



Tender Specifications for High Accuracy Data Generator (HADG)

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1 Overview

The present tender specifications are attached to the invitation to tender and are intended to complement the information contained in the Contract Notice OJ/S S63 - 145395-2019 and the corresponding documents of the procurement procedure providing to the tenderers further information on the procurement procedure and elements to allow them to prepare their tenders.

1.1 Context of the tender

1.1.1 The Galileo programme

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

The Galileo programme consists of a definition phase, a development and validation phase, a deployment phase and an exploitation phase. The deployment phase consists of the establishment of all the space and ground-based infrastructures as well as related operations, preparing for the exploitation phase.

The exploitation phase began progressively in 2016 with the provision of initial services for the **Open Service**, **Search and Rescue Service** and **Public Regulated Service**. Those services shall be gradually improved with the aim of reaching full operational capability by 31 December 2020.

The **High Accuracy Service (HAS)**, together with the **Commercial Authentication Service (CAS)**, is one of the additional worldwide services to be offered by Galileo.

The high level HAS and CAS services definition concepts are:

- **High Accuracy Service:** an open access service based on the provision of precise corrections (orbit, clock, biases, ionosphere) transmitted in the Galileo E6 signal (E6-B, data component), at a maximum rate of 448 bps per Galileo satellite connected to an uplink station allowing the user to achieve improved positioning performance.
- **Commercial Authentication Service:** a controlled access service based on the encrypted spreading codes in the E6 signal (E6-C, pilot tone). Service access will be achieved by the distribution of the relevant key material (NAVSEC keys).

These services shall allow development of applications for professional or commercial use with greater added value than those obtained through the Open Service.

1.1.2 The Galileo System

The Galileo System is composed of core infrastructure (including the Ground Control Segment, Ground Mission Segment and Space Segment), support facilities and service facilities. Galileo service facilities are supporting the provision of services to the Galileo Core System and the Galileo users.



1.1.3 The European GNSS Agency

The European GNSS Agency (hereinafter 'GSA', 'the Agency' or 'the Contracting Authority') is an European Union regulatory authority formed by the European Union to accomplish specific tasks related to the European GNSS programmes¹.

Its strategic objectives include the achievement of a fully operational Galileo system. This includes the laying of foundations for a fully sustainable and economically viable system and its security. Moreover, the Agency's key objective is to make Galileo not just a functioning system but also the world's leading satellite navigation system for civilian applications.

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

1.1.4 GSC

The European GNSS Service Centre (GSC) is set to be an integral part of the European GNSS infrastructure and provides the single interface between the Galileo system and the users of the Galileo Open Service (OS), High Accuracy Service (HAS) and the Galileo Commercial Service (CS). The GSC is conceived as a centre of expertise, knowledge sharing, custom performance assessment, information dissemination and support to the provision of value-added services enabled by the Galileo OS and CS core services.

The European GNSS Agency (GSA) is responsible for the GSC and is supported by Spain, which provides the Galileo Programme the necessary hosting GSC infrastructure and facilities.

The GSC is located in a fully secured environment in Madrid, Spain, within the National Institute of Aerospace Technologies (INTA) facilities at Torrejón de Ardoz, overseen by the Spanish Ministry of Defence. The agreement for the location of the Centre in Spain was signed in May 2011 by the European Commission (EC) and the Government of Spain, and it was published in the Official Journal of the European Union (in February 2012).

Relevant for this tender, the GSC will host the HADG Facility in charge of the generation and forwarding of the High Accuracy data corrections to the Galileo core infrastructure for their broadcasting through the Galileo E6-B channel. This architecture will be the basis for the provision of the initial Galileo High Accuracy Service.

1.1.5 HAS delivery

The HAS provision shall be organised in two phases.

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



Phase 1 shall be based on the development and operation of HADG Facility within the GSC perimeter using real time data of the Galileo Sensor Stations (GSS). The present procedure aims at ensuring the delivery of turn-key solution of a High Accuracy Data Generation Facility, which is to be operated by the Galileo Service Operator.

Phase 2 shall aim at further improvement of the HAS quality, supported by the processing of data from additional reference stations, optimised algorithms and addition of further functionalities. Phase 2 is not included in the scope of the present procurement.

1.2 Identified Stakeholders

The following stakeholders have been identified for this procurement and are reported here for clarity. Roles of the different stakeholders are reported for the tenderers to understand the institutional environment in which this contract will be carried out. They have been extracted from the applicable legal acts as referred in **section 2.1**:

- European Commission (EC): as per Regulation (EU) No 1285/2013, EC has overall responsibility for the Galileo and EGNOS programmes;
- European GNSS Agency (GSA): as per Regulation (EU) No 1285/2013, GSA has an important role in accomplishing specific tasks related to the European GNSS programmes as specified in Art. 14 thereof and above (management of security aspects, market uptake and tasks related to system operation, promoting the development of applications and services based on the system, etc.);
- European Space Agency (ESA): as per Regulation (EU) No 1285/2013, ESA has responsibility for the deployment phase through a delegation agreement with EC. For the exploitation phase, a working arrangement is in place between GSA and ESA for development of future generations of the systems and for technical support in the of operations and maintenance of existing generation of the systems;
- EU Member States (MSs): The sovereign states which are party to the founding treaties of the European Union;
- Norway and Switzerland: European states that are not members of the EU but contribute financially to and participate in the EGNSS programmes on the basis of international agreements concluded between each of these states and the European Union and its Member States;
- Galileo Service Operator (GSOp): the organisation that operates the Galileo System (ground and space segments) under a contract with the GSA, and ensures compliance with the Galileo Services performance requirements. The GSOp responsibilities include operations, system monitoring, service management, integrated logistics support, maintenance, user services, support to evolution and deployment activities and provision of tools and spare parts to support the service provision.



1.3 Overview of the tender and procedural process

The tender **GSA/OP/09/18 Galileo High Accuracy Data Generator** is an **open procedure** in accordance with Article 164(1)(a) FR², aiming at establishing a **single supply contract**.

It is important to note that:

- The tenders will have to fulfil the conditions of submission set out in **section 4** of these tender specifications;
- Due to its security objectives, the tender is open only to entities established in an EU Member State, as described in **section 2.5.1** of the present tender specifications;
- When drawing up the tender, tenderers should keep the provisions of the draft contract (see **Annex II** to the Invitation to Tender) in mind;
- Tenderers will be required to accept all the terms and conditions set out in the invitation to tender, tender specifications & draft contract and, where appropriate, waiver of the tenderer's own general or specific terms and conditions;
- The terms and conditions set out in the invitation to tender, tender specifications and draft contract shall be binding on the tenderer to whom the contract is awarded for the duration of the contract;
- Please note that any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or the GSA during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his tender and may result in administrative penalties;
- The invitation to tender is in no way binding on GSA. GSA's contractual relationship commences only upon signature of the contract with the successful tenderer;
- Until the signature of the contract, GSA may decide to abandon procurement or cancel the award procedure. Such actions shall not entitle the tenderers to claim any compensation;
- The tenderers shall take into account the special arrangements for access to full set of the procurement documents described in section 2.2 and 2.5.2;
- In order to ensure level playing field of information and fair competitive conditions, information related to Galileo high accuracy definition and testing activities performed in the Commercial Service Demonstrator contract signed by the European Commission will be made available to the tenders in Annex I.12, according to the modalities specified under paragraph 2.5.2. Tenderers' attention is drawn on the fact that such documents are made available for

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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



information purposes only and they are not meant to modify or amend in any way the HADG requirements and procurement documentation.

The following schedule is planned for this procurement procedure:

Event	Date	Comments
Launch of tender	24 March 2019	Submitted to Official Journal for publication
Deadline for submission of a non-disclosure undertaking (hereafter referred to as 'NDU') for access to Proprietary Information (unclassified and classified information)	02 May 2019 (advisable)	In accordance with sections 2.2 and 2.5.2 The economic operators are advised to keep the deadline specified herewith in order to have enough time for preparation of their offer
Deadline for request of clarifications from GSA	21 June 2019	Requests to be sent in writing only to: tenders@gsa.europa.eu
Last date on which clarifications are issued by GSA	26 June 2019	All clarifications including / related to Proprietary Information (see section 2.2) will be sent via email to the economic operators who have signed NDUs in accordance with section 2.5.2 ; clarifications not including / related to proprietary information shall be published on http://www.gsa.europa.eu/gsa/procurement
Deadline for submission of tenders	04 July 2019	According to conditions for submission under section 4 of these specifications
Opening session	10 July 2019	Maximum one legal representative per participating tenderer may attend the opening session. Tenderers shall inform the Agency of their intention to attend, at least 5 working days prior to the opening session



Event	Date	Comments
Completion date for evaluation of tenders	July – August 2019	Estimated
Award decision and information	August 2019	Estimated
Signature of contracts	September 2019	Estimated

1.4 Purpose and scope of the contract

The contractor shall deliver a High Accuracy Data Generator Facility consisting of 2 (two) High Accuracy Data Generators (HADG) (hereinafter “the HADG Facility” or “the Facility” when referred to the two High Accuracy Data Generators) as a turn-key solution that shall provide GSA with High Accuracy data for Galileo HA service. The HADG Facility is to ensure the continuous provision of such data with proper rate, accuracy, availability, continuity and latency. The data will encompass orbit and clock corrections, biases and potentially other parameters, quality indicators, and service parameters.

The Facility procured as result of the present procurement procedure shall be operated by an external service provider with whom the Agency will hold a separate contractual relationship. In addition to the HADG Facility the contract includes some additional services, either included in its baseline or as options. Part of activities, rights and obligations constituting the baseline and the optional activities shall be assignable to the service provider who shall operate the HADG (“Service Operator”), as specified in the Statement of Work under Annex I.1. The assignment shall be made by the GSA via sending of registered letter to the contractor with a copy to the assignee.

In particular, the responsibilities of contractor shall include:

BASELINE:

- **Design, development, delivery, installation and initial warranty and maintenance for a period of six months after the acceptance of the HADG Facility** consisting of two HADG units (generators) (not assignable)
- Provision of **on-site engineering support services** (maximum 200 man-days) at request as defined in section 3.8.1 of Annex I.1 (SoW); the envelope of the on-site engineering services support shall be partially/fully assignable to the Service Operator
- Provision of **off-site engineering support services** (maximum 200 man-days) at request as defined in section 3.8.2 of Annex I.1 (SoW); the envelope of the off-site engineering services support shall be partially/fully assignable to the Service Operator

OPTIONS:

The options shall be exercised by the GSA / Service Operator by serving a unilateral written notice to the contractor during their validity term.



- **Option 1: Development, delivery, installation and 6 months warranty of the additional HADG unit** as defined in section 3.5 of Annex I.1 (SoW) (fully or partially assignable);
Validity: 20 months after signature of the contract
The option shall be activated at least three months before the required option implementation start (kick-off meeting).
Number of options: 1
For the purposes of this option and its evaluation, tenderers are invited to assume that the additional HADG Unit will be deployed at the same site and in the same conditions as the baseline HADG Facility.
- **Option 2: Additional warranty of 6 months of the HADG Facility** as defined in section 3.6.1 of Annex I.1 (SoW) (fully or partially assignable)
Validity: 36 months after the date of the HADG Facility AR
The option shall be activated at least one month before the planned date of the start of the additional warranty services.
Number of options: 6
- **Option 3: Additional warranty of 6 months of the HADG unit included in Option 1** as defined in section 3.6.1 of Annex I.1 (SoW) (fully or partially assignable)
Validity: 36 months after the date of the HADG Facility AR
The option shall be activated at least one month before the planned date of the start of the additional warranty services.
Number of options: 6
For the purposes of this option and its evaluation, tenderers are invited to assume that the additional HADG Unit will be deployed at the same site and in the same conditions as the baseline HADG Facility.
- **Option 4: Envelope of maintenance services provision** (maximum 400 man-days) at request as defined in section 3.6.1 of Annex I.1 (SoW) (fully or partially assignable).
The period of service delivery shall be until 52 months from the Contract signature.
Validity: 6 months after the date of the HADG Facility AR. The option shall be activated at least one month before the planned date of the start of the additional warranty services.
Number of options: 1
- **Option 5: User Range Accuracy (URA) concept** (fully or partially assignable).
URA (User Range Accuracy) concept description and technical implementation. This URA option will **not** be considered and scored against the award criteria.
Validity: 12 months after the date of the Contract signature



Without prejudice for the term of validity here above, it is expected that the decision on activation of this option will be taken at contract kick off.

Number of options: 1

The procurement of the HADG Facility has security aspects (see section 2.4), which have an impact on the procurements and legal make-up of the project (see below sections 2.5.1 Conditions for Participation and 2.5.2 Request for accessing Proprietary information). In addition, the structure of the HADP procurement will also have to take into account the programmatic requirements set forth by the GNSS Regulation, with particular reference to competitive tendering at subcontractors level, as further explained under section 2.10.6.

The terms and conditions applicable to the options are specified in the Draft Contract under Annex II to the Initiation to Tender.



2 Terms of Reference

2.1 Applicable Legal Acts

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

- REGULATION (EU) No 1285/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 11 December 2013 on the implementation and exploitation of European satellite navigation systems and repealing Council Regulation (EC) No 876/2002 and Regulation (EC) No 683/2008 of the European Parliament and of the Council³ (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, repealing Council Regulation (EC) No 1321/2004 on the establishment of structures for the management of the European satellite radio navigation programmes and amending Regulation (EC) No 683/2008 of the European Parliament and of the Council as amended by Regulation (EU) No 512/2014 of the European Parliament and of the Council of 16 April 2014 (hereinafter ‘GSA Regulation’) Commission implementing decision of 23 February 2012 establishing a list of key decision points to evaluate the implementation of the Galileo programme with regard to the ground-based centres and stations to be created as part of the programme development and deployment (2012/117/EU as amended by Commission implementing decision of 6 June 2013 (2013/271/EU);
- Commission implementing decision (EU) 2017/224 of 8 February 2017 setting out the technical and operational specifications allowing the commercial service offered by the system established under the Galileo programme to fulfil the function referred to in Article 2(4)(c) of Regulation (EU) No 1285/2013 of the European Parliament and of the Council;
- Commission implementing decision (EU) 2018/321 of 2 March 2018 amending Implementing Decision (EU) 2017/224 setting out the technical and operational specifications allowing the commercial service offered by the system established under the Galileo programme to fulfil the function referred to in Article 2(4)(c) of Regulation (EU) No 1285/2013 of the European Parliament and of the Council ;
- Corrigendum to Commission Implementing Decision (EU) 2018/321 of 2 March 2018 amending Implementing Decision (EU) 2017/224 setting out the technical and operational specifications allowing the commercial service offered by the system established under the Galileo programme to fulfil the function referred to in Article 2(4)(c) of Regulation (EU) No 1285/2013 of the European Parliament and of the Council.
- Council Decision 2013/488/EU on the security rules for protecting EU classified information;
- COMMISSION DECISION 2001/844/EC, ECSC, Euratom and amending Commission Decision 2005/94/EC, Euratom of 3 February 2005;

³ OJ L 347, 20.12.2013, p. 1



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

- 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 Council⁴;
- 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 966/2012⁵;

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

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

Important note: Beyond the legal acts listed above, it shall be the contractor's duty and corresponding sole responsibility to comply and ensure full compliance with all applicable laws of any part of performance under the contract contemplated to be awarded as a result of the current procedure.

2.2 Proprietary information

The annexes to the present tender specification (**Annex I** to the Invitation to tender), draft contract (**Annex II** to the Invitation to tender) and the applicable and reference documents listed in the Index in **section 7** contain Proprietary Information – unclassified and classified - and shall be made available to the tenderers subject to entering into a non-disclosure undertaking (NDU) in the form provided in Annex I.11 (NDU) according to the procedure described in **section 2.5.2**.

⁴ OJ L 328, 7.12.2013, p. 42

⁵ OJ L 193, 30.07.2018, p. 1



2.3 Technical Terms of Reference

The general technical requirements regarding the **Galileo High Accuracy Data Generator** are specified in Annex I.1 (SoW) and its annexes

The activities to be performed are detailed in the statement of work Annex I.1

2.4 Security requirements

2.4.1 High Level Security Requirements

The security principles contained in the Program Security Instructions (PSI) shall govern the execution of the contract. The PSI refers to other security rules at EU Council and European Commission level, including:

- Council Decision 2011/292/EU of 31 March 2011 adopting the Council's security rules (OJ L141/17, 27.5.2011)
- Commission Decision 2001/844/EC, ECSC, Euratom of 20 November 2001 amending its internal Rules of Procedure (notified under document C(2001) 3031), JO L317, 3.12.2001, p. 1, as last amended by Commission Decision 2006/548/ EC, Euratom of 2 August 2006.

The activities under the contracts may require the handling and production of documents classified up to SECRET UE/EU SECRET. Any classified information should be treated according to the instructions set out in the security aspects letter (referred to as "SAL" -Annex I.9).

Contractor's staff responsible for the performance of tasks under the contract having security aspects and need to know and who has to handle classified information shall possess necessary authorisations and clearances to access areas or data classified up to SECRET UE/EU SECRET while performing their tasks. The Security Classification Guide (SCG) shall be complemented by a HADG specific Security Classification Guide that will be provided at KOM by GSA to the Contractor.

2.4.2 Security aspects letter requirements

To demonstrate compliance with the Security Aspect Letter's (Annex I.9) requirements tenderers shall submit the following documents with their tender:

- a) Signed statement of Compliance to the SAL (Annex I.9) with attached evidences of compliance where necessary;
- b) Description of the tenderer's security organisation(s) for the management of classified information, data or technologies;
- c) Evidence, as appropriate, that any participant in the tenderer's personnel with a need to know and handle classified information in the execution of the contract, holds a valid and



appropriate Personal Security Clearance (PSC) for that purpose, if needed according to its national legislation;

- d) Letters or equivalent evidence from the National Security Authority/Designated Security Authority of the Member State in which tenderers (including any participants in tenderers) are incorporated confirming fulfilment of the above requirements as appropriate⁶;

Full compliance with the contract-specific security requirements described in Annex I.9 (*security aspects letter*), which constitutes an integral part of the contract, shall be demonstrated by any entity working under the contract (including any member of the consortium forming the contractor and any subcontract) if these security requirements are applicable to the activities the entities are going to render under the contract.

Based on the signed statement of compliance to the SAL and associated supporting evidence provided by the tenderer, the decision on the tenderer's compliance with the requirements of the SAL will be under the sole discretion of the GSA under the selection criterion T4.

2.4.3 Export control

The deliverables under the contract shall be ITAR-free.

Together with their tender, tenderers are required to provide a statement of full compliance with the above requirement and the relevant national export control laws and regulations together with a description of the export control procedures and structures.

Tenderer shall provide the same above mentioned evidence for each of their subcontractors (if applicable) having to deal with information, data and technology/ies subject of export control.

Based on the statement of compliance and associated supporting evidence, the decision on the tenderer's compliance with the export control requirements will be under the sole discretion of the GSA under the selection criterion T4.

2.5 Procurement process

The procurement is organised according to the process described in this section.

⁶ In some cases and upon request from the tenderer, GSA will apply to the relevant NSA/DSA for confirmation that appropriate clearances are held.



2.5.1 Conditions for participation / Establishment requirement

2.5.1.1 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 aspect⁷) is limited to economic operators established in European Union Members States.

Economic operators referred to above are considered established in the EU when all of the following conditions are met:

- a) they are formed in accordance with the law of an EU Member State, and have their central administration / registered office / principal place of business in an EU Member State (if legal persons) or they are nationals of one of the EU Member States (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 2.5.1.1.a above; and
- c) the facilities (for goods manufacturing and/or supplying of services) which tenderer would use for the execution of the Contract are located in the EU.

2.5.1.2 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 2.5.1.1 b. and/or 2.5.1.1.c. above
- b. subcontractor/s (presenting security aspects) which fail to fulfil one or more of the conditions under 2.5.1.1 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 and public security.

2.5.1.3 Notice on the United Kingdom's withdrawal from the EU (complementing the specific 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 agreement⁸ establishes another date, all Union primary and secondary law will

⁷ For the purpose of participation condition set in section 2.5.1 the generation and scheduling of HA corrections shall be considered activities having security aspect

⁸ Negotiations are ongoing with the United Kingdom with a view to reaching a withdrawal agreement.



cease to apply to the United Kingdom from 30th March 2019, 00:00h (CET) (“the withdrawal date”⁹). The United Kingdom will then become a “third country”¹⁰.

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 this section 2.5.1. Therefore, subject to the following paragraph, those entities will no longer be in a position to carry out their activities under the Contracts or the subcontract, respectively.

In as far as the tenderer (including consortium partners, if any) 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 this section 2.5.1. Such adequate explanations, assurances and commitments may involve substantiated requests for waivers as stated in this section 2.5.1, in accordance with those participating conditions.

The proposal of tenderers so concerned shall therefore contain adequate explanations, assurances and commitments on how they will ensure that, as from the withdrawal date, they and/or their subcontractors(s) will continue to comply with those specific participating conditions. This is hereinafter referred to as “Mitigation Plan”. Should the Mitigation Plan be considered inadequate to uphold the participating conditions set out in this section 2.5.1 as from 30 March 2019 and not comply with the further requirements for the content of the Mitigation Plan elaborated in the following paragraphs as may be applicable to the case of the concerned tenderer, the tenderer shall be **excluded** from the procurement. This shall also apply to consortia consisting of UK partner(s) regardless of partners from any other Member States, as in this case also the entire consortium may be **excluded**.

The following list describes the **required content for the Mitigation Plan** for the respective cases or combination of cases, if/as applicable:

A. Case: UK Prime - the Mitigation Plan shall contain:

1. a firm, irrevocable and unconditional commitment by the tenderer to assign the respective Contract at the latest as from 30 March 2019 to another economic operator satisfying the participating conditions (the “Proposed Assignee”), as well as a firm, irrevocable and unconditional commitment and acceptance by the Proposed Assignee to be bound by all

⁹ 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.

¹⁰ A third country is a country, which is not a member state of the EU.



requirements, rights and obligations of the respective Contract subject to this procurement;
and

2. shall provide, as a minimum, the following information and documents:

- i. The tenderer shall clarify and justify how it will continue to ensure compliance with the Security Aspect Letter(s) (Annex I.9) after the withdrawal date;
- ii. The tenderer shall clarify and justify that the schedule of activities under the respective Contract subject to this procurement will not be affected and it shall submit relevant information supporting such statement;
- iii. The tenderer shall confirm and justify that the implementation of the Mitigation Plan will not cause any additional costs for the GSA;
- iv. The tenderer shall provide evidence of compliance of the Proposed Assignee with the specific participating conditions of this section and additionally, the Proposed Assignee shall state in a duly signed declaration its compliance these specific participating conditions, as applicable;
- v. The tenderer shall assume full responsibility, ensure and confirm all formalities which are required for such an assignment to be legal, valid and enforceable by the contracting authority under the applicable law;
- vi. The tenderer and the Proposed Assignee shall explicitly state their compliance with article 2.1 of the draft Contract (**Annex II**) (clauses related to assignment) by a declaration in writing to be submitted as part of the tender.
- vii. 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 tender, including complete technical, management and administrative, implementation, financial and contractual volumes as defined in the tender specifications.

B. Case: Consortium with UK and Member States partners:

For consortia with UK partner(s) and partner(s) from other Member States, the requirements described under section A.1. above shall apply accordingly, with the new partner(s)¹¹ joining in place of the UK partner(s) by way of novation.

C. Case: UK subcontractor(s) carrying 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:

¹¹ New partner(s) joining a consortium by way of novation shall also be referred to as "Proposed Assignee".



The tenderer (prime) shall provide a Mitigation Plan in which it shall provide to flow down to the subcontractor(s) as a minimum all items under case A. 2.) above as applicable accordingly and shall ensure that its subcontractor(s) meet(s) the participating conditions as of 30 March 2019. This is without prejudice to any substantiated written waiver request that may be granted as per the applicable specific participating conditions in this section 2.5.1 .

D. Case: UK Parent Company of a 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 specific participation conditions in this section 2.5.1 .

2.5.2 Request for accessing Proprietary Information as per section 2.2

In order to be given access to the Proprietary Information as defined in **section 2.2** the interested economic operators / potential tenderers shall submit a request to GSA via email to tenders@gsa.europa.eu including a scan of a duly signed Non-Disclosure Undertaking according to template provided in Annex I.11 (the original to follow by mail) with attached to it:

- a) filled and signed Legal Entity Form in the form provided in Annex I.3 and the attachments requested in, evidences demonstrating compliance with the requirement set in **section 2.5.1.1 (a)** (annex A to the NDU), and
- b) proof of Local Security Officer appointment, the latter needed for accessing the classified part of the Proprietary Information according to the requirements of the SAL (annex B to the NDU).

Important notes:

- ✓ The interested economic operators / potential tenderers shall submit individual NDUs for prime tenderer / each consortium member (in case of a consortium)
- ✓ Before disclosure of Proprietary information to their subcontractors, the tenderers shall ensure that such subcontractors:
 - Have proven need to know for the purpose of participation / supporting tenderer's offer for the present tender
 - Are bound by provisions equally onerous to those of the NDU signed by them, and
 - Fulfil the conditions of the present tender specifications

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

- ✓ In case the interested economic operators / potential tenderers have not completed the procedure of the appointment of a Local Security Officer at the time of the tender launch, they may not submit with their request annex B to the NDU (proof for a Local Security Officer appointment) and shall be therefore granted access only to the unclassified part of the Proprietary Information. In any case, they shall have the procedure of Local Security Officer



appointment completed and annex B to the NDU submitted by the deadline for tender submission defined in **section 1.3** in order to be eligible for participation in the tender.

- ✓ Previously signed NDUs giving access to the same proprietary information to economic operators shall not be regarded as fulfilling the NDU requirements under the present procurement procedure.

The GSA endeavours to deliver the documentation within 7 working days from the date of the request.

The following restrictions apply:

- ✓ The GSA reserves the right to refuse access to documentation if the conditions for access are not fulfilled.
- ✓ The GSA reserves the right to further inquire about any request in case of doubt of eligibility for access.

2.5.3 Tender submission and assessment

Before the submission deadline, the tenderers have to present their tenders according to conditions set in **section 4**. All tenders will be assessed according to the process described in **section 3**.

2.6 Deliverables

Requirement on the deliverables and their acceptance are defined in the Annex I.1 SoW.

Any hardware, software, document, service or data developed or generated under the contract is by default a deliverable item, whether or not it is included in this document or its Annexes. In particular:

- The contractor shall deliver all purchased hardware items developed and/or procured;
- The contractor shall deliver all purchased software items developed and/or procured. The delivery of developed software shall include binary and source code, including build instructions and required libraries.

The language in which the deliverable (including all reports and software) is to be submitted shall be English, unless otherwise specified by the GSA.

Results of the activities performed under the contract may be published or released by the GSA to third parties. For this purpose, the contractor must ensure that there are no restrictions based on confidentiality and/or intellectual property rights imposed by third parties. Should the tenderer intend to use study data that cannot be published, such limitation must be explicitly mentioned in the offer.

Further details on the deliverable items is provided in Annex I.1 SoW, and in **Annex II (draft contract)**.

Acceptance of deliverables

The acceptance of the deliverables shall be organised as defined in the HADG Management Requirements (AD in Annex to the SoW – Annex I.1).



2.7 Quality performance assessment

Activities carried out under the contract shall meet high standards of quality, in line with the applicable GSA quality requirements specified in the SoW (Annex I.1).

2.8 Legal and contractual terms of reference

2.10.1 Form and scope of contract

The aim of this procurement is to award a single supply contract for delivery of a turn-key solution of High Accuracy Data Generator Facility.

The contract Baseline shall cover the design, development, delivery, installation and initial warranty and maintenance for a period of six months after the acceptance of the HADG Facility and provision of support to the handover and operations of the Facility as described in Annex I.1SOW).

As described in section 1.4 the contract also includes options:

- One option for the procurement of one HADG unit including 1 generator, for system redundancy purposes
- Fifteen options including warranty and maintenance services and a license
- One Option for URA concept implementation.

2.10.2 Place of performance

The main place of the delivery, installation and maintenance of equipment shall be at the GSA GSC at Torrejón de Ardoz, Spain, and other Galileo-related sites in the form of occasional short-term missions. Development tasks for the equipment shall take place at the contractor's premises, and equipment shall be stored at the contractor's premises until delivery at the GSC site. During the development phase, occasional travelling of the contractor to Prague (Czech Republic) and Torrejón de Ardoz (Spain) is expected as part of review and progress meetings.

2.10.3 Volume of the contract

The maximum budget **estimated** for the duration of the contract is

4,500,000 EUR (four million five hundred thousand Euro)

2.10.4 Duration

The maximum duration of the contract is 16 months for the baseline activities with a possibility for extension to up to 52 months for the optional activities.

2.10.5 Language of the contract

The working language of the contract shall be English.



2.10.6 Subcontracting

When sub-contracting, tenderers shall ensure the subcontractor's compliance with the exclusion criteria under section 3.1. Attention is drawn to the **IMPORTANT NOTE** at the end of section 3.2.3.

Third parties from which Commercial Off-the Shelf (COTS) products are procured for the purpose of this Contract shall not be considered subcontractors, unless such COTS are used or present elements of connection with security relevant activities. In such latter case the tender 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 Tenders shall present a list of such third parties / COTs product for verification by the Contracting Authority.

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 following requirements on the **sub-contracting** to be included in the tender:

- (1) in competitive tendering within the **indicative** range of minimum 15% of the total contract value; the subcontractors approached/selected may not be part of a group¹² belonging to the tenderer/consortium members; and
- (2) beyond the range indicated in (1) above other subcontractors may be selected (the requirements for competitive tendering and non-belonging to the group set above shall not apply) with no restrictions in terms of percentage of the total contract value.

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 tenderer.

Each tenderer is responsible for organising its own competitive tender(s) aimed at finding necessary sub-contracting respecting the following procurement principles:

- Fair competition & equality of treatment
- Transparency
- Proportionality
- Best value for money

Tenderers shall clearly indicate in their 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 proof of competitive subcontracting tender(s), including thorough visibility of technical and financial offer of consulted entities outside the group (envisaged subcontractors), shall be provided together with the offer.

¹² For the purpose of this requirement the expression "group" is meant to encompass i) the entity or the group of entities acting as a tenderer, ii) the entity/entities to which the tenderer or any of the members of the group acting as tenderer is affiliated, iii) the entities affiliated to the tenderer or to any of the members of the group acting as tenderer. An entity shall be deemed affiliated to the tenderer or any of the members of the group acting as tenderer if their links fall within the scope of Article 22 of Directive 2013/34/EU, of 26 June 2013.



The choice of subcontractors by competitive tendering, and any further subcontracting, shall **preferably** have been concluded at the time of submission of the tender. The performance of the competitive tendering shall be evidenced by submitting documents with the tender, describing the tender process performed and its results.

If the tenderer does not manage to complete the competitive tender(s) required by the time of tender sub-mission, 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.

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 the Contractor's default.

In case where no or not the required minimum share of competitive tendering is planned to be undertaken, 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). 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.

Subcontracting shall not relieve the Contractor from his obligations under the Contract. In this respect, the Contractor shall remain the sole partner and person legally and financially responsible vis-à-vis the GSA.

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

2.10.7 Core Team and Industrial Organisation of tenderer

The tenderer shall present their Core Team (i.e. Prime contractor, including all consortium members, and those subcontractors which are essential in order for the tenderer to meet the selection criteria under **section 3.2**) in the tender, including the role and responsibilities of the respective entities for the purpose of the present procurement as well as a description of the Group to which they belong.

The tenderer shall prove that they will have at their disposal the resources necessary to the performance of the contract by producing an undertaking on the part of every entity/subcontractor



on whose resources it relies in order to fulfil the selection criteria confirming the latter's irrevocable undertaking to make such resources available to the tenderer in case of being awarded the contract.

2.10.8 Change in the composition of tenderers

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

2.10.9 Participation of consortia

Consortia may submit a tender on the condition that it complies with the rules of competition.

A consortium may be a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure.

Such grouping (or consortium) must specify the 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 3.1 and 3.2). 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.

Any change in the composition of the consortium during the procurement procedure may lead to rejection of the corresponding tender. Any change in the composition of the consortium after the signature of the contract may lead to the termination of the contract.

2.10.10 Confidentiality, conflicts of interest

2.10.10.1 The Proprietary Information according to **section 2.2** shall only be released after the establishment of an NDU (see **section 2.5.2**).

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



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

2.10.10.2 General requirements on professional conflicting interest

With reference to the GNSS Regulation Chapter V and the EU Financial Regulation the tenderer/contractor shall (i) pay extra attention to management of conflict of interest situations and refrain from any action which may create a new situation of conflict of interest; (ii) collaborate in order to assure level playing field for any and all tenderers in the present procurement procedure in relation to this procurement scope and therefore avoid possible abuse of its dominant position.

a. At the time of the tender and during the term of the Contract, the contractor shall not be in any situation that could compromise the impartial and objective performance of the Contract.

b. Handling professional conflicting interest in the tender

Tenderers shall declare the subsistence or absence of professional conflicting interest by (to be provided by each economic operator i.e. the tenderer, consortium members, and subcontractor(s), if any):

- (1) Filling of the Declaration of Honour (Annex I.5);
- (2) Providing an analysis and comprehensive justification, in particular (without limitation) in relation to previous and/or current involvement in the Galileo programme;
- (3) Providing a description of operational structure and mechanisms for monitoring, preventing and resolving professional conflicting interests arising out during the execution of the Contract. Under the requirement, the tenderer shall provide an effective and convincing concept to ensure that the respective entity/-ies, including the individuals belonging to it/them, are in a position to work independently in relation to its/their tasks performed in other GNSS projects.

2.10.11 Use of Background IPR



Tenderers are reminded that use of Background IPR will be subject to the provisions of the draft contract. Tenderers should therefore carefully consider these provisions when drafting their tender.

2.11 Minimum requirements

The tenders shall be compliant with the following minimum requirement (in meaning of Article 166(2) of FR):

Ref. #	Minimum Requirements	Required evidence
M	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.



3 Assessment of tenders

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

- ✓ **Exclusion stage** – to check, on the basis of the exclusion criteria, whether tenderers can take part in the tendering procedure, including absence of conflicts of interest of each tenderers.
- ✓ **Selection stage** – to check, on the basis of the selection criteria, (a) legal capacity, (b) economic and financial capacity and (c) the technical and professional capacity, including the capacity to manage security aspects of the contract.
- ✓ **Minimum requirements stage** – to verify whether the tender o is compliant with the minimum tender requirements as defined in section 2.11.
- ✓ **Award stage** – to assess, on the basis of the award criteria, each tender that has passed the exclusion and selection stages.

A single contracts shall be concluded with the tenderer ranked best as the result of the evaluation of admissible tenders.

3.1 Exclusion criteria

Participation in this tender is only open to tenderers (all entities involved, including subcontractors) who will be able to sign the Declaration of Honour (**Annex I.5**). Failure to do so will lead to exclusion from the procurement process.

Before the signature of the contract the successful tenderer (all consortium members and subcontractors whose contribution exceeds 10% of the contract value) will have to submit supporting documents to the Declaration of Honour (listed therein) within 10 days of the notification for award of the contract. Time is of essence for this procurement and failure to submit the documents on time may lead to award to the tenderer ranked second.

3.2 Selection criteria

Tenderers must fulfil all the legal, economic and financial capacity as well as the technical and professional capacity to perform the tasks required in these tender specifications and shall sign the declaration to this effect in **Annex I.5**.



3.2.1 Legal capacity

Ref. #	Requirement	Evidence
L1	<p>General requirement</p> <p><i>(applicable for each consortium member and any proposed subcontractors)</i></p> <p>Tenderers are asked to prove that they are authorised to perform the contract under the national law as evidenced by inclusion in a trade or professional register, or a sworn declaration or certificate, membership of a specific organisation, express authorisation or entry in the VAT register.</p>	<p>Tenderers (including all consortium members and any proposed subcontractors) shall provide a duly filled in and signed Legal Entity Form (see Annex I.3). The tenderer shall provide with the tender the documents requested in said Annex.</p> <p>Where a tenderer has already signed another contract with the GSA, it may provide instead of the legal entity file and its supporting documents a copy of the legal entity file provided on that occasion, unless a change in its legal status occurred in the meantime or the legal entity file or its supporting documents are older than 1 (one) year.</p>
L2	<p>Establishment requirement</p> <p><i>(applicable to each consortium member and any proposed subcontractors)</i></p> <p>Tenderers are expected to fulfil the set-up requirements as outlined in section 2.5.1.</p>	<p>As evidenced by proof provided for under criterion L1, a Declaration following the template in (DoH) and a mitigation plan as per section 2.5.1.3, if relevant.</p> <p>The Agency reserves the right to request supporting evidences demonstrating compliance to the establishment requirement if it considers this necessary.</p>
L3	<p>Confidentiality requirement</p> <p><i>(applicable to each consortium member)</i></p> <p>Tenderers shall comply with the confidentiality requirements according to the provisions of section 2.5.2.</p>	<p>Submission of a duly signed NDU with required evidence. The tenderer shall guarantee in its tender that the confidentiality requirements were flown down to the subcontractors as indicated in section 2.5.2</p>



3.2.2 Financial and Economic and capacity criteria

Ref. #	Requirement	Evidence
F1	<i>(applicable to tenderer – in case of consortium – to each consortium member individually)</i> Tenderers must be in a stable financial position and have the economic and financial capacity to perform the contract	Submitting a full copy of the tenderer's annual accounts (balance sheet, profit and loss account, notes on the accounts and auditors' remarks when applicable) and financial statement in the form provided in Anne I.6 .
F2	<i>(applicable to all members of consortium cumulatively)</i> Tenderers shall prove minimum general turnover of EUR 1.000.000 (one million Euro) per year of which a minimum of EUR 500.000 (five hundred thousand Euro) per year shall be in high accuracy and/or GNSS positioning (specific turn-over).	Submitting a statement of overall turnover and turnover relating to the relevant services of the last three years , as approved by the competent body of the company and, where applicable, audited and/or published (with reference to Annex I.6).

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



3.2.3 Technical and professional capacity criteria

Ref. #	Requirement	Evidence ¹³
T1	<p>Similar experience</p> <p><i>(applicable to all members of consortium cumulatively)</i> Tenderer must have experience gained in the last 10 years in providing similar deliveries / projects as described in these tender specifications, demonstrated through involvement in:</p> <ul style="list-style-type: none">• development and integration of complex systems including hardware and software, and• activities related to GNSS based high accuracy services or technology development <p>The tenderer must have been involved in at least three projects (during the last 10 years) covering the areas listed above, and with a size and complexity similar to the present contract, being responsible for the handling through its own resources of not less than 15% of the tasks included in it.</p>	<p>List and description of similar contracts performed during the last 10 years.</p> <p>Please note: The Agency reserves the right to verify any of the information provided, therefore the Agency may elect to contact any of the presented organisations/companies for reference. With provision of the requested information tenderer's permission is assumed granted unless otherwise specified in the offer.</p> <p>Professional capacity of individuals will be requested separately below.</p>
T2	<p>Software experience</p> <p><i>(applicable to all members of consortium and subcontractors cumulatively).</i></p> <p>Tenderer must have experience in software development according to the Galileo Software Standard or similar</p>	<p>List and description of similar services/contracts. The similarity between other used standards and the Galileo Software Standard shall be justified.</p>

¹³ Please note that the Agency reserves the right to request further evidence in support of the technical & professional capacity criteria.



Ref. #	Requirement	Evidence ¹³
T3	Suitability of the tenderer The tenderer must present its organisational structure.	(1) Presentation of the tenderer's internal organisational structure (consortium members / subcontractors, if any) as requested in sections 2.10.6 and 2.10.7 ; (2) Description of proposed distribution of work within the tenderer, including subcontractors; (3) Size and technical profile of all entities involved in the tenderer; (4) Presentation of capacity to cover the complete range of skills required for the contract it applies for (give indication of capacity of each member of tenderer in key skill areas).
T4	Capacity to fulfil security requirements <i>(applicable to all entities / consortium members and subcontractors)</i> Tenderers (must provide evidence of their ability to comply with the security requirements set in sections 2.4 of the tender specifications, including the export control requirements.	As evidenced by specific, appropriate and conclusive means following section 2.4 .



Ref. #	Requirement	Evidence ¹³
T5	<p>Expertise</p> <p>The tenderer shall have available a team of qualified and experienced personnel in performing recent and comparable tasks, demonstrated by:</p> <ul style="list-style-type: none">(a) Proven relevant experience in the development of real-time operational systems (TRL 8*), accrued over the last 5 (five) years(b) Background and sound experience in HA services, technologies and applications,(c) Demonstration of relevant experience in managing projects in an international context; <p>The areas of expertise listed above may be covered in aggregate by the team members proposed. One expert may be proposed in more than one of the areas specified above.</p>	<p>CVs of proposed personnel, and proposed allocation to the contract.</p> <p>If the experts proposed are not employed by the tenderer, they shall be considered subcontractors and Subcontractor Letter of Intent shall be presented for each of them.</p>
T6	<p>Absence of professional conflicting interest that may negatively impact the performance of the Contract</p>	<p>Evidence to be provided are described in section 2.10.10.2 (b) of this tender specifications</p>

IMPORTANT NOTE: An economic operator may rely on the capacities of other entities to fulfil the selection criteria, regardless of the legal nature of the links which it has with them. The tenderer must in that case prove to the GSA that it will have at its disposal the resources necessary for performance of the contract, by producing a **Subcontractor Letter of Intent** (in the form provided in Annex I.10) on the part of those entities to place those resources at its disposal. Ensure that task for which the support will be provided is clearly indicated in the Declaration.

3.3 Minimum requirements evaluation

Failure to comply with the minimum requirements indicated in section 2.11 shall lead to the rejection of the tender.



3.4 Award criteria

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

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

3.3.1 Qualitative award criteria

The evaluation of technical quality will be based on the ability of the tenderer to meet the objectives of the Contract, including both baseline and the options (1-4) as described in these tender specifications including annexes. To this end, the information in the technical proposal must be consistent with the tender specifications and be signed by the tenderer. The technical proposal shall contain all necessary information to allow evaluation of the tender according to the technical criteria specified below, including in particular the evidences indicated for each criterion. The quality of technical offers reaching this stage will be evaluated against the qualitative award criteria in the evaluation grids presented in the following subsections.

The qualitative award criteria will be scored out of one hundred and five (105). Tenders scoring **less than 60 points** (of a maximum of 105 points) against the technical award criteria or **less than the minimum points indicated for any of the criteria** will be rejected.

No	Award Criteria		Score
Q1	Credibility and quality of the proposed schedule and management approach for the delivery of the Facility (to be evaluated based on baseline and optional activities (options 1 to 4))	To be evaluated by applying equal weighting to the following sub criteria: a) Adequacy of the allocation of the tasks and efforts within the work breakdown structure and work package descriptions b) Adequacy of proposed management aspects including schedule, management procedures, product assurance and risk assessment c) Appropriateness and suitability of management, including promptness, efficiency and flexibility of proposed approach	Maximum points: 30 Threshold: 15



		<p>to deal with evolving issues, maintenance, etc.</p> <p>d) Completeness and quality of the identified risk areas and proposed mitigation actions</p>	
Q2	<p>Quality and suitability of the technical solution for the HADG Facility</p> <p>(to be evaluated based on baseline activities proposed)</p>	<p>To be evaluated by applying the following sub criteria:</p> <ul style="list-style-type: none"> a) Development and validation plan. (max 10 points) b) Committed performance of the HADG, under the conditions specified in the technical specifications (section 3.3 from [AD.7]) for the benchmark scenario (at least 30 reference stations, including the Galileo GSSs) and operational scenario (GSSs only) - critical analysis and justification (max 20 points) c) Level of performance above the required for compliance with the Technical Requirements (attached to SoW, Annex I.1) , section 3.3 - critical analysis and justification (max 5 points) d) Level of compliance to the security applicable documents and critical analysis and justification in the technical proposal max (10 points) e) Level of compliance to the operational and monitoring and control requirements (sections 3.4 and 3.1.5 from [AD.7]) and critical analysis and justification 	<p>Maximum points: 55</p> <p>Threshold: 25</p>



		provided in the proposed operational concept. (10 points)	
Q3	Quality and adequacy of the proposed implementation of the support tasks (to be evaluated based on baseline activities proposed)	Quality of support tasks implementation in terms of: Way of ensuring involvement of adequate expertise for each particular task assigned; strategy for team composition definition for each assignment	Maximum points: 10 Threshold: 5
Q4	Quality and adequacy of the proposed HADG Facility warranty and maintenance (to be evaluated based on baseline and optional activities (options 1 to 4))	Quality of the proposed HADG Facility maintenance, including cyber, in terms of: - Supporting processes ensuring the quality of the maintenance tasks - Responsiveness	Maximum points: 7 Threshold: 4
Q5	Credibility of costing and pricing (to be evaluated based on baseline and optional activities (options 1 to 4))	Level of detail and justification of financial proposal, including cost sheets as per Annex I.8	Maximum points: 3 Threshold: 1
Maximum Qualitative Award Criteria score (Quality Score)			105

3.3.2 Financial award criteria

Following the appraisal of the qualitative award criteria, the tenders will be evaluated with regard to their financial proposals which shall be submitted in the form provided in Annex I.7 and Annex I.8.

Only tenderers scoring **60 points or more** (of a maximum of 105 points) against the technical award criteria will have their financial proposal evaluated.

In order to allow for a comparison of the offers, tenderers are requested to submit Financial Proposal following the template in Annex I.7 Template financial offer (further details are provided in **section 4.5.5**). The Financial Proposal shall indicate the **Maximum Contract Price** and **Total Evaluation Price** of the tender, calculated as provided in **section 4.5.5**.

The financial score will be calculated as follows: the tender offering the least expensive **Total Evaluation Price** that is above the technical threshold will receive 105 points. The other tenders will receive points according to the ratio between the least expensive Total Evaluation Price and their one, and then multiplied by 105, as shown in the formula below:



$$\text{Financial score} = \frac{\text{cheapest "Total Evaluation Price"}}{\text{"Total Evaluation Price" of the tender}} \cdot 105$$

3.3.3 Calculation of final score and ranking of tenderers

The contracts will be awarded to the tenderer having passed the selection stage and offering the best price-quality ration, 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 **70/30** basis and will be calculated using the following formula:

$$\text{Final Score} = \text{Quality Score} \cdot \frac{70}{100} + \text{Financial Score} \cdot \frac{30}{100}$$

A ranking list of all tenderers will be established based on the 'score for tender' formula above. The contract will be awarded to the tenderer which will be ranked the highest (the best price-quality ratio).



4 Conditions for submission of tenders

4.1 Disclaimer

This invitation to tender is in no way binding on the GSA. The GSA's contractual obligation commences only upon signature of the contract with the successful tenderer. Up to the point of signature, the GSA may either abandon the procurement or cancel the award procedure, without the tenderers being entitled to claim any compensation. This decision must be substantiated and the tenderers notified.

4.2 Visits to GSA premises or briefing

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

4.3 Variants

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

4.4 Preparation costs of tenders

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

4.5 Content of the tender to be submitted

4.5.1 Presentation of the tender

It is strictly required that tenders be presented in the correct format and include all documents necessary to enable the GSA to assess them. Failure to respect these requirements will constitute a formal error and may result in the rejection of the tender.

GSA retains ownership of all tenders received under this procedure. Consequently tenderers shall have no right to have their tenders returned to them.

4.5.2 General

The tender must consist of:

- a) The Cover Letter, dated and signed by the tenderer's authorised representative or by any other duly appointed representative, declaring acceptance of the conditions in



these tender specifications and annexes, and the contract and its annexes; the tenderer's commitment to provide the supplies/services proposed in the tender and listing all the documentation included/enclosed in the tender.

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

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

- b) The Administrative Files
- c) The Technical Offer
- d) The Financial Offer

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

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

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

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

4.5.3 Administrative File

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

- Identification Sheet of the Tenderer (Template provided in Annex I.2);
- Financial Identification Form (Template provided in Annex I.4)
- Declaration of Honour (Template provided in Annex I.5)
- Legal Entity Form (Template provided in Annex I.3), including all necessary documents required for assessment of the compliance with the participation condition (see **section 3.2.1, L2**);
- Evidences proving the Financial and Economic capacity of the tenderer (see **section 3.2.2, F1, F2**)
- In case of subcontracting: Subcontractor Letter of Intent (Template provided in Annex I.10)
- CD-ROM with the complete tender (including in machine readable format (see **section 4.6**))



4.5.4 Technical Offer

In the Technical Offer, the tenderer shall provide input as to its approach for performing the deliveries and services required as described in these tender specifications and its annexes. The technical offer shall contain all necessary information to allow evaluation of the technical and professional capacity criteria and the qualitative award criteria:

- Evidences proving the Technical and Professional capacity of the tenderer (see **section 3.2.3**)
- Technical offer addressing the following aspects, making reference, as appropriate, to the documents to be submitted as part of the tender, as requested in the SoW (Annex I.1):
 1. Executive summary up to 10 pages, duly signed and dated
 2. Design, development, assembly, integration, verification and deployment
 - a. Methodology for implementation (development strategy):
 - i. Requirement and interface consolidation approach;
 - ii. A first iteration, as far as possible, of the preliminary design including a first estimate of the physical aspects of their solution, in particular the number of servers, workstations, racks, the LAN layout & number of port connections;
 - iii. Assembly, integration, verification and qualification strategy, including the proposed in-factory and on-site activities;
 - b. Reasoning of the proposed methodology:
 - i. The tenderer shall show comprehensively that it has identified and understood the requirements and problem areas, shall discuss the resolution of such problems, and detail the trade-off (to be) performed.
 - c. Concept of Operations:
 - i. Description of the proposed concept of operations, as per the related requirements in HADG REQ, in particular proposed strategy for issuing and handling alarms, warnings and metrics
 3. Preliminary performance budget:
 - a. Estimated Galileo and GPS ranging performance, including nominal configuration and outages as per the Technical Requirements:

In their Performance Budget File, the tenderers shall characterise the performance of each of their products, including orbit corrections, clock corrections, code biases, and phase biases, in benchmark and nominal scenarios, including non-nominal conditions such as unhealthy satellites and GSS outages. The tenderers may propose a level of performance that is higher than that required for compliance with the Technical Requirements, section 3.3. In that case, the tenderers shall clearly specify their committed level of performance and present how such performance can be achieved, and reflect it in the Statement of Compliance. The committed level of performance and the demonstration on how it is achieved both from a technical and schedule standpoint will be evaluated under Criterion Q2.b and if assessed as well justified and



credible may lead to the award of additional points, as specified under criterion Q2.b. This level of performance will be the reference for the HADG performance requirement qualification;

4. Warranty, Maintenance and on-site / off-site support.
5. URA concept and technical implementation.
6. Management:
 - a. Project management approach, including configuration and PA/QA/RAMS;
 - b. Role of each partner (in case of a consortium, joint tender and/or use of subcontractors);
 - c. Team proposed for implementation of the contract;
 - d. Work Breakdown Structure and Work Package Descriptions;
 - e. Project plan with description of activities and associated timeline;
 - f. Risk management strategy, preliminary risk register and accreditation plan;
 - g. Security management plan.
7. Statement of Compliance (SoC) all documents listed in CISL (annexed to Annex I.1 SoW), explaining how the compliance with the set requirements is achieved. In case of partial or non-compliance, the reason shall be explained and the level of compliance committed to be reached shall be indicated.
8. Background IPR intended to be used for the purposes of the contract in the form annexed to the Draft Contract.

This technical proposal shall be limited to 100 pages, excluding the documents as per DRL. All documents marked for submission at the tender stage in the DRL, shall be attached to the technical proposal.

For the avoidance of doubts, failure to submit a proposal for the options 1 to 4 identified under paragraph 1.4 will lead to the exclusion of the tenderer.

4.5.5 Financial offer

The financial offer must be presented in the form provided in Annex I.7 (*Template Financial Offer*) and substantiated by submitting detailed cost element data.

The financial offer shall include unit prices for the HADG Facility, the support services and the options specified in section 1.4

Based on the unit prices mentioned above the financial Proposal shall indicate:

- **Maximum Contract Price**, calculated as a sum of the baseline **HADG Facility**, the maximum price of the support services and all options (see Annex I.7 (*Template Financial Offer*)).



- **Total Evaluation Price**, which shall be calculated as per the formula specified in Annex I.7. It shall be equal to the sum of the unit prices of the HADG Facility and the sum of the prices for the options 1 to 4, multiplied by their coefficient, which is equal to 1 for the baseline and is lower than 1 for the options, as specified in Annex I.7 Template Financial Offer. The **Total Evaluation Price** shall be used for calculation of the Financial score of the tender as specified in section 3.3.2

The cost element data will be provided in the form provided in Annex I.8, breaking down offered prices to a level of 50.000 to 500.000 EUR per sub-Work Package (equivalent to 1 line of the financial offer template) for Fixed Unit Prices, and 50.000 to 500.000 EUR for Firm Fixed Prices (lower limit is indicative / upper limit – mandatory). Please note that all subcontracts (and associated budget) envisaged by the tenderer (including any member of the consortium if applicable) shall be listed in the Exhibit A to CS A2 form.

The completeness and the quality of the information submitted in the Cost Statement Forms (CSF) in Annex I.8 shall be evaluated as part of the qualitative award criteria (Q5). In case of inconsistency, incompliance or incompleteness of the submitted cost sheets, a lower number of points shall be attributed at the stage of the technical evaluation against criterion Q5. In any case, the winning tenderer, before the contract signature, shall complete the submitted CSF with any missing information identified during the evaluation.

Prices

The price must be quoted in Euro and include all expenses necessary to perform the contract. It shall be fixed and **not subject to revision** during the performance of the contract. **No further reimbursements shall be made whatsoever.**

The prices quoted in the financial offer shall constitute a pricelist for the duration of contract. The offer shall be submitted as a print out AND in form of CD-ROM (or equivalent).

Important note: To avoid exclusion from the tender process tenderers shall ensure that price quotations are compliant with the requirements detailed in the tender specifications and in Annex I.7 (*Template Financial Offer*) price shall be indicated and substantiated for each category and must not amount to zero (only the offering of option 5 is left at the discretion of the tender, and is not mandatory). Failure to comply with this requirement may lead to rejection of the tender.

VAT exemption

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

Currency and exchange rates

The price tendered must be all-inclusive and expressed in **Euro**, including for countries which are not part of the Euro zone. For tenderers in countries which do not belong to the Euro zone, the price quoted may not be revised in line with exchange rate movements. It is for the tenderer to select an exchange rate and assume the risks or the benefits deriving from any fluctuation.



Unit prices

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

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

The offer shall be submitted as a print-out AND in electronic format on a CD-ROM (or equivalent).

4.6 Submission

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

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

- the ref. number of the invitation to tender **GSA/OP/09/18**
- the project title **“Galileo High Accuracy Data Generator”**
- the name of the tenderer
- the indication **“Tender - Not to be opened by the internal mail service”**
- the address for submission of tenders as indicated below
- the date of posting (*if applicable*) should be legible on the outer envelope

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

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

Envelope 2 - Technical Offer;

Envelope 3 - Financial Offer.

Each inner envelope shall contain **one (1) original and three (3) copies, each clearly marked accordingly**. In addition, each tender shall also be provided on CD-ROM with the full set of documents in **machine readable format** (MS Office 2003 or later, or Adobe Reader Version 8.0 or later) with three **separate folders** reflecting the three separate envelopes and their respective content.

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

Tenders including information classified **RESTREINT UE/EU RESTRICTED** shall be marked accordingly, handled and submitted according to the provisions set out in the Program Security Instructions.



Tenders sent by **post mail, express mail or commercial courier** are to be sent not later than on date specified in **section 1.3** 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
Janovského 438/2
170 00 Prague 7
Czech Republic

Tenders **delivered by hand** should be addressed to the same postal address not later than **17.00 (CET) on date specified in section 1.3 above**. In this case, a receipt must be obtained as proof of submission, signed and dated by the reception desk officer. The reception is open from 08.00 to 17.00 Monday to Thursday, and from 8.00 to 16.00 on Fridays. It is closed on Saturdays, Sundays, European Commission holidays and some Czech national holidays.

4.7 Opening of the tenders

Tenders will be opened at 11.00 a.m. on the date indicated in **section 1.3** above at the following location:

Office address:
European GNSS Agency
Janovského 438/2
170 00 Prague 7
Czech Republic

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

4.8 Period of validity of the tenders

Period of validity of the tenders, during which tenderers may not modify the terms of their tenders in any respect:



- nine (9) months from the closing date for the reception of the tenders for the baseline services;

4.9 Further information

Contacts between the GSA and tenderers are prohibited throughout the procedure save in exceptional circumstances and under the following conditions only:

Before the final date for submission of tenders:

- At the request of the tenderer, the GSA may provide additional information solely for the purpose of clarifying the nature of the contract.
- Any requests for additional information must be made in writing only to tenders@gsa.europa.eu. The subject line of the e-mail has to quote the reference of the procurement procedure **GSA/OP/09/18 Galileo High Accuracy Data Generator**.
- Requests for additional information received after deadline specified in **section 1.3** will not be processed (*for practical reasons*).
- The GSA may, on its own initiative, inform interested parties of any error, inaccuracy, omission or any other clerical error in the text of the call for tenders.

After the opening of tenders:

- If, after the tenders have been opened, some clarification is required in connection with a tender, or if obvious clerical errors in the submitted tender must be corrected, the GSA may contact the tenderer, although such contact may not lead to any alteration of the terms of the submitted tender.

4.10 Information for tenderers

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

If a written request is received, the GSA will inform all rejected tenderers of the reasons for their rejection and all tenderers submitting an admissible tender of the characteristics and relative advantages of the selected tender and the name of the successful tenderer.

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

4.11 Data protection specific to the tender process

Any personal data that may be included in the tenders received during the present procedure will be processed in accordance with (1) the applicable rules on the protection of natural persons with regard



to the processing of personal data by the EU institutions, bodies, offices and agencies (currently Regulation (EU) 2018/1725) and (2) the modalities of the following privacy statement:

Identity of the controller and Data Protection Officer:

- **Controller:** European GNSS Agency (GSA), Head Galileo Exploitation Department, Janovskeho 438/2 170 00 Prague 7, Czech Republic, galileo.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 I.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 Regulation¹⁴ (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:

¹⁴ Regulation (EU, Euratom) 2018/1046



- electronically on GSA servers with access control measures (i.e. one or two factor authentication) hosted by GSA contractors which are located in the EU and abiding by the necessary security provisions
- physically in secure storage cupboards in the GSA HQ in Prague
- electronically and physically on the servers/cupboards of the processors identified above (all of which are established in an EU Member State)

The data subjects' rights:

- Data subjects have the right of access, rectification and erasure of their personal data or restriction of processing at any time, provided that there are grounds for the exercise of this right, as per the applicable rules
- Data subjects have the right to object, on grounds relating to his or her particular situation, at any time to the processing of personal data concerning him or her. Requests shall be addressed to the GSA Galileo Exploitation Department at galileo.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 Galileo Exploitation Department at galileo.exploitation@gsa.europa.eu ; data subjects are kindly requested to describe their requests explicitly.



5 List of acronyms and abbreviations used

CET	Central European Time
CPA	Competent PRS Authority
CS	Commercial Service
CV	Curriculum Vitae
EC	European Commission
ECSS	European Cooperation on Space Standardisation
EEAS	European External Action Service
EU	European Union
ESA	European Space Agency
FOC	Full Operational Capability
FOM	Figure of Merit
GLONASS	Globalnaya Navigazionnaya Sputnikovaya Sistema - the Russian Global Navigation Satellite System
GMS	Galileo Ground Mission Segment
GNSS	Global Navigation Satellite System
GPS	Global Positioning System – the US Global Navigation Satellite System
GRSP	Galileo Reference Service Provider
GSA	European GNSS Agency (the terms “the Agency” and/or “the Contracting Authority” may also be used to refer to the European GNSS Agency)
GSC	GNSS Service Centre
GSMC	Galileo Security Monitoring Centre
GSOp	Galileo Service Operator
GSS	Galileo Sensor Stations
IGS	International GNSS Service
ITAR	International Traffic in Arms Regulations
KPI	Key Performance Indicator
MS	EU Member State
NDU	Non-Disclosure Undertaking



OLAF	European Anti-Fraud Office
OS	Open Service
PRS	Public Regulated Service
PSC	Personal Security Clearance
SAB	Security Accreditation Board for European GNSS Systems
SAL	Security Aspects Letter
SAR	Search and Rescue
SC	Specific Contract
SoC	Statement of Compliance
TAA	Technical Assistance Agreement
TSP	Galileo Time Service Provider
VAT	Value Added Tax
WP	Work Package



6 List of Annexes

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

Annex I.1	Statement of Work
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Ref. no	Title	Coordinator / Group leader in consortium tender	In case of a consortium - all partners in a consortium	Single or Main tenderer	Subcontract or
Annex I.1	Statement of Work	X (technical proposal)		X (technical proposal)	
Annex I.2	Template identification sheet of the tenderer	X	X	X	X
Annex I.3	Template legal identification form	X	X	X	X
Annex I.4	Template financial identification form	X		X	
Annex I.5	Template declaration of honour relating to exclusion stage	X	X	X	X
Annex I.6	Template financial statements relating to the selection stage	X	X	X	X
Annex I.7	Template financial offer	X		X	
Annex I.8	Cost Elements Data	X		X	
Annex I.9	Security Aspects Letter (SAL)	X		X	
Annex I.10	Template subcontractor letter of intent				X
Annex I.11	Template NDU	X	X	X	X



Ref. no	Title	Coordinator / Group leader in consortium tender	In case of a consortium - all partners in a consortium	Single or Main tenderer	Subcontract or
Annex I.12	Commercial Service Demonstrator relevant documentation	For info			



7 Applicable and Reference documents

7.1 Applicable Documents

Id	Document name	Reference	Version	Classification
AD-1.	Galileo High Accuracy Data Generator Contractual Index Status list	GSA-GAL-SE-CISL-241528	1.0	UNCLA

END OF DOCUMENT