GRC Development, Operations Support and Hosting Services

GSA/OP/20/15

Annex I to Invitation to Tender

Tender Specifications

Ref: GSA 217117
Issue: 1 Rev 1
Date: 08/02/2016
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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 2016/S 027-042912 providing interested tenderers information on scope of the contract to be potentially awarded as a result of this call for tender and organisation of this procurement process. This tender specifies the GRC core facility v1 (henceforth "GRC") compliant with the mission objectives. The contributions from Member States are supported by a Framework Partnership Agreement [RD-4] and are not defined in this tender.

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 will begin progressively from early 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.

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 The Galileo Reference Centre (GRC)

The primary mission of the GRC is to perform independent monitoring of the Galileo OS and CS data dissemination performance and to report it to the relevant stakeholders. It provides the GSA, as the service provider, with an independent means of evaluating the performance of the Galileo Service Operator (GSOp) and quality of the signals in space. It is fully independent of the system and the GSOp with respect to both the technical solution (hw/sw, reference products, etc.) and operations.

The GRC will:

- Perform independent monitoring and assessment of OS service provision;
- Perform independent monitoring and assessment of CS data dissemination;
- Integrate data and products from EU Member States, Norway and Switzerland with core GRC products and utilise their relevant expertise;
- Report service performance to the Programme;
- Provide service performance expertise to the Programme, including (but not limited to) supporting the GSC on performance-related user requests;
- Support investigations of service performance and service degradations;
- Archive relevant service performance data over the nominal operational lifetime of the system;
- When feasible, assess the compatibility and interoperability between Galileo and other GNSS.

Moreover, the current version of the GRC will allow the GSA to perform navigation analyses with a local PRS Receiver in order to support the definition of a suitable approach at Programme level for independent monitoring of the PRS navigation. The PRS receiver is procured and handled by the GSA, who will also be responsible for processing the navigation data.

The GRC comprises a core facility, located in Noordwijk, the Netherlands, and integrates data and products from cooperating entities from the Member States (MS), Norway and Switzerland. Although the GRC core shall have stand-alone capability allowing it to fulfil the main mission with a minimum required level of performance, the MS contributions will serve to provide a higher level of performance and enhanced capabilities. These contributions may support everyday operations (e.g. data provided by MS from additional networks, MS generated reference and monitoring products) and specific campaigns (e.g. utilisation of large gain antennas operated by MS, expertise available at MS level).

1.2 Identified Stakeholders

The following list of stakeholders has been identified and is 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 contribution accomplish specific tasks related to the European GNSS programmes as specified above.;
- 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 shall be in place between GSA and ESA for development future generations of the systems and for technical support in the framework 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) is the organisation that shall operate and maintain the Galileo System (ground and space segments) under a contract with the GSA, and will ensure compliance with the Galileo Services performance requirements. The GSOp responsibilities shall 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. At the time of publishing this invitation to tender, a procurement procedure for the GSOp is ongoing.
- System and Service Engineering Support services organisation: expected to provide engineering support to the Galileo programme. System and Service Engineering Support services are the follow-up of the services of the current WP1.

1.3 Overview of the tender and procedural process

The tender GSA/OP/20/15 GRC Development, Operations support and Hosting Services is an open procedure in accordance with Article 127(2) RAP², aiming at establishing a single framework service 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;

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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 framework contract (see Annex II to the Invitation to Tender) in mind. In particular, the draft framework contract indicates the method and the conditions for payments to the contractor;

Tenderers will be required to accept all the terms and conditions set out in the invitation to tender, tender specifications & draft framework 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 framework 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 mission of the Galileo Reference Centre to monitor the Galileo services independently from the Galileo Core Infrastructure and its operations imposes strict requirements regarding the selection of the GRC contractor as further detailed in section 2.6.

The following schedule is planned for this procurement procedure:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Launch of tender</td>
<td>28 January 2016</td>
<td>Submitted to Official Journal for publication</td>
</tr>
<tr>
<td>Deadline for submission of request to enter into a non-disclosure agreement (hereafter referred to as ‘NDA’) for Proprietary Information (unclassified and classified non-PRS information)</td>
<td>22 February 2016</td>
<td>In accordance with sections 2.2 and 2.5.1 The economic operators are advised to keep the deadline specified herewith in order to have enough time for preparation of their offer</td>
</tr>
<tr>
<td>Deadline for request of clarifications from GSA</td>
<td>04 April 2016</td>
<td>Requests to be sent in writing only to: <a href="mailto:tenders@gsa.europa.eu">tenders@gsa.europa.eu</a></td>
</tr>
<tr>
<td>Event</td>
<td>Date</td>
<td>Comments</td>
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<tr>
<td>----------------------------------------------------------------------</td>
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<td>------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Last date on which clarifications are issued by GSA</td>
<td>11 April 2016</td>
<td>All clarifications including / related to Proprietary Information (see section 1.4.32.2) will be sent via email to the economic operators who have signed NDAs in accordance with section 0; clarifications not including / related to proprietary information shall be published on <a href="http://www.gsa.europa.eu/gsa/procurement">http://www.gsa.europa.eu/gsa/procurement</a></td>
</tr>
<tr>
<td>Deadline for submission of tenders</td>
<td>22 April 2016</td>
<td>According to conditions for submission under section 4 of these specifications</td>
</tr>
<tr>
<td>Opening session</td>
<td>29 April 2016</td>
<td>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</td>
</tr>
<tr>
<td>Completion date for evaluation of tenders</td>
<td>May – June 2016</td>
<td>Estimated</td>
</tr>
<tr>
<td>Award decision and information</td>
<td>June 2016</td>
<td>Estimated</td>
</tr>
<tr>
<td>Signature of contracts</td>
<td>June 2016</td>
<td>Estimated</td>
</tr>
</tbody>
</table>

### 1.4 Purpose of the contract

The purpose of the service framework contract is the provision of three main groups of activities related to:

- GRC equipment Development,
- GRC Operations support, and
- GRC Hosting Services provision.

An overview of the main elements / contributors and stakeholders related to the GRC Development, Operations support and Hosting Services contract is provided on the figure below (it is noted that the procurement of a PRS receiver and TGVF elements are not part of the framework contract):
1.4.1 GRC equipment Development

This part of the FWC encompasses the GRC equipment design, development, delivery and deployment. Activities to be performed aim at the provision of the GRC equipment-hardware and software-required for the GRC operation, excluding building infrastructure such as building facilities, furniture and office equipment.

The main objectives are the following:

- Provision of means for independent monitoring and assessment of Galileo service provision;
- Provision of an interface to integrate with data and products from cooperating entities and EU Member States, Norway and Switzerland with the core GRC products;
- Provision of means for investigations of service performance and service degradations to the Galileo programme;
- Provision of means for archiving service performance data over the nominal operational lifetime of the system;
- Provision of means for assessment of the compatibility and interoperability between Galileo and other GNSS;
- Deployment of the equipment within the GRC operational environment.
1.4.2 GRC Operations

For this part of the FWC the contractor shall handle the GRC routine operations, perform detailed analyses and fulfil programmatic tasks when and as they will become needed and shall make sure these tasks are carried out by qualified and experienced personnel.

A subset of the operational version of TGVF-FOC will be made available at the GRC for initial operations. The associated operation manuals are provided as a reference documents, see [7.2].

1.4.3 GRC Hosting Service Provision

The GRC hosting services cover the delivery of building infrastructure such as furniture, office equipment, building facilities adaptation, guarding, cleaning, internet, telephone, building and equipment maintenance.

1.4.4 “Optional” Work Packages

In addition to the baseline activities described above, several other activities, referred to as “optional” Work Packages, are foreseen. These are activities that are not included in the framework contract (see sections 2.9.1 and 2.9.4 below) and the specific contracts currently foreseen (described in Chapter 5 of the Statement of Work), but which may nevertheless be requested by the GSA during the course of the framework contract. Hence, these activities are requested as part of the tenderer’s proposal, to be used if and when these are deemed needed. The “optional” Work Packages are WP3.4-3.7, and are described in the Statement of Work, sections 4.2.4.4 – 4.2.4.7 respectively.
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:


- 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).

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


- COMMISSION DELEGATED REGULATION (EU) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union\(^7\);

- Council Decision 2013/488/EU on the security rules for protecting EU classified information;


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\(^3\) OJ L 347, 20.12.2013, p. 1
\(^4\) OJ L 150, 20.5.2014, p. 72
\(^5\) OJ L 328, 7.12.2013, p. 42
\(^6\) OJ L 298, 26.10.2012, p. 1
\(^7\) OJ L 362, 31.12.2012, p. 1
• Decision No 1104/2011/EU of the European Parliament and of the Council of 25 October 2011 on the rules for access to the public regulated service provided by the global navigation satellite system established under the Galileo programme (hereinafter - the PRS Decision);

• The European GNSS Project Security Instructions document - Version: 4.0 issued by the GNSS Security Board (GNSS SB); dated 10 July 2013 (hereinafter- the PSI).

In the general implementation and for the processing of tendering procedures in particular, regarding confidentiality and public access to documents, the following rules shall be observed:


**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 framework contract (Annex II to the Invitation to tender) and the applicable and reference documents listed in section 7 contain Proprietary Information – unclassified and classified - and shall be made available to the tenderers subject to entering into a non-disclosure agreement (NDA) in the form provided in Annex I.11 according to the procedure described in section 2.5.2.

### 2.3 Technical Terms of Reference

The general technical requirements regarding the **GRC Development, Operations support and Hosting Services** are specified in [AD-5] and [AD-6].

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 framework contract. The PSI refers to other security rules at EU Council and European Commission level, including:

The activities under the framework contracts may require the handling and production of documents classified up to RESTREINT UE/EU RESTRICTED. Any classified information should be treated according to the instructions set out in the security aspects letter (referred to as “SAL” - Annex I.8).

Contractor’s staff responsible for the performance of tasks under the contract shall possess necessary authorisations and clearances to access areas or data classified up to RESTREINT UE/EU RESTRICTED while performing their tasks.

### 2.4.2 Security aspects letter requirements

During the tendering process and within deadline of submission of tenders, tenderers shall demonstrate their compliance with the Security Aspect Letter’s (Annex I.8) requirements by submitting the following documents with their proposal:

a) Filled in and signed compliance matrix to the SAL (Annex I.9) with attached evidences of compliance where requested;

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 framework 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 appropriate8.

The contractor shall ensure full compliance with the contract-specific security requirements by any entity working under the contract (including any member of the consortium forming the contractor and any subcontract) which will be described in Annex I.8 (security aspects letter) which constitutes an integral part of the contract.

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8 In some cases and upon request from the tenderer, GSA will apply to the relevant NSA/DSA for confirmation that appropriate clearances are held.
Any non-compliance or deviation from the security aspect letter, due to proposed organisation of the activities, segregation of information etc., shall be duly justified; otherwise, they will not be considered acceptable.

Based on the signed and duly-completed compliance matrix 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.

2.4.3 Export control

Tenderers are required to provide a statement of full compliance with 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.

The signature of the relevant Technical Assistance Agreement(s) (TAA(s)) by the Tenderers in order to be entitled to handle the Galileo documentation which has been declared as International Traffic in Arms Regulations (ITAR) sensitive is a pre-condition for the signature of the contract with the successful Tenderer.

2.5 Procurement process

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

2.5.1 Conditions for participation / Establishment requirement

2.5.1.1 For reasons related to the protection of the essential interest of the security of the European Union and / or its Member States and to public security, the participation to this tender (including through subcontracting where such subcontracting presents a security aspect) is limited to economic operators established in European Union Member States.

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 or registered office or 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 contractors which do not meet the conditions under 2.5.1.1(b) above

b) subcontractors (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.

2.5.2 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

\texttt{tenders@gsa.europa.eu}

including a scan of a duly signed Non-Disclosure Agreement according to template provided in \textbf{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 \textbf{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 NDA), 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 NDA).

\textbf{Important notes:}

- The interested economic operators / potential tenderers shall submit individual NDAs for each consortium member (in case of a consortium) and each subcontractor (if any), each individually signed by them respectively; 

- 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 NDA (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 NDA submitted by the deadline for NDA submission defined in section 1.3 in order to be eligible for participation in the tender.

- Previously signed NDAs giving access to the same proprietary information to economic operators shall not be regarded as fulfilling the NDA requirements under the present procurement procedure.
The GSA endeavours to deliver the documentation within 10 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

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 Independence requirements

For the GRC independence is the driving requirement. For the purpose of this contracts, the required independence shall be divided into **technical**, **operational** and **management (or organisational)** independence. This is further detailed in the following sections. **As part of the award criteria evaluation of the robustness of the proposed solution shall be made.**

##### 2.6.1 GRC Operations (operational and management independence)

For the GRC Operations tasks, the GRC independence shall imply absence of conflict of interest between the GRC contractor and the organisation operating the Galileo system (GSOp) provided both GRC and GSOp operators will have to report independently to GSA on the performance of the Galileo services. Therefore, the GRC contractor’s Prime and the organisation responsible for the GRC operations (if different form the Prime) shall be organisationally independent from the GSOp contractor’s Prime and from the organisation responsible for performance monitoring/reporting within the GSOp contract (if different from the Prime). Moreover, the GRC independence shall imply absence of conflict of interest between the GRC contractor and the organisation which will provide system and service engineering support services as a follow-up of the current WP1).

Given the three procedures timeline (GRC, system and service engineering support service and GSOp tenders are running in parallel) and the fact that the GSOp and system and service engineering support service contractors will not be known at the time of the GRC contract award, the potential conflict of interest will be assessed against the GSOp and system and service engineering support service contractual organisation only during the contract execution.

If during the GRC contract validity it is stated that the GRC contractor is in a situation of conflict of interest or its independence is exposed (including in particular but not limited in relation to the GSOp

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9 The contractor’s Prime is the contractor’s entity – in case of a single contractor (excluding the subcontractors, if any) or all consortium members entities in case of a consortium contractor (excluding the subcontractors, if any)
organisation), the GRC contractor shall undertake all necessary measures to resolve it and to prove to the GSA that such conflict of interest is not anymore existent and that its independence is intact. In case of impossibility of such resolution, the framework contract (including any specific contract in place concerned) shall be entirely or partially terminated as per Article II.15.1 (o) of the contract. The contractor shall ensure that all contractual handback activities that shall become necessary (as defined in Annex I.1) are performed with the due care and diligence in order to allow the smooth transition to the new contractor.

2.6.2 GRC equipment Development (technical independence)

The tenderers are made aware of the technical solutions currently being used by the Galileo system operations, and which will be made available to GSOp, to monitor the performances of the Galileo services, in order to be able to comply with the independence requirement related to the GRC equipment. Information on such technical solutions is provided in [RD-8].

For the GRC equipment development tasks, the technical solution(s) for the GRC shall be different as far as possible in terms of (i) input data, (ii) processing software and/or (iii) configuration from the technical solution adopted in the frame of the Galileo system operations for:

- GMS performance monitoring infrastructure,
- Systems used to generate reference products, such as GRSP and TSP, GMS navigation message generation system (OSPF), and
- Galileo Support Facilities

*Important Note:* In order to be considered technically independent at least (i) the input data and one of the elements under above letters (ii) and (iii) proposed in the tender must be different from the solutions used in GSOp; non-compliance with this requirement will be considered as a situation of conflict of interest and will lead to rejection of the tender.

Once the GRC contract is signed, the GSA shall verify during the development milestones (e.g. Preliminary and Critical Design Reviews) that this independence is safeguarded. The GSA shall terminate the contract if the GRC contractor will be unable to demonstrate the independence of the GRC equipment.

2.6.3 Robustness of the technical solution

The technical solutions proposed for the GRC equipment Development, which are compliant with the independence requirement set in section 2.6.2, shall be further evaluated in relation to the robustness of the solution in the presence of modelling errors. This robustness could be achieved by parallel processes and/or diversity of the input data, software tools and configurations included in the technical solution. This assessment shall be done at the stage of award criteria evaluation.

2.7 Deliverables

Any hardware, software, document, service or data developed or generated under the framework 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.

Upon completion of each specific contract, the contractor shall deliver to the GSA two (2) copies on CD-ROMs containing all the documents and software deliverables and 1 (one) hard copy of it. Each CD-ROM shall also include a registry file reporting, for each deliverable, the task to which the deliverable belongs, the reference number, the issue number, the classification, the date of release, the title, and the html-linked document (all versions).

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

The GSA will have 60 (sixty) calendar days from receipt of the deliverables to approve or reject them in full or in part. The GSA reserves the right to nominate a panel of experts for the review of deliverables and a board for making the final decision on accepting or rejecting a milestone.

Results of the activities performed under the framework 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 framework contract).

2.8 Quality performance assessment

Activities carried out under the framework contract shall meet high standards of quality, in line with the applicable GSA quality requirements [AD-9].

2.9 Legal and contractual terms of reference

2.9.1 Form of contracts

The aim of this procurement is to award a single framework service contract for the provision of GRC Development, Operations support and Hosting Services as described in the present tender specifications.

The signature of a framework contract imposes no obligation on the GSA to purchase. Only the implementation of the framework contract through specific contracts is binding for the GSA.
The GSA reserves the right to launch an exceptional negotiated procedure for similar services with the contractor, in case of need, as foreseen in Art. 134(1)(e) and/or (f) RAP. These additional / similar services may consist (but shall not be limited to) the ‘optional’ work packages listed in section 1.4.4. The maximum budget estimated for the maximum duration of the framework contract for these ‘optional work packages’ is 2 000 000 EUR (two million EUR).

2.9.2 Implementation of the framework and specific contracts

Services / supplies shall be requested (i.e. ordered) under “specific contracts” linked to particular activities, over a given period.

The Agency intends to issue individual and successive specific contracts over the period of validity of the framework contract and shall take the form of the document provided under Annex III (specific contract) to the draft framework contract (Annex II to the Invitation to Tender). The framework contract implementation procedure is specified in Article I.4 of the draft framework contract.

Important note: It is important to reiterate that no legal or financial commitment exists on behalf of either party until the specific contract/order form is signed by both parties.

The GSA shall award the first two specific contracts – specific contract no. 1 (SC01) for provision of hosting services and specific contract no. 2 (SC02) for GRC development and initial operations — immediately after the framework contract signature. Detailed requirements on their scope are included in Annex I.1, and the specific tenders for these specific contracts shall be part of the tender proposal. The tender specifications define as well the indicative requirements for specific contracts no. 3 and 4. The indicative schedule of these specific contracts is shown below:

Figure 2 Tentative timeline of specific contracts under the Framework contract

The above schedule is only indicative and is not binding to the GSA. The GSA shall have the right to issue specific contracts according to its needs and its full discretion whenever it will become necessary, provided the services and supplies ordered fall within the scope of the framework contract and the specific contracts are issued within the framework contract validity.

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2.9.3 Place of performance

The main place of the delivery, installation, maintenance and upgrade of equipment and of the Operations service provision shall be at the GSA GRC at Noordwijk, the Netherlands 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 GRC site. During the development phase, occasional travelling of the contractor to Prague (Czech Republic) and Noordwijk (the Netherlands) is expected as part of review and progress meetings.

2.9.4 Volume of the contract

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

\[ \text{21.000.000 EUR (twenty one million Euro)} \]

covering the baseline activities related to GRC equipment Development, GRC Operations support, and GRC Hosting Services provision and excluding the “optional” work packages as indicated in section 1.4.4.

The maximum contract budget for specific contract no. 1 shall be in the range between 3.000.000 and 3.500.000 EUR. Tenders exceeding this amount for specific contract no. 1 shall be rejected.

The maximum contract budget for specific contract no. 2 shall be in the range between 10.000.000 and 12.000.000 EUR. Tenders exceeding this amount for specific contract no. 2 shall be rejected.

2.9.5 Duration

The framework contracts is intended to be signed for a period of 4 (four) years.

2.9.6 Language of the contract

The working language of the contract shall be English.

2.9.7 Prevention of conflict of interest

With reference to the GNSS Regulation Chapter V and the EU Financial Regulation with its Rules of Application - 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. In this perspective special attention should be paid to the provisions of section 2.6.

2.9.8 Subcontracting

According to Article 26 of the GNSS Regulation:
"(1) The Contracting Authority shall request the tenderer to subcontract a share of the contract by competitive tendering at the appropriate levels of subcontracting to companies other than those that belong to tenderer’s group in particular to new entrants and SMEs.

(2) The Contracting Authority shall express the requisite share of the contract to be subcontracted in the form of a range from a minimum to a maximum percentage. It shall ensure that such percentages are proportionate to the objective and value of the contract, taking into account the nature of the sector of activity concerned, and in particular, the competitive conditions and the industrial potential observed.

(3) If the tenderer indicates in its tender that it intends not to subcontract any share of the contract or to subcontract a share smaller than the minimum range referred to in paragraph 2, it shall provide the reasons therefore to the Contracting Authority. The Contracting Authority shall submit that information to the European Commission.

(4) The Contracting Authority may reject subcontractors selected by the tenderer at the stage of the main contract award procedure or by the tenderer selected for the performance of the contract. It shall justify its rejection in writing, which may be based on the criteria used for selection of tenderers for the main contract.”

In line with the above mentioned provision, the intention of the GSA is to favour wide participation of various economic operators, while securing smooth and effective operations. On this basis and for the purposes of paragraph 2 of article 26, the GSA envisages for the subcontracting an indicative minimum share of 25% and maximum share of 70%.

The minimum and maximum indicative subcontracting shares have been established taking into account:

(a) the subcontractors to be selected by competitive tendering outside the tenderer’s Group\(^{11}\);

(b) the subcontractors chosen by the tenderer, other than those under letter (i) above, including those part of the Core Team, pursuant to section 2.9.9.

For the purposes of paragraph 1 of article 26, the GSA envisages the following indicative minimum share for subcontracting which the tenderer shall implement by competitive tendering outside the tenderer’s Group: 15%.

General principles:

- For the purpose of Article 26 of the GNSS Regulation, in its tender the tenderer will have to indicate clearly which parts of the work will be subcontracted by competitive tendering to companies other than those that belong to tenderer’s group and to what extent (proportion in % and the subcontracted activity’s exact description);

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\(^{11}\) 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 a tenderer is affiliated, iii) the entities affiliated to the tenderer or to any of the members of the Group acting as a tenderer.
• The GSA reserves the right to reject subcontractors selected by the tenderer at the stage of the procurement procedure or during the subsequent contract. Rejection shall be justified in writing;
• The contractor will remain the sole partner and person legally and financially responsible and liable vis-à-vis the GSA;
• If the identity of the intended subcontractor(s) is already known at the time of submitting the tender, tenderer must submit the required evidence demonstrating the eligibility of the subcontractor and its compliance with the requirements set in the tender specifications;
• If the identity of the subcontractor(s) is not known at the time of submitting the tender, the tenderer who is awarded the contract will have to seek GSA’s prior written authorisation before entering into a subcontract;
• Where no subcontracting is indicated in the tender the work will be assumed to be carried out directly by the tenderer.

2.9.9 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 GRC 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.

2.9.10 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 GRC procurement process and/or subsequent contract, unless specifically authorised by GSA in writing.

2.9.11 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 company or person heading the project (the leader) and must also submit a copy of the document authorising this company or person to submit a tender on behalf of the consortium. All members of a consortium (i.e. the leader and all other members) are jointly and severally liable to the GSA.

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.

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 will 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.

2.9.12 Confidentiality, security, conflicts of interest, applicable standards

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

The contractor shall commit through such NDA 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 service provision. The current form of such declaration is attached as Annex V to the framework 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.
3 Assessment of tenders

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

1. **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.
2. **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.
3. **Award stage** - to assess, on the basis of the award criteria, each tender that has passed the exclusion and selection stages.

A single framework 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 will have to submit supporting documents to the Declaration of Honour (listed therein).

3.2 **Selection criteria**

To be assessed in selection stage, the tenderers must have passed the exclusion stage described above.

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

<table>
<thead>
<tr>
<th>Ref. #</th>
<th>Requirement</th>
<th>Evidence</th>
</tr>
</thead>
<tbody>
<tr>
<td>L1</td>
<td>General requirement</td>
<td>Tenderers (including all consortium members and any proposed subcontractors) shall provide a duly filled in and signed Legal Entity Form (see Annex I.3). In case of award of contract, the tenderer shall further provide upon request and within the time limit set by the GSA the documents requested in said Annex. 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.</td>
</tr>
<tr>
<td>L2</td>
<td>Establishment requirement</td>
<td>As evidenced by proof provided for under criterion L1 and all necessary documents demonstrating and tracing the fulfilment of establishment requirement.</td>
</tr>
<tr>
<td>L3</td>
<td>Confidentiality requirement</td>
<td>Submission of a duly signed NDA with required evidence.</td>
</tr>
</tbody>
</table>
### 3.2.2 Financial and Economic and capacity criteria

<table>
<thead>
<tr>
<th>Ref. #</th>
<th>Requirement</th>
<th>Evidence</th>
</tr>
</thead>
<tbody>
<tr>
<td>F1</td>
<td>Tenderers must be in a stable financial position and have the economic and financial capacity to perform the contract;</td>
<td>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 Annex I.6.</td>
</tr>
<tr>
<td>F2</td>
<td>Tenderers (all members of consortium cumulatively) shall prove minimum general turnover of EUR 6.000.000 (six million Euro) per year of which a minimum of EUR 3.000.000 (three million Euro) per year shall be in aerospace and/or GNSS areas. (specific turn-over).</td>
<td>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).</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Ref. #</th>
<th>Requirement</th>
<th>Evidence&lt;sup&gt;12&lt;/sup&gt;</th>
</tr>
</thead>
</table>
| T1     | **Similar experience**  
         The tenderer (all members of consortium cumulatively) must have **experience gained in the last 10 years** in providing similar deliveries/services as described in these tender specifications, demonstrated through involvement in:  
         • development and integration of complex systems including hardware and software, and  
         • provision of services related to GNSS Performance Monitoring or GNSS-based high accuracy applications.  
         The tenderer must have been involved in at least three projects (during the last 10 years) in 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. | List and description of similar services/contracts performed during the last 10 years.  
         **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.  
         Professional capacity of individuals will be requested **separately** below. |
| T2     | **Software experience**  
         The tenderer must have experience in software development according to the Galileo Software Standard or similar. | List and description of similar services/contracts. The similarity between other used standards and the Galileo Software Standard shall be justified. |

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<sup>12</sup> Please note that the Agency reserves the right to request further evidence in support of the technical & professional capacity criteria.
<table>
<thead>
<tr>
<th>Ref. #</th>
<th>Requirement</th>
<th>Evidence¹²</th>
</tr>
</thead>
<tbody>
<tr>
<td>T3</td>
<td><strong>Suitability of the tenderer</strong>&lt;br&gt;The tenderer must present its organisational structure.</td>
<td>(1) Presentation of the tenderer’s internal organisational structure (consortium members / subcontractors, if any) as requested in sections 2.9.8 and 2.9.9;  &lt;br&gt;(2) Description of proposed distribution of work within the tenderer, including subcontractors;  &lt;br&gt;(3) Size and technical profile of all entities involved in the tenderer;  &lt;br&gt;(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).</td>
</tr>
<tr>
<td>T4</td>
<td><strong>Security</strong>&lt;br&gt;Tenderers (including all entities / consortium members and subcontractors) 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.</td>
<td>As evidenced by specific, appropriate and conclusive means following section 2.4.</td>
</tr>
<tr>
<td>Ref. #</td>
<td>Requirement</td>
<td>Evidence</td>
</tr>
<tr>
<td>--------</td>
<td>-------------</td>
<td>----------</td>
</tr>
<tr>
<td>T5</td>
<td><strong>Expertise</strong>&lt;br&gt;The tenderer shall have available a team of qualified and experienced personnel including:&lt;br&gt;&lt;br&gt;- At least 2 senior engineers with experience in the subject field of the contract gained during the last 5 years, demonstrated through involvement in not less than 2 development projects in space or GNSS programmes. At least one of the projects shall have a value of at least 5.000.000 EUR.&lt;br&gt;- At least 3 of the proposed principal and/or senior engineers should provide individual evidence of at least 5 years’ relevant operational experience in space or GNSS programmes.&lt;br&gt;- At least 2 of the proposed principal and/or senior engineers should provide individual evidence of technical experience during the last 5 years in GNSS performance monitoring, GNSS algorithms and / or precise orbit determination and time synchronisation, demonstrated through involvement in relevant projects and / or publications. The topics listed above may be covered in aggregate by the team members proposed.&lt;br&gt;&lt;br&gt;One expert may be proposed in more than one of the roles specified above.&lt;br&gt;&lt;br&gt;The personnel shall comply with the requirements for seniority qualification of the staff as defined in Annex I.1 SoW, [GRC-SOW-20020] Staff profiles and [GRC-SOW-20030] Seniority of staff.</td>
<td>CVs of proposed personnel, and proposed allocation to the contract.</td>
</tr>
</tbody>
</table>
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.11 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 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 Framework Contract, including both baseline Work Packages and "optional" Work Packages, as well as for the first two Specific Contracts SC1 and SC2, 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 awarded a score out of one hundred (100). Tenders scoring less than 70 points (of a maximum of 100 points) against the technical award criteria or less than the minimum points indicated for any of the criteria will be rejected. This threshold is to indicate the strong requirements of the contracting authority towards the quality of the proposed solution having in mind its strategic importance and the long term duration of its operation expected.

<table>
<thead>
<tr>
<th>No</th>
<th>Award Criteria</th>
<th>Evidence (technical proposal)</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Q1</td>
<td>Adequacy of management and coordination aspects</td>
<td>a) Adequacy of the allocation of the tasks and efforts within the work breakdown structure and work package descriptions, including the level of detail and the justification of cost</td>
<td>Maximum points: 20</td>
</tr>
<tr>
<td>Q2</td>
<td>Quality and suitability of the proposed work program related to the Development:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>----</td>
<td>--------------------------------------------------------------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) Adequacy, completeness and suitability of engineering approach and applied processes to fulfil the applicable requirements</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) Development plan and Validation plan</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Maximum points: 20</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Threshold : 10</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Q3</th>
<th>Quality and suitability of the proposed work program related to the service provision</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>a) Proposed KPI implementation</td>
</tr>
<tr>
<td></td>
<td>b) Adequacy of the proposed operations wrt the proposed technical solution for equipment, e.g. level of automation, etc. Approach for Hosting Services provision</td>
</tr>
<tr>
<td></td>
<td>Maximum points: 20</td>
</tr>
<tr>
<td></td>
<td>Threshold : 10</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Q4</th>
<th>Quality and suitability of the proposed technical solution for the equipment:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>a) Detailed Statement of Compliance to applicable requirements, explaining how the set requirements are achieved</td>
</tr>
<tr>
<td></td>
<td>b) Proposed preliminary design</td>
</tr>
<tr>
<td></td>
<td>c) Addressing of the problem and risk areas and adequacy of proposed solutions and mitigation actions</td>
</tr>
<tr>
<td></td>
<td>d) Robustness of the technical solution based on a detailed description of parallel processes and/or diversity of input data, software tools and configuration.</td>
</tr>
<tr>
<td></td>
<td>Maximum points: 40</td>
</tr>
<tr>
<td></td>
<td>Threshold : 20</td>
</tr>
</tbody>
</table>

Maximum Qualitative Award Criteria score (Quality Score) | 100 |
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.

Only tenderers scoring 70 points or more (of a maximum of 100 points) against the technical award criteria will have their financial proposal evaluated.

Tenders offering a total price for specific contract no. 1 and / or specific contract no. 2 greater than the maximum amounts specified in section 2.9.4 will be excluded from the rest of the assessment procedure.

In order to allow for a comparison of the offers, tenderers are requested to submit price quotes for a pre-defined evaluation scenario set in Annex I.7 Template financial offer (further details are provided in section 4.5.5).

The financial score will be calculated as follows: the tender offering the least expensive “synthetic price” (see evaluation methodology in section 4.5.5) that is above the technical threshold will receive 100 points. The other tenders will receive points according to the ratio between the least expensive “synthetic price” and their one, and then multiplied by 100, as shown in the formula below:

\[
Financial \, score = \frac{\text{cheapest } \text{"synthetic price"}}{\text{"synthetic price" of the tender}} \times 100
\]

3.3.3 Calculation of final score and ranking of tenderers

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

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

\[
Final \, Score = \frac{\text{Quality \, Score}}{100} \cdot 60 + \frac{\text{Financial \, Score}}{100} \cdot 40
\]

A ranking list of all tenderers will be established based on the ‘score for tender’ formula above. The contract will be awarded to the tenderer which will be ranked the highest (the best value for money).
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 framework contract and its annexes; the tenderer's commitment to provide the services / supplies 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 services and to which overall proportion of the tender subcontracting is planned.

If the tender is presented by a consortium or group of service providers, it must be accompanied by a letter signed by each member undertaking to provide the services / supplies 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 demonstrating and tracing the fulfilment of establishment requirement (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 1.10)
- 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 under the framework contract and the two first specific contracts 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, T1 – T5)
- Technical offer (including a consolidated offer for the framework contract and separate offers for specific contract no.1 and specific contract no.2) addressing the following aspects, making reference, as appropriate, to the documents to be submitted as part of the tender, as requested in Annex I.1 (Annex E – DRL):
  1. 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 GRC solution, in particular the number of servers, workstations, racks, the LAN layout & number of port connections;
        iii. Assembly, integration, verification and qualification strategy;
        iv. Deployment approach.
     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.
  2. Operations services implementation:
     a. Detailed description of the process for the definition and implementation of KPIs with regards to service;
     b. Concept of operations;
     c. Explain reasons for the proposed methodology.
  3. Implementation of Hosting Service:
     a. Approach for providing the different services requested.
  4. Solutions for implementing a stand-alone GRC sensor stations network, addressing:
     a. Procurement of reference data;
     b. Provision of reference site hosting services;
     c. Provision of reference station operations.
  5. Warranty, Maintenance and on-site support:
     a. Maintenance and on-site support;
     b. Warranty of equipment;
     c. Strategy for hardware and software obsolescence management, compatible with the GRC operational requirements and lifetime.
  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. Evaluation of the Technical, Operational and Management independence as requested in section 2.6:

a. Present the plan for reuse of software and tools developed under previous contracts or COTS, their independence from the Galileo system and how their evolution will be controlled during the GRC operational lifetime;

b. Present the measures that will be taken in case a conflict of interest is materialised to ensure the independence of the GRC Prime and operator from the GSOp Prime and performance monitoring responsible.

8. Compliance:

a. Statement of Compliance (SoC) to applicable requirements, explaining how the compliance with the set requirements is achieved.

9. Background IPR intended to be used for the purposes of the contract in the form provided in Annex I.12.

This technical proposal shall be limited to 100 pages, excluding annexes.

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 in the form provided in Annex I.7a, breaking down offered prices to a level of 10.000 to 100.000 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.

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 framework 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 for budget conformity as detailed in Annex I.7. A price shall be
indicated and substantiated for each category and must not amount to zero. 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.

Evaluation Scenario

In order to allow for a comparison of the offers, tenderers are requested to submit price quotes for a pre-defined in Annex I.7 (Template Financial Offer) evaluation scenario set for the framework contract (Excel table to be completed by the tenderer).

The evaluation scenario reflects the volume estimates of the Agency for the overall period of contract duration of four years.

Please note that these estimates are only indicative and do not constitute any kind of legal obligation or commitment for the Agency.

For ease of simulation, the evaluation scenario is based on the following underlying parameters:

- Coverage of the period of four years of the contract duration;
- The fixed prices applicable for the contract duration.

Based on the evaluation scenario a total “synthetic price” of the tender, equal to the sum of total price of specific contract 1 (hosting services), specific contract 2 (equipment development) and a total price calculated on the basis of all other activities that may be requested during the contract validity is calculated.

The “synthetic price” is formed on basis on the tenderer’s unit price quotes for the different types of activities foreseen in the contract, the quantities predefined in the evaluation scenario - Annex I.7 (Template Financial Offer), and a coefficient per activity.
Considering that the Contracting Authority is favouring an approach that minimises recurrent operational costs, for example by increasing automation level, the coefficient for recurrent operational cost is set to 3 in the evaluation scenario.

Financial points will be attributed by comparing the “synthetic price” of the tender (see section 3.3.2 (financial award criteria)).

How to use the annex Annex I.7 (Template Financial Offer)?

The tenderers must fill-in the unit prices for each line of the framework contract sheet.

Total Synthetic Price per line, Total Cost Estimate and Total Synthetic Price for the FWC are calculated automatically in the excel sheet based on the pre-defined quantity estimations and coefficients.

Unit prices entered in the ‘Framework Contract’ sheet are automatically copied in the corresponding line of the relevant Specific Contract sheet. Therefore, the total price per line and the total price per Specific Contract will be calculated automatically, so the tenderer doesn’t have to re-enter prices in the Specific Contract sheets.

The tenderer shall then copy the tables for the Framework Contract and the Specific Contracts in their proposal, and sign them.

Example:

<table>
<thead>
<tr>
<th>WP ID from the SOW</th>
<th>Unit Price €</th>
<th>Type</th>
<th>Qty*</th>
<th>Total in €</th>
<th>Coef.**</th>
<th>Total</th>
<th>Comment</th>
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</thead>
<tbody>
<tr>
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<td>0.00 €</td>
<td>FFP</td>
<td>1</td>
<td>0.00 €</td>
<td>1</td>
<td>0.00 €</td>
<td>1 off activity (FTEs)</td>
</tr>
</tbody>
</table>

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/20/15
- the project title “GRC Development, Operations support and Hosting Services”
- 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:

<table>
<thead>
<tr>
<th>European GNSS Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal and Procurement Department</td>
</tr>
<tr>
<td>Janovského 438/2</td>
</tr>
<tr>
<td>170 00 Prague 7</td>
</tr>
<tr>
<td>Czech Republic</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>Office address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>European GNSS Agency</td>
</tr>
<tr>
<td>Janovského 438/2</td>
</tr>
<tr>
<td>170 00 Prague 7</td>
</tr>
<tr>
<td>Czech Republic</td>
</tr>
</tbody>
</table>
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;

- fifty seven (57) months from the closing date for the reception of the tenders (until the end of the validity of the framework contract) – for the ‘optional work packages listed in section 1.4.4

### 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/20/15 GRC Development, Operations support and Hosting Services.

- 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

Processing your reply to the invitation to tender will involve the recording and processing of personal data (such as your name, address and CV). Such data will be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Unless indicated otherwise, your replies to the questions and any personal data requested are required to evaluate your tender in accordance with the specifications of the invitation to tender and will be processed solely for that purpose by the GSA. You are entitled to obtain access to your personal data on request and to rectify any such data that is inaccurate or incomplete. If you have any queries concerning the processing of your personal data, you may address them to the GSA. You have the right of recourse at any time to the European Data Protection Supervisor for matters relating to the processing of your personal data.

You are informed that for the purposes of safeguarding the financial interest of the Communities, your personal data may be transferred to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel and/or to the European Anti-Fraud Office (OLAF).

Data of economic operators which are in one of the situations referred to in Articles 93, 94, 96(1)(b) and 96(2)(a) of the Financial Regulation may be included in a central database and communicated to the designated persons of the European Commission, other institutions, agencies, authorities and bodies mentioned in Article 95(1) and (2) of the Financial Regulation. This refers as well to the persons with powers of representation, decision making or control over the said economic operators. Any party entered into the database has the right to be informed of the data concerning it, up on request to the accounting officer of the European Commission.

5 List of acronyms and abbreviations used

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Description</th>
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<tbody>
<tr>
<td>CET</td>
<td>Central European Time</td>
</tr>
<tr>
<td>CPA</td>
<td>Competent PRS Authority</td>
</tr>
<tr>
<td>CS</td>
<td>Commercial Service</td>
</tr>
<tr>
<td>CV</td>
<td>Curriculum Vitae</td>
</tr>
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</table>

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<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>EC</td>
<td>European Commission</td>
</tr>
<tr>
<td>ECSS</td>
<td>European Cooperation on Space Standardisation</td>
</tr>
<tr>
<td>EEAS</td>
<td>European External Action Service</td>
</tr>
<tr>
<td>EU</td>
<td>European Union</td>
</tr>
<tr>
<td>ESA</td>
<td>European Space Agency</td>
</tr>
<tr>
<td>FOC</td>
<td>Full Operational Capability</td>
</tr>
<tr>
<td>FOM</td>
<td>Figure of Merit</td>
</tr>
<tr>
<td>GLONASS</td>
<td>Globalnaya Navigazionnaya Sputnikovaya Sistema - the Russian Global Navigation Satellite System</td>
</tr>
<tr>
<td>GMS</td>
<td>Galileo Ground Mission Segment</td>
</tr>
<tr>
<td>GNSS</td>
<td>Global Navigation Satellite System</td>
</tr>
<tr>
<td>GPS</td>
<td>Global Positioning System – the US Global Navigation Satellite System</td>
</tr>
<tr>
<td>GRSP</td>
<td>Galileo Reference Service Provider</td>
</tr>
<tr>
<td>GRC</td>
<td>Galileo Reference Centre</td>
</tr>
<tr>
<td>GSA</td>
<td>European GNSS Agency (the terms “the Agency” and/or “the Contracting Authority” may also be used to refer to the European GNSS Agency)</td>
</tr>
<tr>
<td>GSMC</td>
<td>Galileo Security Monitoring Centre</td>
</tr>
<tr>
<td>GSOp</td>
<td>Galileo Service Operator</td>
</tr>
<tr>
<td>IGS</td>
<td>International GNSS Service</td>
</tr>
<tr>
<td>ITAR</td>
<td>International Traffic in Arms Regulations</td>
</tr>
<tr>
<td>KPI</td>
<td>Key Performance Indicator</td>
</tr>
<tr>
<td>MS</td>
<td>EU Member State</td>
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<td>NDA</td>
<td>Non-Disclosure Agreement</td>
</tr>
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<td>OLAF</td>
<td>European Anti-Fraud Office</td>
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<td>OS</td>
<td>Open Service</td>
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<td>OSPF</td>
<td>Orbitography and Synchronisation Processing Facility</td>
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<tr>
<td>PRS</td>
<td>Public Regulated Service</td>
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<td>PSC</td>
<td>Personal Security Clearance</td>
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<td>SAB</td>
<td>Security Accreditation Board for European GNSS Systems</td>
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<td>SAL</td>
<td>Security Aspects Letter</td>
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### 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.

<table>
<thead>
<tr>
<th>Ref. no</th>
<th>Title</th>
<th>Coordinator / Group leader in consortium tender</th>
<th>In case of a consortium - all partners in a consortium</th>
<th>Single or Main tenderer</th>
<th>Subcontractor</th>
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## Annex I - Tender Specifications

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<th>Single or Main tenderer</th>
<th>Subcontractor</th>
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### 7 Applicable and Reference Documents

#### 7.1 Applicable Documents

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<td>AD-2.</td>
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## Annex I - Tender Specifications

### Reference Documents

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<td>RD-6.</td>
<td>TGVF Operations Manual</td>
<td>GAL-MAN-GMV-TGVFFOC-5000</td>
<td>1.1</td>
<td>UNCLA</td>
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<td>RD-7.</td>
<td>P3RS2 receiver manual</td>
<td>Not available yet. To be provided at KO</td>
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