliance to section 2.8.2.1 (participating conditions), if applicable;
 - The tenderer 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 tenderer and the Proposed Assignee will have to explicitly state their compliance to provision in the draft Contract regarding assignment (to be available at phase II).

- In order to substantiate the assignment, the tenderer 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 tenderer (Prime) shall provide a Mitigation Plan. The tenderer 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 the withdrawal date. This is without prejudice to any substantiated written waiver request that may be granted as per the applicable ITT participating conditions (section 2.8.2.1).

3. UK Parent Company of tenderer/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 ITT Participating Conditions (section 2.8.2.1).

Where applicable, the tenderer shall be assigned in whole or in part to the Proposed Assignee no later than on the withdrawal date, to ensure that the participating conditions as stated in section 2.8.2.1 are met. Such assignment will be subject to the relevant Article(s) of the Contract regarding assignment.

2.8.2.3 Subcontracting

2.8.2.3.1 General principles

1. 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.
2. When subcontracting, Candidates shall ensure the subcontractor's compliance with the exclusion criteria and participation conditions.
3. 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 2.8.2.3.2, unless such COTS are used or present elements of connection with security relevant activities⁷ 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.
4. 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.

⁷ COTs used merely as tools for production /processing of EU CI 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.).

5. Where no subcontracting is indicated in the tender the work will be assumed to be carried out directly by the Tenderer.
6. The GSA reserves the right to modify the requirements in relation to subcontracting in the course and as a result of the negotiation phase.

2.8.2.3.2 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: 90%

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

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 2.8.2.3.2 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

Tenderers shall clearly indicate in their Initial Tenders 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 tender.

If the Tenderer 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.

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.

2.8.2.4 Core Team and Industrial Organisation of Candidate

Candidates are required to present their Core Team (i.e. prime contractor, including, where relevant, all consortium members, and those subcontractors which are essential in order for the Candidate to meet the selection criteria under section 3.2) in the RtP, including the role and responsibilities of the respective entities for the purpose of the GEO-4 procurement as well as a description of the Group to which they belong⁸.

Candidates shall prove that they will have at their disposal the resources necessary for performance of the Contract by providing Annex 8 (Letter of Intent) on the part of every entity 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 Candidate in case of being awarded the Contract.

2.8.2.5 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 after the conclusion of Phase 1 of the GEO-4 procurement process, unless specifically authorised by GSA in writing.

2.8.2.6 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"⁹.

In this sense consortia¹⁰ 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.

⁸ 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.

⁹ Point 18.9 of Annex I to FR

¹⁰ 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

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 3.2.1 and 3.2.2). 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.

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.

3 Assessment of the RtP

The assessment of the RtP will take place in three stages described below, divided between three phases.

3.1 Exclusion stage (in Phase I)

Exclusion criteria are specified in the standard form in Annex 5 of this TIP.

The Candidate (all entities: Core Team members and all subcontractors) must sign the Declaration of Honour (Annex 5). Failure to do so will lead to exclusion from the procurement process. If a member of a consortium or 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.

The supporting evidence requested in the Declaration of Honour shall be delivered with the RtP for the members of the Core Team and in the Initial Tender in Phase II for all other entities. Failure to do so will lead to exclusion from the procurement process¹¹.

The contracting authority shall not award a contract for a given procurement procedure to an economic operator who:

- (a) is in any of the exclusion situations listed in Annex 5;
- (b) has misrepresented the information required as a condition for participating in the procedure or has failed to supply that information;
- (c) was previously involved in the preparation of procurement documents where this entails a distortion of competition that cannot be remedied otherwise.

¹¹ 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 4.8

3.2 Selection stage (in Phase I)

To be assessed as part of the selection stage, Candidates must have passed the exclusion stage described above.

Candidates must fulfil all the legal, security, technical, professional, financial and economic requirements set to perform the tasks required in this TIP and its annexes and shall sign the declaration to this effect in Annex 5 of this TIP.

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

The Candidate shall provide a letter of intent (template in Annex 8) signed by every member of the Candidate's Core Team, confirming their irrevocable undertaking to make such resources available to the Candidate in case of being awarded the Contract.

3.2.1 Legal aspects relating to selection stage

#	Criteria description	Evidence to be submitted
L.1	<p><u>Legal entity authorisation requirement</u></p> <ul style="list-style-type: none"> • Every member of the Candidate's Core Team is asked to prove that they are authorised to perform the Contract under their national law. • Every subcontractor which is not part of the Core Team but where the envisaged percentage of subcontracting is equal to or exceeds 10% is asked to prove that they are authorised to perform the Contract under their national law. 	<ul style="list-style-type: none"> • Legal Entity File (template available at: http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm)¹² and • Extract of the inclusion in a trade or professional register, or certificate, membership of a specific organisation AND express authorisation or entry in the VAT register.
L.2	<p><u>Confidentiality requirement</u></p> <p>All entities (Core Team and all non Core Team subcontractors) shall comply with the confidentiality requirements.</p>	<ul style="list-style-type: none"> • Submission of a duly signed NDU. • Submission of the evidence required therein.
L.3	<p><u>Participation conditions requirement</u></p>	<ul style="list-style-type: none"> • Same evidence as submitted under L1

¹² Where a candidate has already signed another contract with GSA, he 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 his legal status occurred in the meantime or the legal entity file/its supporting documents are older than one year.

	<p>All entities (Core Team and all non Core Team subcontractors) are expected to fulfil the participation conditions as outlined in section 2.8.2.1</p>	<ul style="list-style-type: none"> • DoH (Annex 5) and any supporting documents requested therein to demonstrate compliance to the participation condition • Any other evidence necessary to confirm that the decision making centre (including the ultimate controlling person) complies with the participation conditions. <p>In case of request of a waiver, all necessary evidence to demonstrate the implementation of sufficient measures to guarantee the protection of the essential interest of the security of the European Union.</p>
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3.2.2 Security aspects relating to selection stage

#	Criterion description	Evidence to be submitted
<u>S.1</u>	<p>All entities (Core Team and all non-Core Team subcontractors) must comply with the security requirements set in section 2.6.1 of TIP.</p> <p>In case the Candidate justifies that one (or more) entity does not have the need to know and thus no need to gain access to classified information for the performance of their tasks, it shall request to be granted a waiver for such entity.</p>	<ul style="list-style-type: none"> • A description of the Candidate's security organisation(s) for the management of classified information, data or technologies and evidence of LSO appointment; • CV of the LSO (Prime contractor only), evidencing of experience in managing the handling of EUCI (or similar) with the feasibility for the LSO to get a Personal Security Clearance (PSC) at least up to CONFIDENTIEL UE/EU CONFIDENTIAL; • A demonstration that any participant in the Candidate's personnel with a need to know and handle Classified Information in the framework of the Contract, hold a valid and appropriate Personal Security Clearance (PSC) (when requested by local rules) or a proof that a security screening process (e.g. background checks, criminal records) is in place at HR recruitment process level for that purpose; • Letters or equivalent evidence from the National Security Authority/Designated Security Authority of the Member State in which all entities are incorporated confirming fulfilment of the above requirements as appropriate;

		<ul style="list-style-type: none"> • A compliance matrix with the SAL requirements, one per entity involved (Core Team and all non-Core Team subcontractors). •
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3.2.3 Technical, professional, financial and economic capacity

The information submitted in the RfP will be evaluated against the following selection criteria.

#	Criteria description	Evidence to be submitted
T.1	<p><u>Suitability to deliver the services under the Contract</u></p> <p>The Candidate must be capable of performing the Contract. Candidates must demonstrate this by reference to:</p> <p>(a) The Candidate's relationship with possible subcontractors;</p> <p>(b) The Candidate's proposed distribution of work, both internally within the Core Team and with subcontractors;</p> <p>(c) The size¹³ and technical profile of all entities of the Candidate;</p> <p>(d) The Candidate's capacity to cover the complete range of skills required to perform the work (indicating the capacity of each entity of Candidate in key skill areas);</p> <p>(e) The Candidate's capacity (including through subcontracting) to host two NLES and RF uplink stations located in an EU Member State or Switzerland or Norway.</p>	<p>a) Subcontractors' letters of intent.</p> <p>b) Description of the intended distribution (in terms of scope of activities and percentage of total work)</p> <p>c) If not included in the evidences submitted under L1, generic description of each entity</p> <p>d) Description of technical facilities, infrastructure, key people skills and previous projects of each entity</p> <p>e) confirmation of the status of the intended location (ownership or lease of the ground).</p>
T.2	<p><u>Technical and professional capacity</u></p> <p>The Candidate must demonstrate the following professional experience within the past 10 years:</p> <p>(a) Experience in satellites procurement;</p>	

¹³ "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.

	<p>(b) Significant experience in ground stations procurement, integration and operation;</p> <p>(c) Significant experience in, and knowledge of, satellite telecommunication infrastructure and services in a service provision environment which is comparable in scope to the GEO-4 service provision;</p> <p>(d) Experience in geostationary satellites operation and performance monitoring and management under a Key Performance Indicators regime, as well as proven successful performance thereunder;</p> <p>(e) Experience in international project management.</p> <p>The Candidate must not have conflicting interests which may negatively affect the performance of the contract.</p>	<p>(a) Description of Candidate's experience in satellites procurement;</p> <p>(b) Description of Candidate's experience in ground stations procurement, integration and operation;</p> <p>(c) Description of Candidate's experience in, and knowledge of, satellite telecommunication infrastructure and services in a service provision environment which is comparable in scope to the GEO-4 service provision;</p> <p>(d) Description of Candidate's experience in geostationary satellites operation and performance monitoring and management under a Key Performance Indicators regime, as well as proven successful performance thereunder;</p> <p>(e) Description of Candidate's experience in international project management.</p>
T.3	<p><u>Financial and economic capacity</u></p> <p>The Candidate shall have the following economic and financial capacity, viability and stability to meet their financial obligations under the GEO-4 service Contract:</p> <p>a) Shall be in a stable financial position (i.e meet the requirements set in Annex 6)</p> <p>b) Average annual overall turnover shall be for the last three years of at least €30,000,000 (thirty million euro);</p> <p>c) Average annual turnover specific to the relevant services shall be for the last three years of at least €15,000,000 (fifteen million euro).</p> <p>Letter (a) applies individually to the core team members contributing to the fulfilment of criteria under letters (b) and (c)</p> <p>Letters (b) and (c) apply to the Candidate cumulatively</p>	<ul style="list-style-type: none"> • Duly filled-in and signed financial statements form (Annex 6) • Annual accounts (balance sheet, profit and loss account, notes on the accounts and auditors' remarks when applicable) of the <u>last three years</u>, as approved and, where applicable, audited and/or published. • A statement of (i) overall turnover and (ii) turnover related to the relevant services for the last <u>three financial years</u>; • Appropriate statements from banks or evidence of professional risk indemnity insurance, for legal entities facing the impossibility to fully present evidence under the first point above.

		<p>If, for some exceptional reason which the Contracting Authority considers justified, a Candidate is unable to provide one or other of the above documents, it may prove its economic and financial capacity, viability and stability by any other document which the Contracting Authority considers appropriate. In any case, the Contracting authority must be notified of the exceptional reason and provided with justification in the RtP. The Contracting Authority reserves the right to request any other document enabling it to verify the Candidate's economic and financial capacity, viability and stability.</p> <p>The Candidate may rely on third parties support in order to fulfil criterion T3 ("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.</p>
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3.3 Minimum requirements evaluation (in Phases II and III)

Failure to comply with the minimum requirements indicated in section 2.5 (as complemented in Phase II) shall lead to the rejection of the tender.

3.4 Award stage (in Phases II and III)

Tenders will be assessed against the award criteria in Phases II and III. The award will take place in Phase III.

3.4.1 Qualitative Award Criteria

In the first step, the technical quality of the Initial Tender will be assessed on the basis of the Tenderer's technical and financial proposals.

Tenderers are recommended to elaborate on all points addressed by the Tender Specifications in order to score as many points as possible. The mere repetition of the requirements set out in the Tender Specifications, without going into details or without giving any added value, will only result in a very low score. In addition, if certain essential points of the Tender Specifications are not expressly covered by the Initial Tender, the Agency may decide to give a zero mark for the relevant qualitative award criteria.

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

Qualitative evaluation will be done in the following steps:

1. Initial Tenders 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 Initial Tenders as indicated in the table for this criterion

will be retained and the Tenderer shall be invited for negotiations. Initial Tenders not compliant with the above provisions will be rejected.

2. Following the negotiations, the Agency may either decide to directly proceed with the invitation for BAFO of all the Initial Tenders having been retained **or** request the submission of a Subsequent Tender which shall be subject to evaluation (and possibly further negotiations). Subsequent Tenders 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 for BAFO. Subsequent Tenders not compliant with the above provisions will be rejected.

3. 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 complaint with the above provisions offers will be rejected.

#	Award Criteria	Number of Points
Q1	Adequacy, appropriateness and completeness of the technical solution in relation to the GEO-4 services contribution to the EGNOS programme	Maximum points: 40
	a) Completeness and adequacy of the proposed design and development approach	<i>Minimum passing points IT: 16</i>
	b) Compliance, and justification of compliance, with Statement of Work, Technical Specifications and the Applicable Documents.	



	c) Compliance, and justification of compliance, with the Security Requirements	<i>Minimum passing points ST and BAFO: 24</i>
	d) Credibility of the KPI Monitoring Plan	
	e) Soundness of the technical proposal, completeness, level of detail, conciseness and relevance of information provided	
Q2	Adequacy and suitability of the proposed programme of work; adequacy of the engineering approach; risk assessment and security management	Maximum points: 25 <i>Minimum passing points IT: 10</i> <i>Minimum passing points ST and BAFO: 15</i>
	a) Suitability and credibility of the proposed work programme and schedule including development interdependencies and required OSD date	
	b) Approach to risk demonstrated through identification of problem and risk areas and appropriate mitigation actions for the execution of the Contract	
	c) Completeness and adequacy of the proposed security measures with respect to the security requirements	
Q3	Adequacy of management; adequacy of procurement plan	Maximum points: 10 <i>Minimum passing points IT: 4</i> <i>Minimum passing points ST and BAFO: 6</i>
	a) Adequacy and efficiency of the proposed management structure and processes, including management of subcontractors	
	b) Appropriateness and composition of the team, including key personnel, with regard to the proposed solution	
Q4	Credibility of costing	Maximum points: 10 <i>Minimum passing points IT: 4</i> <i>Minimum passing points ST and BAFO: 6</i>
	a) Consistency, justification and traceability of the proposed cost structure with respect to the technical and management proposal	
	b) Completeness of the cost sheets	
Q5	Level and justification of compliance to the draft contract provisions and risk allocation	Maximum points: 15 <i>Minimum passing points IT: 6</i> <i>Minimum passing points ST and BAFO: 9</i>

The provisions hereabove related to BAFO shall apply also to the Initial Tender should the Agency, on the basis of their content, decide not to open the negotiation phase, in accordance with section 1.3.2.

3.4.2 Financial Award Criteria

Financial award criteria will be applied on for BAFO tenders. Initial and Subsequent tender will only be evaluated against qualitative award criteria.

BAFO tenders having passed the threshold of the qualitative evaluation will be evaluated with regard to the price. Tenderers are invited to submit a financial offer corresponding to their proposal. The financial offer will be considered as the price of the offer.

The calculation and presentation of the price of the offer will have to respect the requirements that will be set out on the Tender Specifications sent to Tenderers in Phase II.

The financial score will be calculated as follows: the tender offering the cheapest 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 Price and their one, and then multiplied by 100, as shown in the formula below:

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

Where:

X is any offer

Price is baseline price (the sum of the payment plan) plus option for 1-year extension of the service

3.4.3 Calculation of final value for money 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:

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

After evaluation of Tenderers' BAFO on the basis of the technical and financial award criteria laid down in these Tender Specifications, a ranking list of all tenders which have passed the minimum quality thresholds of the award criteria will be established by the Evaluation Committee based on the Final Formula above. The Contract will be awarded to the Tenderer which will be ranked the highest (the best value for money).

4 Conditions of submission of RtP and tenders

4.1 Disclaimers for suspension or revocation

This invitation to submit a RtP 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 a RtP implies acceptance of the terms and conditions set out in the PIN, CN, TIP and its annexes.

4.2 Visits to premises or briefing

Visits to GSA's or EGNOS premises (e.g. sites such as RIMS, NLES) or briefings during Phase I of the tendering process are not foreseen.

4.3 Expenses

The GSA will not be liable in respect of any expenses incurred by the Candidates in the preparation or submission of the RtP, their Initial Tender nor their BAFO, which shall be borne by the respective Candidates exclusively.

The GSA will not be liable to pay any compensation if the RtP, Initial Tender or BAFO is rejected and the Candidate/Tenderer is not selected.

4.4 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 GEO 4 Contract shall therefore demonstrate a very good command of English at working level.

4.5 Presentation of the RtP

RtP must be submitted in accordance with the double envelope system.

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

- Reference number of procurement procedure: "GSA/NP/02/19"
- Name of procurement procedure: EGNOS GEOSTATIONARY SBAS PAYLOAD SERVICE - GEO-4
- 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 4.7*)
- The date of posting (*if applicable*) should be legible on the outer envelope

4.6 Content of the RtP

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

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 2) is to provide an indication of the potential scope and complexity of the GEO-4 activities and responsibilities. It is against this reference point that the relevance of the Candidate's technical capacity 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 it. Failure to respect these requirements will constitute a formal error and may result in the rejection of the RtP.
- **One (1) signed original and one (1) electronic copy (identical in full to the original)** of the documents listed herein shall be provided.
- The electronic copy (CD-ROM or USB key) with the full set of respective documents shall be delivered in MS Office 2003 or later, or Adobe Reader Version 8.0 or later format.

The outer envelope of the RtP described in section 4.5 shall contain **two (2) inner envelopes, namely, Envelope 1 and Envelope 2.** The content of each of the two must be as follows:

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

The Envelope 1 shall include the following:

- i. A "Cover Letter", dated and signed by the duly authorised representative of the Candidate, declaring (i) acceptance of the conditions in this invitation to submit a RtP; (ii) the Candidate's undertaking to provide the services proposed in the RtP and (iii) listing all the documentation included/enclosed in the RtP; (iv) description of the Candidate showing relationship between all entities, including subcontractors;
- ii. The duly filled in, signed and dated "Identification sheet of the Candidate" ¹⁴ (template in Annex 4);

¹⁴ Every member of the Candidate's Core Team and all subcontractors

- iii. A statement containing the name and position of the Candidate's authorised representative(s)/signatory(ies) and official documentary evidence¹⁵ proving the representative's legal authority to validly sign on behalf of the organisation. For the avoidance of doubt, in case not all documents are signed by the same authorised representative, evidence proving the authority of each representative shall be submitted;
- iv. In case of consortia, a duly filled in and signed Power of Attorney (template in Annex 7);
- v. In case of Core Team, a signed and dated "Letter(s) of Intent" (template in Annex 8);
- vi. The duly filled in, signed and dated "Declaration(s) of Honour"¹⁶ relating to Exclusion and selection Criteria (template in Annex 5);
- vii. Documents proving compliance to legal aspects relating to selection stage as defined in section 3.2.1;
- viii. The duly filled in, signed and dated Non-Disclosure Undertaking(s)¹⁷ as requested in section 2.8.1 with required annexes in one original;
- ix. Financial and economic capacity documents as requested in section 3.2.3, including duly filled in financial statements template in Annex 6.
- x. A statement containing the share of subcontracting, including subcontracting by competitive tendering, intended as well as the scope of the subcontracted activities.

b) Envelope 2: "Technical Documentation"

The Envelope 2 shall include the following:

- i. Technical RtP, demonstrating Candidate's capacity to satisfy the suitability requirements and technical and professional selection criteria (section 3.2.3), including at least the following:
 - Executive Summary (maximum 7 pages) of the technical RtP, including elaboration on role and responsibilities of GEO-4 service provider;
 - One chapter presenting the industrial organisation of the Candidate, describing the Candidate and the Core Team members (where relevant), 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 experience as required by the technical and professional selection criteria (section 3.2.2).
- ii. Documents proving fulfilment of security related selection criteria as requested in section 3.2.2 of the TIP, including the duly filled in, signed and dated compliance matrix to the SAL¹⁸ (template in Annex 3);
- iii. Evidence of compliance to the Export control requirements as requested in section 2.6.2.

c) Recapitulative table

¹⁵ Such official evidence may be decision of nomination by administration board, extract of commercial register highlighting the name of the legal representative, official delegation of powers,

¹⁶ Every member of the Candidate's Core Team and all subcontractors above 10% of the Total Value of the Contract

¹⁷ Two per entity (Core Team and non-Core Team) participating to the Candidate

¹⁸ One per entity (Core Team and non-Core Team) participating to the Candidate unless a waiver is requested

Document concerned	Submitted by Prime only	Submitted by all Core Team members (including prime and subcontractors)	Submitted by non-Core Team subcontractors above 10% of the contract value	Submitted by non-Core Team subcontractors below 10% of the contract value
Cover letter	X			
Identification sheet of the Candidate (Annex 4)		X	X	X
List of authorised representative(s)/ signatory(ies) and related evidence	X			
Power of attorney (only applicable in case of consortia - Annex 7)		X		
Letter of intent (Annex 8)		X	X	X
Non-Disclosure Undertaking (Annex 1) and related evidence		X	X	X
Declaration of honour on exclusion criteria and selection criteria (Annex 5)		X	X	X
Compliance matrix to Security Aspects Letter		X	X	X
CV of LSO and other evidence of compliance to security requirement	X			
Evidence of compliance to the Export control requirements		X		
Compliance to Financial and economic capacity (including financial statements relating to selection stage -Annex 6)		X (depending on the entity/ies used to fulfil the selection criteria)		
Legal Entity File and related evidence		X	X	X
Evidence of compliance to the participation conditions		X	X	X

Compliance to suitability requirements		X		
Compliance to Technical and professional capacity		X		
Share of intended subcontracting	X			

4.7 Submission

RtP sent by mail or commercial courier are to be sent not later than **the 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 hand delivered are to be delivered 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 and dated by the official in the GSA's reception who took delivery. The department is open from 08.00 to 17.00 Monday to Friday. 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 HAND-OVER TO DELIVERY/POSTAL SERVICE; 2) THE IDENTIFICATION OF DELIVERY SERVICE USED; AND 3) THE ESTIMATED TIME OF DELIVERY TO GSA (IF KNOWN).

4.8 Period of Validity of the RtP

Period of validity of the RtP, during which Candidates may not modify the terms of their requests in any respect: **12 (twelve)** months from the closing date for the reception of the RtP.

4.9 Further Information

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

Before the final date for submission of RtP

- 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 documents disclosed;
- e) The GSA reserves the right to request to Candidates to submit further information and documents in addition to their RtP, Initial Tender and BAFO within such time and in such format as the GSA may stipulate;
- f) Any additional information will be published in the form of "Clarification Notes" on the freely accessible <https://www.gsa.europa.eu/about/how-we-work/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 clarifications are 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) Upon a written request, the GSA will inform 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.

4.10 Data protection

Any personal data that may be included in the RtP received 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 of EGNOS Services Department, Janovskeho 438/2 170 00 Prague 7, Czech Republic, egnos.exploitation@gsa.europa.eu
- **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 5)

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 Regulation¹⁹ (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
- 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

¹⁹ Regulation (EU, Euratom) 2018/1046

- 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 Services 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 Services Department at egnos.exploitation@gsa.europa.eu; data subjects are kindly requested to describe their requests explicitly.

5 List of acronyms and definitions

5.1 Acronyms

BAFO	Best And Final Offer
CN	Contract Notice (published in the Official Journal of EU)



EC	European Commission
ECAC	European Civil Aviation Conference
EGNOS	European Geostationary Navigation Overlay Service
FIR	Flight Information Region
GNSS	Global Navigation Satellite System
GSA	European GNSS Agency
IT	Initial Tender
ITR	In-Orbit Test Review
KPI	Key Performance Indicator
NDA	Non-Disclosure Agreement
NLES	Navigation Land Earth Stations
OJ	Official Journal of the European Union
OLAF	European Anti-Fraud Office
OSD	Operation Start Date
PIN	Prior Information Notice (published in Official Journal of EU)
RD	Reference Documents
RF	Radio Frequency
RtP	Request to Participate
SAL	Security Aspects Letter
SLA	Service Level Agreement
ST	Subsequent Tender
TIP	Tender Information Package
TS	Tender Specifications
VAT	Value Added Tax

5.2 Definitions

The meaning of the terms used in the documents of this procurement procedure is the following:

“Best and Final Offer” means final proposal/tender submitted by Tenderer in Phase III of this procurement procedure.

"Candidate"	means those who have asked to be allowed to take part in this procurement procedure. For the avoidance of doubt, it refers to the applicant as a whole (including Core Team and any subcontractor).
"Contract"	means the Contract for GSA/NP/02/19 "EGNOS GEOSTATIONARY SBAS PAYLOAD SERVICE - GEO-4".
"Contracting Authority"	means the European GNSS Agency (GSA) - used interchangeably and also referred to as the Agency.
"Contractor"	means the Tenderer who has been awarded the Contract GSA/NP/02/19 EGNOS GEOSTATIONARY SBAS PAYLOAD SERVICE - GEO-4.
"Core Team"	means prime contractor, including, where relevant, all consortium members and those subcontractors which are essential in order for the Candidate to meet the selection criteria described under section 3.2 of the TIP.
"EGNOS System Security Risks Analysis (EGNOS SRA)"	means the process to understand the nature of the security risks and to determine the level of these risks on the EGNOS system accreditation perimeter.
"GNSS Regulation"	means Regulation (EU) 1285/2013.
"Initial Tender"	means tender submitted by pre-selected Candidate in Phase II as first step.
"Operation Start Date"	means the end of the Service Preparation phase and the start of the Service Provision phase. It can only be declared after successful ITR and readiness of KPI monitoring means and reporting.
"Pre-selected Candidate"	means Candidate invited to submit Initial Tender.
"Risk Treatment Plan"	means a plan describing how the chosen risk mitigation options will be implemented. The Risk Treatment Plans should be comprehensive and should provide all necessary information about: proposed actions, priorities or time plans, resource requirements, roles and responsibilities of all parties involved in the proposed actions, performance measures, reporting and monitoring requirements.
"Service Preparation phase"	means the first phase of the Contract. It shall start from the Contract Kick-off and end at Operation Start Date. This phase shall include all development activities on the GEO-4 payload, RF uplink stations and hosting sites preparation until their formal acceptance. It covers the tasks from the design and manufacturing to the integration, testing and qualification. It covers also the GEO satellite launch until the in-orbit tests and formal acceptance of the GEO-4 payload and all other preparation activities necessary to start the Service Provision phase.
"Service Provision phase"	means the second phase of the Contract. It shall start from the Operation Start Date and last until the end of the contract.

This phase shall include the recurring service provision activities related to the GEO-4 payload, RF uplink stations and NLES Hosting sites, in line with the Service Level Agreement.

"Subsequent Tender"

means a second round of tender submitted in Phase II following negotiations.

"Tenderer"

means pre-selected Candidate who has submitted an Initial Tender.

6 Annexes of TIP

ID	Document Title
Annex-1	Template Non-Disclosure Undertaking
Annex-2	GEO-4 Service Descriptive Document
Annex-3	Security Aspects Letter
Annex-4	Template identification sheet of the Candidate
Annex-5	Template declaration of honour on exclusion criteria and selection criteria
Annex- 6	Template financial statements relating to selection stage
Annex- 7	Template power of attorney
Annex-8	Template subcontractor letter of intent

It is recalled that the Candidates are **NOT allowed to modify the templates**. The templates shall only be filled in as appropriate, dated and signed.

End of Document