



EUROPEAN COMMISSION
DIRECTORATE-GENERAL ENERGY AND TRANSPORT

Brussels, 10 August 2009

INVITATION TO TENDER No. TREN/G3/221-1-2009

(Open procedure)

Dear Sir/Madam,

1. The European Commission invites tenders for a service contract for the provision of a study titled: "Galileo Operating Company Service Centre and Safety of Life Service Centre Definition Study"

This invitation to tender follows the publication of:

- the contract notice in OJEU S 151-220295 of 08/08/2009

2. If you are interested in this Contract, you must submit a tender in **triplicate**, in one of the official languages of the European Union. In addition, you are requested to equally insert in the tender package an electronic version of the full tender.

Tenders must be:

- (a) **either sent by registered mail or by private courier**

The tender must be sent by registered mail or by private courier, dispatched not later than 21/09/2009 (the postmark or the receipt issued by the courier service serving as proof of the dispatch) to the following address:

By registered mail

European Commission
Directorate-General Energy and Transport
DM 28 - 0/110 - Archives
B-1140 Brussels
Belgium

By private courier

European Commission
Directorate-General Energy and Transport - DM 28 - 0/110
Avenue du Bourget, 1
B-1140 Brussels (Evere)
Belgium

(b) **or delivered by hand**

Tenders must be delivered by hand at the **Central Mail of the European Commission** by 21/09/2009 **not later than 4 p.m.** (Brussels time), at the following address:

European Commission
Directorate-General Energy and Transport – DM 28 0/110
Avenue du Bourget, 1
B-1140 Brussels (Evere)
Belgium

In this case, a receipt must be obtained as proof of submission, signed and dated by the official in the Commission's central mail department who took delivery. The department 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 and Commission holidays.

3. Tenders must be placed inside two sealed envelopes, one inside the other. **The inner envelope should be marked:**

<p>Call for tenders No. TREN/G3/221-1-2009 <u>not to be opened by the internal mail department</u> DM 28 0/110</p>

If self-adhesive envelopes are used, they must be sealed with adhesive tape and the sender must sign across this tape.

The non-compliance with these formal conditions will entail the rejection of the tenders at the opening session.

4. Tenders will be opened at 16h00 on 01/10/2009, at 28 Rue De Mot (Directorate-General Energy and Transport, mail department, ground floor, office 110 1040-Brussels).
- This opening session will be public. Each tenderer may be represented by not more than one person. At the end of the opening session, the Chairman of the opening committee will indicate the name of the tenderers and the decision concerning the admissibility of each offer received. The prices mentioned in the bids will not be communicated.
5. The specification, listing all the documents that must be produced in order to tender, including supporting evidence of economic, financial, technical and professional capacity and the draft contract are attached.
6. Tenders must be signed by the tenderer or his duly authorised representative and perfectly legible so that there can be no doubt as to words and figures.
7. Validity period of the tender: six months as from the final date for submission of tenders mentioned under point 2 above.
8. Submission of a tender implies acceptance of all the terms and conditions set out in this invitation to tender, in the specification, in the draft contract and, where applicable, waiver of the tenderer's own general or specific terms and conditions. The terms and conditions are

binding on the tenderer to whom the contract is awarded during the performance of the contract.

9. Contacts between the awarding authority and tenderers are prohibited throughout the procedure except in exceptional circumstances and under the following conditions only:

Before the closing date for submission of tenders

- At the request of the tenderer, the awarding authority may provide additional information solely for the purpose of clarifying the nature of the contract.

Requests for additional information must be sent in writing not later than six calendar days before the closing date for submission of tenders to the following address:

Mr Javier Pérez Bartolomé
European Commission
DM 28 - 04/090
B-1049 Brussels
Belgium

Fax + 32 2 299 83 32

E-mail: TREN-G5-CALL-FOR-TENDERS@ec.europa.eu

- The Commission may, on its own initiative, inform interested parties of any error, inaccuracy, omission or any other material shortcoming in the text of the tender documents.

Further information, including questions and answers will be posted on the Directorate-General Energy and transport website (DG TREN). Tenderers are invited to consult this site regularly until the deadline for submission.

After the opening of tenders

If a tender requires clarification, or if there is a need to correct material errors which have occurred in the drafting of the tender, the Commission may take the initiative and contact the tenderer(s). Such contact shall not lead to the conditions of the tender being altered in any way.

10. This invitation to tender is in no way binding on the Commission. A commitment will come about only when a contract with the successful tenderer has been signed.

Until a contract is signed, the awarding authority may decide not to award a contract or to cancel the tendering procedure, without the candidates or tenderers being entitled to claim any compensation. Where appropriate, the decision will be substantiated and brought to the attention of the tenderers.

11. Tenderers will be informed of whether their tenders have been accepted or rejected.

12. The follow-up of your response to the invitation to tender will require the recording and further processing of personal data (i.e. name, address, CV, etc.). This data will be processed in accordance with the requirements of Regulation (CE) 45/2001 on the protection of individuals with regard to the processing of personal data by Community institutions and bodies and on the free movement of such data. Unless if otherwise stated, replies to questions and personal data requested are necessary for the purpose of assessing your tender (according

to the specifications of the invitation to tender) and will only be processed within DG TREN as data controller, for this purpose. You may, upon request, have your personal data sent to you and rectify any inaccurate or incomplete particulars. Should you have any queries concerning the processing of your personal data, please address them to the entity acting as data controller within DG TREN. As regards the processing of your personal data, you have the right to bring the matter before the European Data Protection Supervisor at any time.

13. 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 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 Commission.

Candidates or tenderers and, if they are legal entities, persons who have powers of representation, decision-making or control over them, are informed that, should they be in one of the situations mentioned in:

- the Commission Decision of 16.12.2008 on the Early Warning System (EWS) for the use of authorising officers of the Commission and the executive agencies (OJ, L 344, 20.12.2008, p. 125), or

- the Commission Regulation of 17.12.2008 on the Central Exclusion Database – CED (OJ L 344, 20.12.2008, p. 12),

their personal details (name, given name if natural person, address, legal form and name and given name of the persons with powers of representation, decision-making or control, if legal person) may be registered in the EWS only or both in the EWS and CED, and communicated to the persons and entities listed in the above-mentioned Decision and Regulation, in relation to the award or the execution of a procurement contract or a grant agreement or decision.

Yours faithfully,

(Signed)

Fotis Karamitsos
Director

TENDER SPECIFICATIONS
ATTACHED TO THE INVITATION TO TENDER

**Invitation to tender No. TREN/ G3/221-1-2009 concerning
Galileo Operating Company Service Centre and Safety of Life Service Centre
Definition Study**

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I. SPECIFICATIONS

I.1. Introduction

The Galileo programme aims at deploying and operating a Space-Based infrastructure which will provide the following main services:

- an Open Service (OS), to be implemented through three navigation signals separated in frequency. The Open Service shall provide position and timing performances. Performance shall be competitive with, and complementary to GPS, in order to enable dual constellation usage.
- a Safety of Life (SoL) Service. The Safety of Life Service shall provide global integrity with a defined time to alarm limit. Integrity data shall be included as part of the open service signals.
- a Commercial Service (CS). Encrypted data shall be available within the open signals to provide a commercial service. This service shall also provide access to a fourth navigation signal in a separated frequency.
- Public Regulated Service (PRS). This service shall provide position and timing to specific government-designated users requiring a high continuity of service. Two navigation signals with encrypted ranging codes and data shall be provided. Access to this service shall be controlled.
- Search and Rescue (SAR) Services. Galileo shall improve the time to detection and the accuracy of location of distress beacons over the current Search and Rescue services provided by COSPAS-SARSAT. It shall also provide an acknowledgement to the user of receipt of the distress message.

Besides the services delivered to the non-regulated Galileo user community through the Galileo Signal In Space (SIS), additional information and services shall be offered to Galileo users through dedicated communication channels. These dedicated communication channels are in principle necessary in order to:

- § Provide the official communication channel between the Galileo non-regulated users and customers and the Galileo operator.
- § Provide the official reference up-to-date information on the Galileo system and service status.
- § Support the controlled distribution of commercial added value products through the implementation of exclusive user interfaces.
- § Collect commercial data coming from service providers for their broad dissemination via the Galileo SIS.

The elements of the Galileo infrastructure which are intended to provide these services including direct interfacing capabilities are the so-called Service Centres (SC), namely the Galileo Operating Company SC (GOC-SC) and the Safety of Life SC (SoL-SC).

Due to the relevance of the mission of the GOC-SC and the SoL-SC for the Galileo Service provision, the Public Sector must ensure the readiness of operational versions of these two facilities right on time before any of the Galileo SIS based services is declared operational.

I.2. Purpose of the contract

The objective of the study is to undertake the engineering definition activities for the GOC-SC and the SoL-SC, which include, among other tasks, the development of the operation concept, mission and system requirements specification and the high level architectural design. Initial prototyping activities for the GOC-SC has been performed in the frame of a FP6 project and shall be consolidated in order to reach a fully mature definition state.

It is intended to use the outcome of this present study to later procure the development and the implementation of these centres. The procurement of these facilities is outside the scope of these tender specifications. They will be procured in the frame of another contract.

The implementation of the GOC-SC is required to support the early provision of Galileo Services (as soon as a relevant part of the infrastructure has been deployed) and to support the definition of Galileo Commercial Service provision schemes/scenarios.

The definition of the SoL-SC is also necessary in order to have all service provision elements necessary for SoL exploitation by the time the Galileo SoL service will be declared operational. Before this date, the SoL-SC will be used to tailor the products requested by the different SoL user communities.

This contract includes the execution of the following tasks:

Task 1: Mission Consolidation and development of Operational Scenarios (T0, T0+3)

Task 2: GOC-SC and SoL-SC System Specification (T0+2, T0+4)

Task 3: GOC-SC and SoL-SC System Design (T0+3, T0+6)

Task 4: GOC-SC and SoL-SC Implementation Approach (T0+6, T0+8)

Task 5: Integration of EGNOS services in GOC-SC/SoL-SC (T0, T0+8)

The project logic for the performance of the aforementioned tasks is shown in the following chart

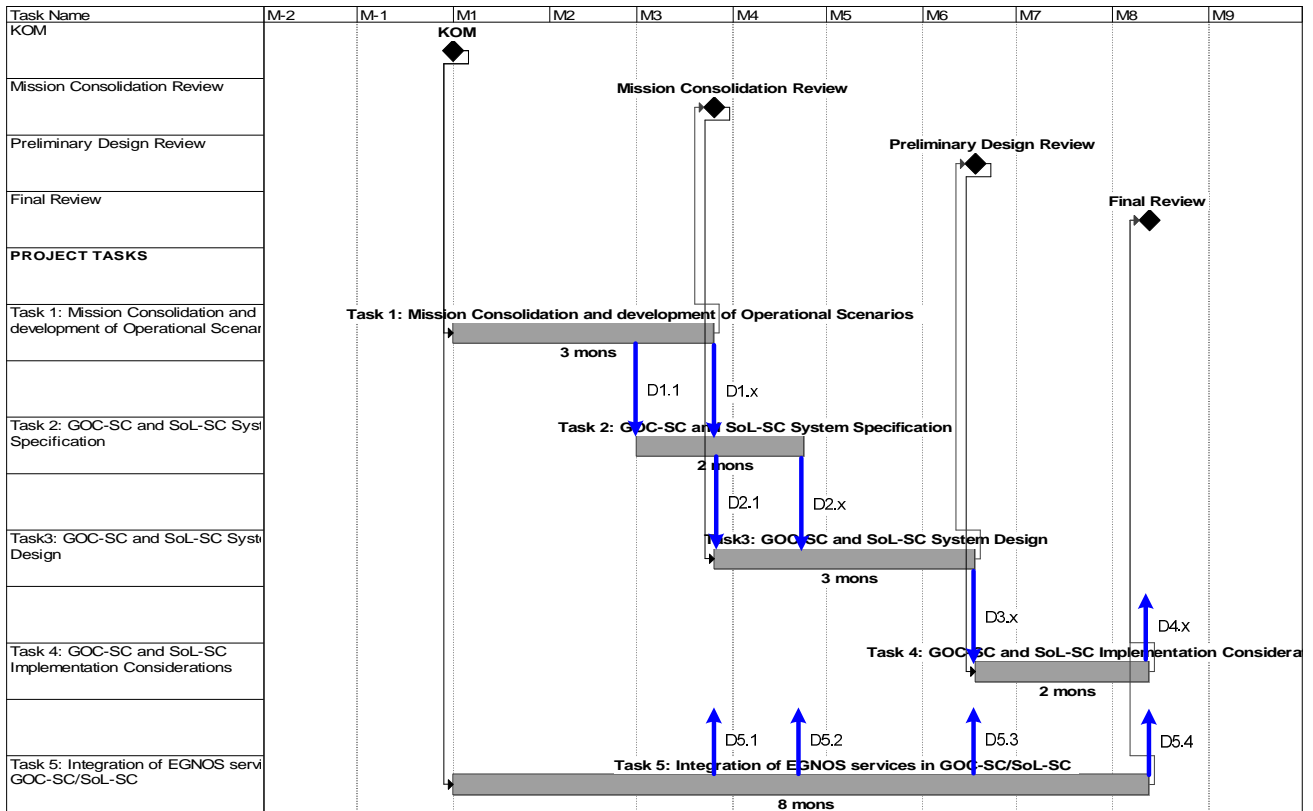


Figure 1 Project Logic

The activities associated with these tasks are described with further detail in the following sections.

I.3. References

Reference	Title
[RD 1]	European GNSS Programme Security Instructions
[RD 2]	EGNOS Operations User Support Website http://194.224.177.81/
[RD 3]	USCG Navigation Centre NAVCEN Website www.navcen.uscg.gov/gps/default.htm
[RD 4]	FAA WAAS Test Team Website www.nstb.tc.faa.gov/
[RD 5]	GARMIS Service Centre Use Cases
[RD 6]	GARMIS Service Centre Requirements
[RD 7]	GARMIS Service Centre Architectural Design
[RD 8]	GARMIS Service Centre Security Architecture
[RD 9]	GARMIS Service Centre – User Community ICD
[RD 10]	GARMIS Service Centre Installation Operations and Maintenance
[RD 11]	Ground Mission Segment to Service Centre ICD
[RD 12]	Galileo Mission Segment External Interface Requirements
[RD 13]	DCN2843 "Update of GMSExtIRD for FOC phase"
[RD 14]	EGNOS ASQF Interfaces Control Document
[RD 15]	EGNOS ASQF Operational and user manual volume
[RD 16]	EDAS Definition study report extended with architectural design
[RD 17]	EGNOS data access system technical requirements document
[RD 18]	EDAS Client SW ICD
[RD 19]	EDAS Client SW User Manual

Reference	Title
[RD 20]	Prototype Galileo Geodetic Service Provider ICD
[RD 21]	Fidelity - Prototype Galileo Time Service Provider ICD
[RD 22]	Galileo SAR service support Tender Specifications

Table 1 List of Reference Documents

It is noted that most of the documents referenced and appearing in Table 1 are not publicly available and the EC will only provide access to these documents (full or limited to the contents relevant to this call) to the tenderer awarded with the contract at Kick-Off meeting under the terms of a Non Disclosure Agreement (NDA) to be signed between the EC and the Contractor. In case of subcontracting, the Contractor will have to ensure the NDA-related rights and obligations are passed on to subcontractors should subcontractors be granted access to documents covered by the NDA agreed upon (in writing) between EC and Contractor. **The only inputs necessary and available for the preparation of the technical proposal in response to the present call for tender will be the present tender specifications, the Galileo Programme Security Instruction [RD 1], and the internet references [RD 2], [RD 3] and [RD 4] provided in the list above and available on the DG TREN Website:**

(http://ec.europa.eu/dgs/energy_transport/tenders/2009_en.htm).

The most relevant items of GCC – GOC-SC interface product catalogue defined in [RD 11] are indicated in section I.5.6.

I.4. List of Acronyms and Abbreviations

ADD	Architectural Design Document
ASQF	Application Specific Qualification Facility
CDDS	Commercial Data Dissemination Service
CDR	Critical Design Review
CS	Commercial Service
DJF	Design Justification File
DOP	Dilution Of Precision
EC	European Commission
EDAS	EGNOS Data Access Server
EGNOS	European Geostationary Overlay System
ESA	European Space Agency
EU	European Union
FAA	Federal Aviation Administration
FOC	Full Operational Capability
FP6	EC 6 th research Framework Programme
FR	Final Review
GCC	Galileo Control Centre
GOC-SC	Galileo Operating Company Service Centre
GST	Galileo System Time
H/VNSE	Horizontal/Vertical Navigation System Error
ICD	Interface Control Document
IOV	In Orbit Validation
IT	Information Technologies
ITT	Invitation To Tender
ITRF	International Terrestrial Reference Frame
KOM	Kick Off Meeting

GCC	Galileo Control Centre
GNSS	Global Navigation Satellite System
GSF	Galileo Service Facilities
GSP	Geodetic Service Provider
GSS	Galileo Sensor Station
MCR	Mission Consolidation Review
MRD	Mission Requirements Document
NAVCEN	Navigation Centre
NAGU	Notice Advisory to Galileo Users
NDA	Non Disclosure Agreement
NOTAM	NOTice To AirMen
OS	Open Service
PDR	Preliminary Design Review
PRS	Public Regulated Service
RAMS	Reliability Availability Maintainability and Safety
R&D	Research and Development
ROM	Rough Order of Magnitude
SAR	Search And Rescue
SC	Service Centre
SF	Service Facilities
SIS	Signal In Space
SISE	Signal In Space Error
SoC	Statement of Compliance
SoL-SC	Safety of Life Service Centre
SRD	System Requirements Document
SW	Software
UTC	Universal Time Coordinated
TBC	To Be Confirmed
TBD	To Be Defined
T0	KOM date
TSP	Time Service Provider
USCG	United States Coast Guard
WAAS	Wide Area Augmentation Service
WBS	Work Breakdown Structure
WRT	With Respect To

I.5. GOC-SC and SoL-SC Description

I.5.1. General context and boundaries

During the definition phase of the Galileo system, the GOC-SC was incepted as the element of the Galileo infrastructure providing a centralised interface between the broad Galileo OS, CS and SoL user communities and the Galileo system infrastructure and operator for the provision of specific services beyond the SIS.

The original mission scope of the GOC-SC has to be partially revisited in the frame of this study due to new requirements that have materialized since the initial Galileo definition. On the one hand, new implementation requirements have been adopted after the EU Council of Transport held on November 2007. These requirements call for the deployment of a Galileo Safety of Life Service Centre (SoL-SC) in Madrid. On the other hand, the original GOC-SC service portfolio has to be

extended to cover new features such as the dissemination of real time Galileo data and the provision of services targeting the Galileo SAR and the general scientific/professional user community.

As part of this study, the original mission envelope for the GOC-SC and SoL-SC has to be further consolidated and the retained services and functionalities have to be consistently apportioned between the GOC-SC and the SoL-SC. Then, an optimal implementation solution considering both facilities has to be developed.

The following diagram shows a graphical representation of the study context.

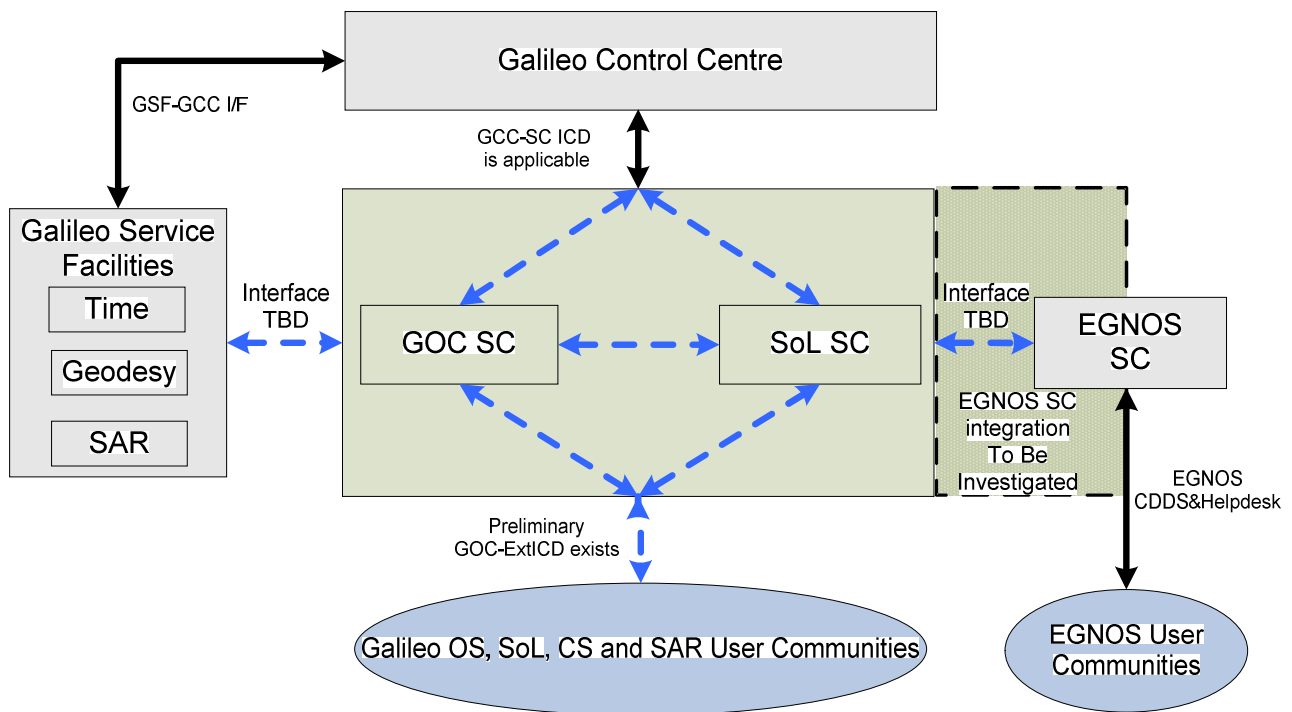


Figure 2 GOC-SC and SoL-SC concept - Context and system boundaries

The purpose of the study is to consolidate the operational concept, preliminary design and technical specification of the elements contained in the central box, namely the GOC-SC and the SoL-SC, including their interfaces with the rest of the infrastructure. The diagram shows the environment of the system and the main external actors which interface or might interface with the GOC-SC and/or the SoL-SC:

- The Galileo Control Centre (GCC) which is part of the Galileo System and provides among others the following functionalities:
 - § A centralised interface between the Galileo system infrastructure and the Galileo operator and external entities (e.g. service facilities) and actors (e.g. external added value service providers)
 - § Online monitoring and control for any Galileo satellite
 - § Online monitoring and control of the Galileo ground segment's assets (e.g. uplink antennae, sensor stations, etc)
 - § Galileo mission support, computation of Galileo navigation and integrity messages to be broadcast by the constellation and data dissemination management
 - § Galileo online and offline mission monitoring (incl. service performance) and planning
- The Galileo Service Facilities (Time, Geodesy and SAR) which support the provision of the Galileo services.

- § The Galileo Time Service Provider (TSP) will provide the Galileo system with a prediction model of the offset between the internal Galileo System Time (GST) and the international UTC timescale. Further to that, the Galileo TSP will provide steering commands to keep GST aligned to the UTC timescale within a specific threshold.
- § The Galileo Geodetic Service Provider will provide the Galileo system with the inputs to ensure the consistency of the Galileo Terrestrial Reference Frame (GTRF) and the International Terrestrial Reference Frame (ITRF) within the established limits.
- § The Galileo SAR Service Provider will coordinate the existing MEOLUT facilities in order to guarantee a full European coverage of the Galileo SAR detection and localisation service. Furthermore it will centralise the collection of acknowledgment messages transmitted by the rescue centres and will relay them to the Galileo system for real time dissemination through the Galileo Signal In Space.
 - The element of the EGNOS system infrastructure providing similar or equivalent functionalities as the GOC-SC/SoL-SC (see section I.6.5 for further details). They will be referred as the EGNOS Service Centre (EGNOS-SC).
 - The Galileo non-regulated user communities.

The black arrow indicates that the common GOC-SC/SoL-SC interface with the Galileo system has been already defined and consolidated, and is currently implemented as part of the Galileo IOV phase activities. Changes to the current interface specification might be eventually introduced in case a solid justification exists. The blue dashed arrows indicate that the interfaces between the connected elements have not been yet specified, nor consolidated.

I.5.2. Previous activities

A preliminary GOC-SC prototype has been developed in the frame of the FP6 GARMIS project. The available documentation concerning the specification of the GOC-SC prototype will be provided to the contractor at the KOM as required. Nevertheless it is necessary to stress and remind tenderers that the mission range and functionalities of the new GOC-SC and SoL-SC are expected to be extended with respect to the prototype developed by GARMIS.

I.5.3. Initial catalogue of GOC/SoL-SC Services and Functions

A number of functionalities required to support provision of Galileo services have been already identified and allocated either to the GOC-SC or SoL-SC by the Galileo programme team. Nevertheless, the allocation proposed in this section has not been fully consolidated and it may differ from the final one depending on the study outcomes.

GOC-SC Preliminary Mission and Functionalities

The GOC-SC covers aspects related to the provision of Galileo services with the exception of the Public Regulated Service (PRS). The following services/functionalities have been identified:

- **Hosting of the Galileo Web portal**
Provides a general description of Galileo System and Services
- **Hosting of electronic library with Galileo reference documents**
- **Hosting of the Galileo User Helpdesk**
Registered users are allowed a privileged access to the helpdesk. Such users are allowed to submit queries to the GOC-SC operator.
The following operational constraints shall apply: The GOC-SC operator collects, screens and processes user queries, feedback and anomaly notifications. It is the only actor entitled

to forward queries to the GCC, It is assumed that the vast majority of the queries can be answered autonomously by the GOC-SC. Only those queries for which the GOC-SC is unable to provide an answer will be escalated to the GCC.

– **Dissemination platform for Galileo related products**

The following products will be made available by the GOC-SC.

- § System Status/Notice Advisory to Galileo Users (NAGU)
- § Service Performance reports/statistics, including measured H/VNSE at GSS sites, DOP, SISE statistics- and forecasts –DOP-
- § Galileo Real Time Data Stream, containing raw ranging observations collected by the Galileo tracking network
- § Galileo broadcast information
- § Disseminate TSP/GSP/SAR products
- § Disseminate SoL related products depending on the eventual implementation approach – *The allocation of this functionality to the GOC-SC will be assessed during the performance of the study. The final allocation will depend on the outcome of this analysis.*

The access policy to each of the products will depend on the user privileges. The products will be either provided by the GCC, the Galileo Service Facilities, and the SoL-SC or generated internally by the GOC-SC.

– **Retrieval and delivery of data archived in the GCC (on demand)**

Exhaustive archiving functionalities for all the Galileo information generated within the Galileo system are already implemented at the GCC and therefore this function does not need to be replicated nor in the GOC-SC neither in the SoL-SC. The GOC-SC is however proposed to be the only entry point to request access to given sets of data archived in the Galileo Control Centre. The GOC-SC will have its own archiving system for internal administration/commercial purposes.

– **Support to management of Commercial/Authentication Services**

- § Hosting and maintenance of the CS users register
- § Management and distribution of E1/E5b message authentication keys
- § Management and distribution of E6 ranging encryption keys
- § Centralisation and management of access to the Galileo data channel on E6 and required sub-functionalities (management of booking of commercial capacity, reporting to users on actual broadcasting, etc)
- § CS data reformatting and uplink planning tool
- § Centralisation of the billing capabilities in relation to all Galileo services but PRS

– **Partial take over of the EGNOS SC mission and functionalities (CDDS, helpdesk, etc) –**

The allocation of this functionality to the GOC-SC will be assessed during the performance of the study. The final allocation will depend on the outcome of this analysis and final confirmation from EC.

SoL-SC Preliminary Mission and Functionalities

The SoL-SC covers Galileo SoL service provision aspects which may include support to GOC-SC and/or to the SoL user communities. The scope of the SoL-SC is not fully consolidated yet. The following mission and functionalities have been initially envisaged for the SoL-SC but their suitability needs to be further assessed in the frame of the study:

– **Hosting of the Galileo SoL-SC web portal**

The allocation of this functionality to the SoL-SC will be assessed during the performance of the study. The final allocation will depend on the outcome of this analysis.

- § In case this functionality is confirmed by the study outcomes, the portal will provide contact information for accessing the GOC-SC web portal

- **Hosting of the Galileo SoL User Helpdesk**
The allocation of this functionality to the SoL-SC will be assessed during the performance of the study. The final allocation will depend on the outcome of this analysis.
 The following operational constraints shall apply: Registered users are allowed a privileged access to the helpdesk. The SoL-SC Helpdesk collects feedback from SoL users and gives first level answers; in case SoL-SC operator is not able to answer a query, the query will be escalated to the GOC-SC.
- **Computation/Formatting of Galileo SoL related products**
 - § SoL Service Status customized for different types of user communities (e.g. NOTAM like prediction capability for aviation, etc)
 - § Additional user customized Galileo SoL service Performance reports/statistics
- **Dissemination platform of Galileo SoL related products**
The allocation of this functionality to the SoL-SC will be assessed during the performance of the study. The final allocation will depend on the outcome of this analysis. This service could be centralised at GOC-SC
 - § Real Time Galileo SISMA/Integrity Flags data
- **Hosting and maintenance of the SoL user register**
The allocation of this functionality to the SoL-SC will be assessed during the performance of the study. The final allocation will depend on the outcome of this analysis. This service could be centralised at GOC-SC
- **Enable synchronisation of administrative data with GOC-SC so as to support the implementation of billing/fee collection orders**
The allocation of this functionality to the SoL-SC will be assessed during the performance of the study. The final allocation will depend on the outcome of this analysis. This service could be centralised at GOC-SC
- **Partial take over of the EGNOS SC mission and functionalities**
The allocation of this functionality to the SoL-SC will be assessed during the performance of the study. The final allocation will depend on the outcome of this analysis and final confirmation from EC.

This preliminary definition is expected to be critically reviewed by the contractor with the objective to complete a fully consolidated functional allocation by the end of the study phase.

1.5.4. Architectural Design and Implementation Approach

During the design phase of the study, a few reasonable implementation scenarios will be assessed against technical and system operational/exploitation considerations. The purpose of this approach is to ensure that the final architecture of the system is tailored to the technical and operational needs. Two preliminary examples of implementation scenarios which might be assessed are presented hereafter.

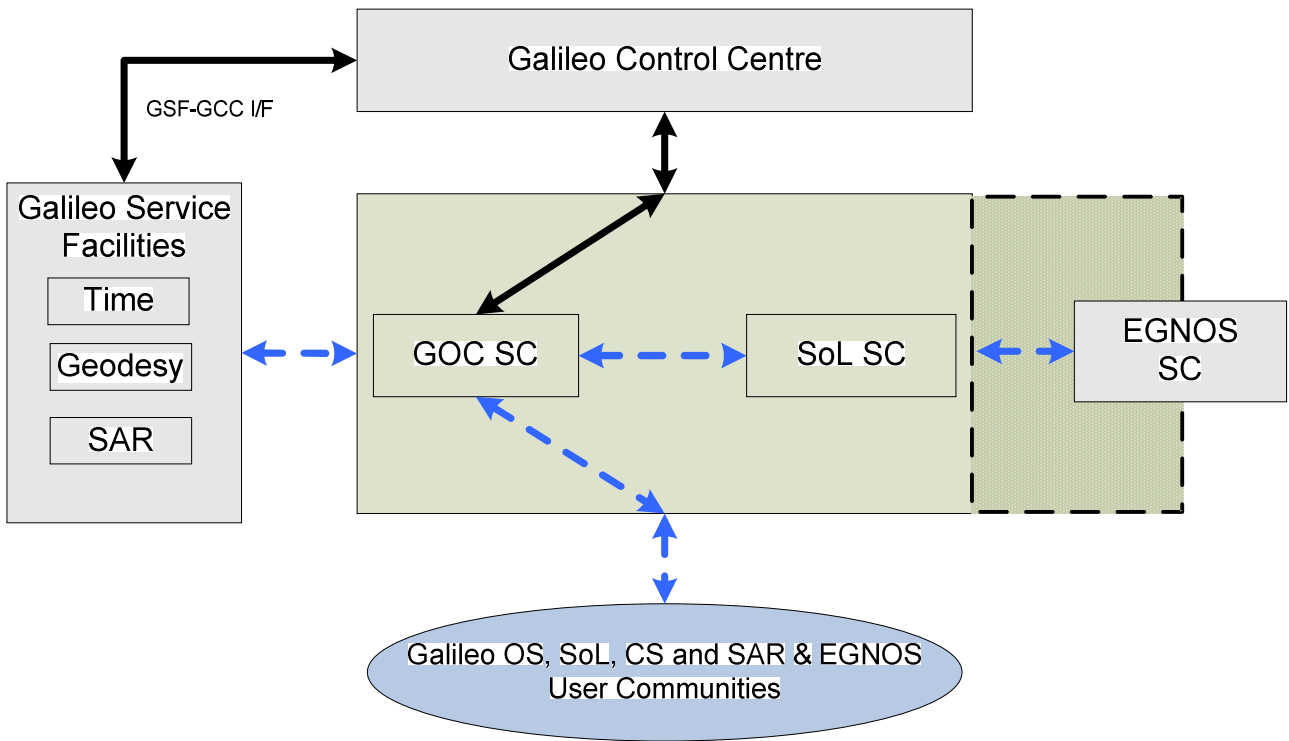


Figure 3, Scenario 1 – "Star-Based" Architecture

In this scenario 1, the GOC-SC centralises all the external interfaces (Galileo Control Centre, Galileo Service Facilities and user communities) and becomes the only external interface vis-à-vis the Galileo and EGNOS user communities. The SoL-SC interfaces exclusively with the GOC-SC (and maybe with the EGNOS SC) and is the competence centre for SoL products generation and investigation but it does not directly interface with end users.

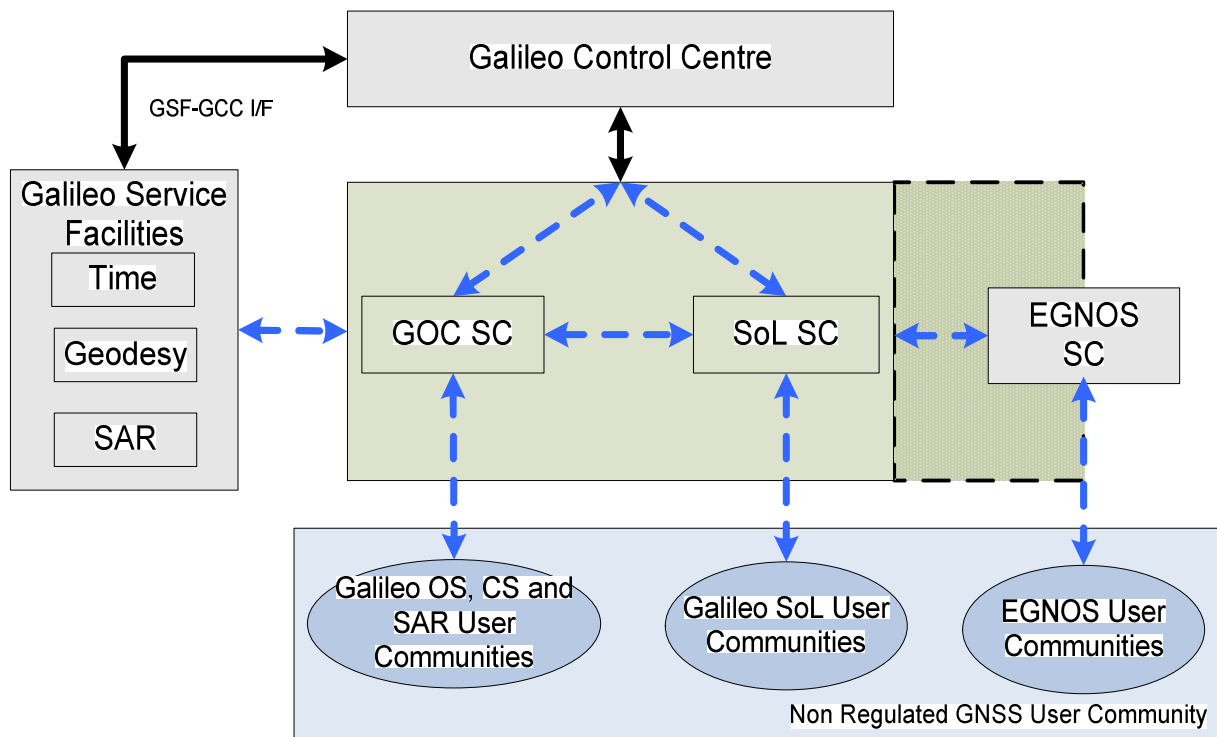


Figure 4, Scenario 2 – "Mesh-Based" Architecture

Unlike scenario 1, the main feature of scenario 2 is the division of the Galileo user interfaces between the GOC-SC and the SoL-SC. In this case, the SoL-SC interfaces directly the Galileo SoL user communities and provides end services to them. It also considers the existence of a direct link between the SoL-SC and the GCC basically intended to support the distribution of real time integrity data.

The assessment of these and other alternative implementation scenarios shall be part of the activities to be undertaken by this study.

1.5.5. General requirements

The following requirements shall be taken into account during the development of the activities.

- The GOC-SC and SoL-SC operational role and functionalities shall be developed with a view to avoid duplication or overlap between the assignments of the GOC-SC/SoL-SC operator, the Galileo system operator (e.g. archiving, service failure detection isolation and recovery tasks), and the Galileo Programme and System Manager assignments (such as GNSS engineering/simulation capabilities supporting the programme evolution or supporting an independent Galileo/EGNOS service performance analysis)
- A step-wise deployment and operation of the GOC-SC and SoL-SC shall be considered, synchronised with the planned deployment of the different Galileo services.
- Security aspects concerning the implementation of protection mechanism against unwanted system intrusion, not only the GOC-SC and SoL-SC but the Galileo system itself, and protection of commercial contents shall be addressed as part of the activities.
- The Contractor shall isolate the subsystems of the GOC-SC/SoL-SC dealing with non-public/classified information and develop and justify the security architecture of the GOC-SC and SoL-SC.

1.5.6. Existing GCC – GOC-SC Interface Product Catalogue

EXCHANGED DATA	LATENCY
E6 Security Attributes (CS Encryption Keys)	Non Real Time
E1/E5b Security Attributes (Authentication Keys)	Non Real Time
Information related to CS and Authentication protection	Non Real Time
Galileo almanac data	Non Real Time
Galileo navigation data (Navigation message parameters as described in the Galileo OS SIS ICD)	Non Real Time
Galileo Integrity data	Real Time
High precision Clock, Ephemeris and Iono resituated data.	Non Real Time
Daily service performance reports: -Service coverage -Service availability -Global DOP analysis -Positioning performance -Time transfer performance	Non Real Time
Daily range domain performance reports: -Per satellite SISE performance -Per satellite range rate performance	Non Real Time
Long term (monthly-yearly) service performance reports: -Service coverage	Non Real Time

-Service availability -Global DOP analysis -Positioning performance -Time transfer performance	
Long term (monthly-yearly) range domain performance reports: -Per satellite SISE performance -Per satellite range rate performance	Non Real Time
Daily service performance predictions (three days in advance covering a period of 24 hours)	Non Real Time
System short term status and availability information (NAGUs)	Non Real Time
Galileo and GPS code and phase measurements (1Hz) and broadcast data	Real Time
Commercial Data dissemination report	Non Real Time
Information on satellites regional coverage to support Commercial Data dissemination	Non Real Time

Table 2 GCC to GOC-SC Data Flows

EXCHANGED DATA	LATENCY
Commercial data to be disseminated within the Galileo CS E6 signal	Real Time
Information related to CS and Authentication protection	Non Real Time
Request from the GOC-SC to obtain particular data/reports from GCC or to introduce new products in the catalogue	Non Real Time
Notification obtained from GOC-SC User Anomaly Reports and provided to GCC	Non Real Time

Table 3 GOC-SC to GCC Data Flows

I.6. Tasks

I.6.1. TASK 1 – Mission Consolidation and development of Operational Scenarios

I.6.1.1. Description

The objective of this task is to develop and consolidate several mission and operational aspects of the GOC-SC and the SoL-SC prior to the development of the systems' specification.

With regards to the mission consolidation, the first activity to be performed is an in depth analysis of the potential services to be provided by the GOC-SC and the SoL-SC as anticipated in section I.5.1. This activity shall be complemented and supported by an analysis of the USCG-NAVCEN and the FAA navigation service centres operational civil service centres which provide support to maritime and aerial navigation operations based on the GPS civil signals.

Once the service portfolio has been consolidated, the system functionalities will be identified and allocated either to the GOC-SC or to the SoL-SC. The apportionment of functions shall follow certain criteria, in line with the preliminary guidance provided in section I.5.3 and the general requirements specified in section I.5.5 and also take into account that performance requirements (e.g. availability) concerning SoL services might be one or two orders of magnitude more stringent than for commercial services. This subtask will be performed in an iterative way. The preliminary functional allocation will be assessed against different architectural scenarios (two high level sample scenarios can be found in section I.5.4 of this Tender Specifications) and traded-off against technical and operational considerations (e.g. the latency requirement for a given service).

As part of the definition of the scenarios, the contractor should analyse and select the most appropriate data flows depending on the case. One of the technical considerations to be appraised in the analysis will be the overall complexity of the interface design among the different elements considered in Figure 2. The rationale followed in the allocation of the different functionalities will be provided in a justification file.

The contractor shall recommend the most suitable implementation scenario according to the outcomes of the trade-off analysis. This scenario will be validated by the customer at the MCR milestone and it will become the only reference for the subsequent tasks.

The work performed in the mission consolidation aspects will be further complemented with an analysis of the main operational scenarios and/or use cases of the GOC-SC and SoL-SC. This activity encompasses the identification of the tasks to be performed by the GOC-SC operator (respectively SoL-SC operator) to ensure the provision of external services. The use cases are intended to describe the main operational scenarios providing details about the main procedures, processes and actors involved. The purpose of developing these use cases is to ensure a common understanding on the technical aspects concerning the provision of a given service and the identification of support functions which might have been ignored earlier. The use of a formal system architectural framework description for the performance of this subtask is highly recommended.

In particular, the study shall investigate the potential synergies among the EGNOS ASQF, the EGNOS NOTAM tool, EGNOS CDDS and the Galileo GOC-SC/SoL-SC concept (further details are provided in section I.6.5). An operational scenario assuming the complete or partial take-over of the EGNOS SC mission and functionalities by the Galileo SoL-SC will be critically analysed and traded-off against technical and operational considerations.

The study shall also consider managing information from other GNSS systems, with special attention on interoperability features, to facilitate their combined use with Galileo.

The task will be concluded after successful close-out of the MCR milestone review.

1.6.1.2. Deliverables related to Task 1

Ref	Title	Delivery	Comments
D1.1	Consolidation of GOC-SC and SoL-SC Mission and Functional Requirements - Draft	T0+2 months	Interim Delivery Covers GOC-SC mission and functional requirements concerning support to Galileo OS and SAR services and RT Galileo data dissemination
D1.2	Consolidation of GOC-SC and SoL-SC Mission and Functional Requirements	T0+3 months	Final Version Mission and Functional requirements inherited from EGNOS SC will be clearly identified
D1.3	GOC-SC/SoL-SC Implementation Analysis and Functional Allocation Justification	T0+3 months	Provides traceability to D1.2
D1.4	GOC-SC Operational Scenarios and Use Cases	T0+3 months	
D1.5	SoL-SC Operational Scenarios and Use Cases	T0+3 months	

1.6.2. TASK 2 – GOC-SC and SoL-SC System Specification

1.6.2.1. Description

The purpose of this task is the definition of the system requirements baseline of the GOC-SC and the SoL-SC. The specification to be developed shall ensure the compliance of the GOC-SC and SoL-SC mission and the operational scenarios defined in the previous task.

The implementation of the GOC-SC is to be staggered (in line with the Galileo service deployment as specified in section I.5.5). Nevertheless a single and fully consistent requirement baseline will be developed. At least two stages of deployment shall be considered. The first release of the GOC-SC shall ensure compliance to those system requirements which cover all mission aspects dealing with the provision of Galileo OS and SAR services and the real time Galileo data dissemination services. The second and definitive GOC-SC release shall extend the capabilities of the previous release to complete the mission coverage defined in task 1.

Unlike the GOC-SC, the implementation of the operational SoL-SC is expected to be performed in a single development stage synchronised with the deployment of the last GOC-SC system release.

The specification of the GOC-SC and SoL-SC shall include requirements covering at least the following areas:

- § Functional aspects
- § Interfaces, covering data flows with actors depicted in Figure 2 and the system's operator
- § Performance aspects such as required data throughput, maximum service capacity, subsystem dimensioning (archive needs), ...
- § RAMS
- § Logic and commercial security concerning both GOC-SC/SoL-SC protection and Galileo to GOC-SC/SoL-SC I/F protection
- § Product assurance
- § Operational aspects
- § Implementation aspects

GOC-SC and SoL-SC System requirements derived from EGNOS SC mission will be handled separately (see section I.6.5)

The deliverables produced in the course of this Task will be formally reviewed at the PDR milestone.

I.6.2.2. Deliverables related to Task 2

Ref	Title	Delivery	Comments
D2.1	GOC-SC System Requirements - Draft	T0+3 months	Interim Delivery Provides coverage to Galileo OS, SAR service and real time Galileo data dissemination
D2.2	GOC-SC System Requirements	T0+4 months	Final Version Complete original requirements baseline providing support to Galileo SoL and CS
D2.3	SoL-SC System Requirements	T0+4 months	Covers potential take-over of equivalent EGNOS services. This req. subset will be clearly identified

1.6.3. TASK 3 – GOC-SC and SoL-SC System Design

1.6.3.1. Description

The objective of this task is the definition of the system architecture of the GOC-SC and SoL-SC. The design will rely on the specification developed during the previous activities. The specific engineering activities to be carried out are the following:

- § Develop a logical breakdown of the GOC-SC/SoL-SC in subparts following functional criteria and aiming at reducing the overall complexity.
- § Identify and define the internal data-flows among the different subsystems
- § Define the external GOC-SC/SoL-SC, including description of formats wherever feasible

The design of the GOC-SC shall consider the implementation constraints applicable to this element. As already mentioned, an early operational GOC-SC providing partial functionality is planned to be deployed in an early stage. The design of the fully functional GOC-SC shall keep consistency with the design of the previous GOC-SC system releases. Hence, the proposed design should aim at minimising the overall complexity and required efforts to execute the migration path among consecutive GOC-SC releases.

The design solution to be developed in the frame of this task shall not prevent the eventual integration of the EGNOS SC facilities and the Galileo GOC-SC/SoL-SC in case the study concludes that significant benefits can be obtained.

1.6.3.2. Deliverables related to Task 3

Ref	Title	Delivery	Comments
D3.1	GOC-SC Architectural Design Document	T0+5 months	
D3.2	GOC-SC Interface Control Document	T0+6 months	Covers I/F with Galileo Control Centre, Service Facilities, SoL-SC and user communities (GOC-SC clients). The data flows will be identified and described
D3.3	GOC-SC Design Justification File	T0+6 months	Includes traceability to D2.2. and migration path among the different GOC-SC system releases
D3.4	SoL-SC Architectural Design Document	T0+6 months	
D3.5	SoL-SC Interface Control Document	T0+6 months	
D3.6	SoL-SC Design Justification File	T0+6 months	Includes traceability to D2.3

I.6.4. TASK 4 – GOC-SC and SoL-SC Implementation Approach

I.6.4.1. Description

This task is intended to support the preparation of the GOC-SC/SoL-SC implementation phase. It is expected that at the beginning of this task the design of the GOC-SC and the SoL-SC are sufficiently consolidated to ascertain the level of effort required for their implementation, validation and operation.

The contractor shall develop implementation roadmaps for the GOC-SC and the SoL-SC. The contents of these documents shall include a detailed description of the development and engineering tasks, their duration and their dependencies, from the PDR milestone until the complete system validation and qualification. A master schedule consistent with the FOC service deployment plan will be proposed. As mentioned previously, two operational releases of the GOC-SC are to be considered in the implementation strategy.

The definition of the implementation plans will be complemented with the development of a cost model of the GOC-SC/SoL-SC over the whole systems' lifetime. The cost model shall address independently the non recurrent development, engineering, integration and verification costs incurred until the qualification of the systems, and the operational and maintenance costs foreseen during the exploitation phase. Further to the implementation plan it will be thus necessary to assess the resources (i.e. required staffing) necessary to operate the systems. This estimation will rely upon previous delivered produced previously by Task 1. The developed cost model shall enable the assessment of the Total Cost of Ownership of the infrastructure.

The task will be concluded after successful close-out of the FR milestone review.

I.6.4.2. Deliverables related to Task 4

Ref	Title	Delivery	Comments
D4.1	Analysis on GOC-SC implementation, validation and operational aspects	T0+8 months	Includes GOC-SC implementation roadmap and cost assessment
D4.2	Analysis on SoL-SC implementation, validation and operational aspects	T0+8 months	Includes SoL-SC implementation roadmap and cost assessment

I.6.5. TASK 5 –Integration of EGNOS services in GOC-SC/SoL-SC

I.6.5.1. Description

The objective of this task is to study the potential integration in a single entity of the Galileo GOC-SC/SoL-SC and the analogue EGNOS services (e.g. CDDS, ASQF services and NOTAM services) so to create a single terrestrial interface with the users (end application service providers and/or final customers). As shown in Figure 1 this task runs over the full study length and is intended to complement and support the main activity stream represented by Tasks 1 to 4, covering the aspects concerning the integration of EGNOS SC services.

The EGNOS SC services to be taken into account are those related to:

- § CDDS products dissemination:
 - dissemination in real time of RIMS raw data,

- dissemination in real time of EGNOS augmentation messages,
 - information on current and future health status of the system;
- § ASQF services:
- EGNOS Service Performance Analysis,
 - EGNOS Web page,
 - EGNOS Helpdesk,
- § GNSS NOTAM services:
- Prediction on EGNOS performances in accordance to Civil Aviation standards;

The work to be performed includes the analysis of the available EGNOS SC technical specification (including ASQF, CDDS and NOTAM documentation) and the development of different scenarios proposing different level of service integration among the GOC-SC, the SoL-SC and the EGNOS SC. If available, lessons learnt from EGNOS experiences will be considered in the definition of the different scenarios.

After the scenario definition, a trade-off analysis will be conducted in order to assess the most suitable solution for an eventual EGNOS - Galileo SC integration. The analysis will be principally based upon technical considerations. The outcomes of this analysis shall be ready for the first project review (MCR). The EC will decide at the MCR the most suitable integration approach based on the available information and other potential constraints. The selected approach will steer the rest of the activities to be performed within this task.

The remaining activities to be performed in the frame of this task deal with complementary system engineering work concerning the accommodation of requirements stemming from the retained GOC-SC/SoL-SC – EGNOS SC integration scenario, and the analysis of implementation consideration. The development of these activities will be phased with the other main study tasks, as suggested by the delivery date indicated in the following table.

I.6.5.2. Deliverables related to Task 5:

Ref	Title	Delivery	Comments
D5.1	Analysis on GOC-SC/SoL-SC – EGNOS SC Operational Scenarios and Integration Strategies	T0+3 months	The different integration approaches will be traded-off against technical considerations
D5.2	Combined GOC-SC/SoL-SC – EGNOS SC System Requirements	T0+4 months	Complements D2.2 and D2.3 with requirement specification to cover combined GOC-SC/SoL-SC/EGNOS mission
D5.3	GOC-SC/SoL-SC – EGNOS SC Integration Architectural Design	T0+6 months	Complements D3.1, D3.2, D3.4 and D3.5 to cover EGNOS integration in design baseline

Ref	Title	Delivery	Comments
D5.4	GOC-SC/SoL-SC – EGNOS SC Integration Implementation Aspects	T0+8 months	Complements D4.1 and D4.2

I.7. Project milestones and meetings

The following meetings will be held between the Contractor and the EC.

Project Milestone	Review	Venue	Objective	Schedule
Kick-Off Meeting	KOM	Brussels	Start of project. Clarify and settle open points and details of the project.	T0
Mission Consolidation Review	MCR	Brussels	Confirm the GOC-SC and SoL- SC mission and use cases developed by the contractor. Select GOC-SC and SoL-SC implementation scenario. Select Galileo/EGNOS SC integration scenario.	T0 + 3 months
Preliminary Design Review	PDR	Brussels	Review critically the design solution proposed by the contractor.	T0 + 6 months
Final Review	FR	Brussels	Present way forward for the GOC-SC/SoL-SC implementation phase.	T0 + 9months

The proposal should take into account the project meetings indicated in the table above and reflect them in the travel costs.

I.8. Reports and documents to produce

Execution of the tasks begins after the kick-off meeting date (T0) but in any case after the Contract enters into force.

A **kick-off meeting** will take place in Brussels, at the latest 15 days following the signature of the contract, in order to settle all the details of the project to be undertaken.

The reports and documents referred to in this section are documents reporting on activities already accomplished and/or to be accomplished and are not to be confused with the technical deliverables which shall be produced during the execution of the contract and which have been specified and listed throughout previous sections.

I.8.1. Project Management Plan

The contractor shall submit the Project Management Plan at the latest 15 days after the date of the kick-off meeting. This document shall include at least:

- § the project team organisation
- § the project schedule,
- § the consolidated work breakdown structure (WBS),
- § the risk management plan,

§ the travel plan.

Ref	Title	Delivery
D6.1	Project Management Plan	T0+15 days

The Commission shall have 20 days from receipt to approve or reject the Project Management Plan. Within 20 days of receiving the EC's comments or request for clarification, the contractor will submit additional information or a modified Project Management Plan.

1.8.2. Progress reports

The contractor shall submit 2 progress reports at "*Mission Consolidation Review*" and '*Preliminary Design Review*' project milestones (see 1.7). Progress Reports shall include at least information about

- § the progress achieved on the different tasks,
- § the planning of the activities until the next project milestone,
- § coordination issues,
- § the ongoing actions,
- § the risk register,
- § the administrative status.

Ref	Title	Delivery
D6.2.x	Progress Report	At the project 2 Milestones listed above

The Commission shall have 20 days from receipt to approve or reject the interim reports and related documents. Within 20 days of receiving the EC's comments or request for clarification, the contractor will submit additional information or another report.

1.8.3. Intermediate Report

Intermediate Report showing progress of the work from the beginning of the project shall be submitted to the Commission 4 months from the date of the kick-off meeting.

The Intermediate Report shall include as a minimum the following items:

- § List of submitted deliverables from T0,
- § status of the work accomplished in the first period, currently performed work and remaining tasks to be accomplished during the second half of the project,
- § problems, limitations or unexpected points, if any, have arisen,
- § risk identification and risk management,
- § coordination issues,
- § meeting attendance since T0 and planning for the second half of the project.

Ref	Title	Delivery
D6.3	Intermediate Report	T0+4 months

The Commission shall have 20 days from receipt to approve or reject the report. Within 20 days of receiving the Commission's observations, the Contractor will submit additional information or a new intermediate report.

I.8.4. Final report

The contractor shall submit a final report to the Commission at the latest 8 months after the date of the Kick-off meeting.

The Final Report shall include as a minimum the following items:

- § List of submitted deliverables from T0,
- § executive summary of the work accomplished,
- § problems, limitations or unexpected points, if any, have arisen,
- § meeting attendance since T0

The Commission shall have 20 days from receipt to approve or reject the draft final report, and the Contractor shall have 20 days in which to submit additional information or a new final report.

Ref	Title	Delivery	Comments
D6.4	Final Report	T0+9months	includes executive summary of the work performed

I.8.5. Report format and publication

3 copies of the reports shall be supplied in paper form and one copy in electronic form, either in MS Word or in HTML format.

The Commission may publish the results of the project. For this purpose, the tenderer must ensure that the project is not subject to any restrictions deriving from intellectual property rights of third parties. Should he intend to use data in the project, which cannot be published, this must be explicitly mentioned in the offer.

I.9. Duration of the tasks

The duration of the tasks shall not exceed 9 months. This period is calculated in calendar days. Duration of the contract is 12 months.

I.10. Place of performance

The tasks will be performed on the Contractor's premises.

Meetings between the Contractor and EC shall be held in Brussels (unless stated otherwise). All cost foreseen in the performance of the project, including travel costs shall be borne by the Contractor.

I.11. Estimate of the amount of work involved

The estimated amount of work for the project is 450 man days.

I.12. Classification of Documents

The study to be delivered in completion of the contract will be classified at RESTREINT UE level. The Contractor and the involved sub-contractors having access to such RESTREINT UE level document shall comply with the requirements contained in the Security Aspect Letter (annexed to the draft contract).

The capacity to handle classified information up to RESTREINT UE level is a selection criterion.

II. TERMS OF CONTRACT

In drawing up his offer, the tenderer should bear in mind the provisions of the draft contract attached to this invitation to tender (Annex 5). Any limitation, amendment or denial of the terms of contract will lead to automatic exclusion from the procurement procedure.

The Commission may, before the contract is signed, either abandon the procurement procedure or cancel the award procedure without the tenderers being entitled to claim any compensation.

Special attention should also be brought to the requirements as contained in the SAL (see Annex III of the draft contract).

II.1. Terms of payment

Payments shall be made in accordance with the provisions specified in Annex 5, the draft service contract

II.2. Financial guarantees

Guarantee on pre-financing

For any pre-financing higher than 100,000 EUR, a financial guarantee equivalent to the amount of the pre-financing will be requested.

Depending on the financial situation of the tenderer, the Commission may ask for the financial guarantee for amounts lower than 100,000 EUR.

II.3. Subcontracting

If the tenderer intends to subcontract part of the service, he shall indicate in his offer which part will be subcontracted and to what extent (% of the total contract value).

Subcontractors having access to documents covered by the NDA agreed between Commission and the Contractor shall equally be subjected by written NDA obligations (See 1.3).

Tenderers must ensure that Article II.17 of the contract (Annex 5) can be applied to subcontractors. Once the contract has been signed, Article II.13 of the above-mentioned contract shall govern the subcontracting. The Contractor shall be responsible for ensuring that all subcontracting activities are undertaken in accordance with SAL provisions.

II.4. Legal form to be taken by the grouping of service providers to whom the contract is awarded (if applicable)

Groupings, irrespective of their legal form, may submit tenders. Tenderers may, after forming a grouping, submit a joint tender on condition that it complies with the rules of competition. Such groupings (or consortium) must specify the company or person heading the project and must also submit a copy of the document authorising this company or person to submit a tender. If awarded, the contract will be signed by the company or the person heading the project, which will be, Vis à Vis the Commission, the only contracting party responsible for the performance of this contract. Tenders from a consortium of firms or groups of service

providers, contractors or suppliers must specify the role, qualifications and experience of each member of the consortium or group. Each member must provide all the necessary documents for assessing the tender as a whole with regard to the exclusion criteria, selection criteria (in their entirety) and award criteria.

III. FORM AND CONTENT OF THE TENDER

III.1. General

Tenders must be written in **one of the official languages** of the European Union. However, and due to the technical nature of the project, tenderers are invited to submit their tenders (or at least the technical part thereof) preferably in **English**.

Tenders must be clear and concise, with continuous page numbering, and assembled in a coherent fashion (e.g. bound or stapled, etc.). Since tenderers will be judged on the content of their written tenders, they must make it clear that they are able to meet the requirements of the specifications.

III.2. Structure of the tender

All tenders must include three sections i.e. an administrative, a technical and a financial proposal.

III.2.1. Section one: administrative proposal

This section must provide the following information, set out in the standard identification forms attached to these tender specifications (Annexes 1, 2 and 3):

- Tenderers' identification (Annex 1)
 - All tenderers must provide proof of **registration**, as prescribed in their country of establishment, on one of the **professional or trade registers** or provide a declaration or certificate.
 - If the tenderer is a natural person, he/she must provide a copy of the identity card/passport or driving licence and proof that he/she is covered by a social security scheme as a self-employed person.

Each tenderer (including subcontractor(s) or any member of a consortium or grouping) must complete and sign the identification forms in Annex 1 and also provide above-mentioned documents. However, the subcontractor(s) shall not be required to fill in or provide those documents when the services represent less than 20% of the contract.

- Financial identification (Annex 2)

The **bank identification form** must be filled in and signed by an authorised representative of the tenderer and his/her banker. A standard form is attached in Annex 2 and a specific form for each Member State is available at the following Internet address:

http://ec.europa.eu/budget/execution/ftiers_en.htm

In the case of a grouping, this form must only be provided by the person heading the project.

- Legal entities (Annex 3)

The legal entity form in Annex 3 must be filled in and should be accompanied by a number of supporting documents, available on the Web site:

http://ec.europa.eu/budget/execution/legal_entities_en.htm

In the case of a grouping, this form must only be provided by the person heading the project.

The Commission reserves the right, however, to request additional evidence in relation to the tender submitted for evaluation or verification purposes within a time-limit stipulated in its request.

Each service provider (including subcontractors) must provide all the information that may be required by the SAL in respect to the management of classified information.

III.2.2. Section Two: Technical proposal

This section is of great importance in the assessment of the tenders, the award of the contract and the future execution of any resulting contract.

Some guidelines are given below, but attention is also drawn to the award criteria, which define those parts of the technical proposal to which the tenderers should pay particular attention. The technical proposal should address all matters laid down in the specifications. The level of detail of the tender will be extremely important for the evaluation of the tender.

Tenderers must present in their tenders a proposal on the methodology and the organisation of the work to carry out in the framework of the study. In particular, the technical proposal shall include a set of detailed work-package descriptions that identify the contractual and non-contractual outputs (if any) to be produced in the frame of the contract and will detail the interfaces to be established with external entities to perform the work required. The technical proposal shall include a detailed schedule. The technical proposal shall include a detailed allocation of task per person. A detailed description of the deliverables shall also be presented.

The technical proposal shall include a detailed travel plan that covers internal coordination meetings and additional meetings within the scope of this project. This travel plan shall include a list of meetings, expected location, planned duration, planned attendance from the Contractor, objective for attendance and estimated cost

Tenderers shall refer to, as part of their technical proposal, all prior experience relevant to perform the work requested.

The technical proposal shall include, for each task, a list of expected input material to be provided by EC. This list of input material shall be limited to documents strictly required to perform the work and shall be duly justified.

Tenderers shall provide a detailed proposal of how each task would be carried out, and by whom, including the division of work among the different categories of staff on a man/days basis.

The technical proposal must provide all the information needed for the purpose of awarding the contract.

III.2.3. Section Three: Financial proposal

All tenders must contain a financial proposal. The tenderer's attention is drawn to the following points:

- Prices must be quoted in **Euros**, including the countries which are not in the euro-area. As far as the tenderers of those countries are concerned, they cannot change the amount of the tender because of the evolution of the exchange rate. The tenderers choose the exchange rate and assume all risks or opportunities relating to the rate fluctuation.
- Prices must be fixed amounts and include all expenses, such as travel expenses.
- **Prices should be quoted free of all duties, taxes and other charges, i.e. also free of VAT**, as the Communities are exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities of 8 April 1965 (OJ L 152 of 13 July 1967). Exemption is granted to the Commission by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption. For those countries where national legislation provides an exemption by means of a reimbursement, the amount of VAT is to be shown separately. In case of doubt about the applicable VAT system, it is the tenderer's responsibility to contact his or her national authorities to clarify the way in which the European Community is exempt from VAT;
- **Prices shall be** fixed and not subject to revision during the performance of the contract;
- For each category of staff involved in the project, the tenderer must specify:
 - the total labour costs;
 - **the daily rates and total number of days** (man/days) each member of staff will contribute to the project;
 - Other categories of costs, indicating the nature of the cost, the total amount, the unit price and the quantity.

Tenders involving more than one service provider (consortium) must specify the amounts indicated above for each provider.

IV. ASSESSMENT AND AWARD OF THE CONTRACT

The assessment will be based on each tenderer's tender.

All the information will be assessed in the light of the criteria set out in these specifications. The procedure for the award of the contract, which will concern only admissible tenders, will be carried out in three successive stages.

The aim of each of these stages is:

- 1) to check on the basis of the exclusion criteria, whether tenderers can take part in the tendering procedure;
- 2) to check on the basis of the selection criteria, the technical and professional capacity and economic and financial capacity of each tenderer;
- 3) to assess on the basis of the award criteria each tender which has passed the exclusion and selection stages.

IV.1. Exclusion criteria (exclusion of tenderers)

IV.1.1. Exclusion criteria (Article 93 Financial Regulation¹)

1. To be eligible for participating in this contract award procedure, tenderers must not be in any of the following situations:

- (a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) they have been convicted of an offence concerning their professional conduct by a judgement which has the force of res judicata;
- (c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- (d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- (e) they have been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- (f) they are currently subject to an administrative penalty referred to in Article 96(1) of the Financial Regulation² for being guilty of misrepresentation in supplying the

¹ Council Regulation (EC, Euratom) No 1605/2002 of 25 June 2002 on the Financial Regulation applicable to the general budget of the European Communities (OJ L 248 of 16.9.2002)

information required by the contracting authority as a condition of participation in a contract procurement procedure or by the authorising officer as a condition of participation in a grant award procedure, for failing to supply this information or for having been declared to be in serious breach of their obligations under contracts or grants covered by the Community budget.

2. The cases referred to in point IV.1.1. e) Above shall be the following:
 - a) cases of fraud as referred to in Article 1 of the Convention on the protection of the European Communities' financial interests established by the Council Act of 26 July 1995 (OJ/C 316 of 27.11.1995, p. 48);
 - b) cases of corruption as referred to in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, established by the Council Act of 26 May 1997 (OJ/C 195 of 25.6.1997, p. 1);
 - c) cases of involvement in a criminal organisation, as defined in Article 2(1) of Joint Action 98/733/JHA of the Council (OJ/L 315 of 29.12.1998, p. 1);
 - d) cases of money laundering as defined in Article 1 of Council Directive 91/308/EEC (OJ/L 166 of 28.6.1991, p.77).

IV.1.2. Other cases of exclusion (Article 94 Financial Regulation)

Contracts will not be awarded to tenderers who, during the procurement procedure:

- a) **are subject to a conflict of interest;**

Tenderers must declare:

- that they do not have any conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties, or any other relevant connection or shared interest;
- that they will inform the contracting authority, without delay, of any situation constituting a conflict of interest or which could give rise to a conflict of interest;
- that they have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;
- that they have not granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to the award of the contract.

The Commission reserves the right to check the above information.

- b) **are guilty of misrepresentation** in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or fail to supply this information.
- c) find themselves in one of the **situations of exclusion**, referred to in paragraph IV.1.1. above for this procurement procedure.

² Council Regulation (EC, Euratom) n° 1605/2002 of 25 June 2002 on the Financial regulation applicable to the general budget of the European Communities, OJ L 248 of 16 September 2002, p. 1, amended by Council Regulation (EC, Euratom) n° 1995/2006 of 13 December 2006, OJ L 390 of 30 December 2006, p.1.

IV.1.3. Evidence to be provided by the tenderers

1. When submitting their tenders, each tenderer (including subcontractor(s) or any member of a consortium or grouping) shall provide a declaration on their honour, duly signed and dated, stating that they are not in one of the situations mentioned above (cf. IV.1.1 and VI.1.2). For that purpose, they must complete and sign the form attached in Annex 4. Where the tenderer is a legal entity, they shall, whenever requested by the Commission, provide information on the ownership or on the management, control and power of representation of the legal entity.
2. The tenderer to whom the contract is to be awarded shall provide, within 15 calendar days after notification of the results of the procurement procedure and in any case before the signature of the contract, the following evidence, confirming the declaration referred to above:

The Commission shall accept, as satisfactory evidence that the tenderer is not in one of the situations described in point IV.1.1 (a), (b) or (e) above, a recent extract from the judicial record or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied.

The Commission accepts, as satisfactory evidence that the tenderer is not in the situation described in point IV.1.1 (d) above, a recent certificate issued by the competent authority of the State concerned.

- Where no such document or certificate is issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.
4. When the subcontracted part is above 20% of the contract value, the subcontractor(s) must also provide the above-mentioned declaration on honour. In case of doubt on this declaration on the honour, the contracting authority may also request the evidence referred to in paragraphs 2 and 3 above.
 5. The Commission reserves the right to request any other document relating to the proposed tender for evaluation and verification purpose, within a delay determined in its request.

Remark:

The tenderers will be waived of the obligation to submit the documentary evidence above mentioned if such evidence has already been submitted for the purposes of another procurement procedure launched by Directorate General for Energy and Transport and provided that the documents are not more than one year old starting from their issuing date and that they are still valid. In such a case, the tenderer shall declare on his honour that the documentary evidence has already been provided in a previous procurement procedure, specifying the reference of the call for tender for which the documents have been provided, and confirm that no changes in his situation have occurred.

IV.1.4. Administrative and financial penalties

Without prejudice to the application of penalties laid down in the contract, candidates or tenderers and contractors who have been found guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or have failed to supply this information or have been declared to be in serious breach of their obligations under contracts covered by the Community budget may be subject to administrative or financial penalties, in accordance with Article 96 of the Financial Regulation and Articles 134b and 133a of the Implementing Rules.³

IV.2. SELECTION CRITERIA (SELECTION OF TENDERERS)

To be eligible, the tenderers must have the economic and financial capacity as well as the technical and professional capacity to perform the tasks required in this call for tender.

IV.2.1. Economic and financial capacity – References required

Tenderers must provide proof of their financial and economic capacity by means of the following documents: the balance sheets or extracts from balance sheets for the last three financial years, and a statement of overall turnover and turnover relating to the relevant services for the last three financial years.

This rule applies to all service providers, regardless of the percentage of tasks they intend to execute, once they have chosen to submit a tender. However, if the tender includes subcontractors whose tasks represent less than 20% of the contract, those subcontractors are not obliged to provide evidence of their economic and financial capacity.

IV.2.2. Technical and professional capacity – References required

Tenderers must provide supporting evidence of their technical and professional competence on the following points:

- 7 years of experience in system engineering standards and practices applied to aerospace Programmes;
- At least 3 previous experiences with design, development and integration of IT systems and network features with security related aspects;
- 7 years of experience on the development of web-based information systems;
- 7 years of experience in operations and exploitation of web-based information systems;
- 7 years of experience in the development and operations of safety-critical systems;
- Compliance to the security requirements specified in the European GNSS Programme Security Instructions [RD 1];
- Prior (in the last 5 years) involvement in projects dealing with elaboration of GNSS user community needs;
- Capacity to comply with SAL requirements as contained in Annex III of the draft Contract.

³ Commission Regulation (EC, Euratom) n° 2342/2002 of 23 December 2002 laying down detailed rules for the implementation of Council Regulation (EC, Euratom) No 1605/2002 on the Financial Regulation applicable to the general budget of the European Communities, OJ L 357 of 31 December 2002, p. 1, last amended by Commission Regulation (EC, Euratom) n° 478/2007 of 23 April 2007, OJ L 111 of 28 April 2007, p.1.

If several service providers/subcontractors are involved in the tender, each of them must have and show that they have the professional and technical capacity to perform the specific tasks assigned to them.

Tenderers should provide with their tender detailed curriculum vitae of each staff member responsible for carrying out the work, including his or her educational background, degrees and diplomas, professional experience, research work, publications and linguistic skills.

The CV's shall be presented, preferably, in accordance to EC Recommendation on a common European format for curricula vitae, published in OJ L79 of 22 March 2002, p. 66.

IV.3. EVALUATION OF TENDERS – AWARD CRITERIA

The contract will be awarded according to the criteria given below, on the basis of the economically most advantageous tender.

Only tenders that have reached a total score of a minimum of 70% and a minimum score of 60 % for each criterion (technical) will be taken into consideration for awarding the contract.

a) Technical evaluation criteria as weighted (80%)

N°	Award Criteria	Weighting
1	<p>Understanding of the requirements (The following items globally worth 40 points)</p> <ul style="list-style-type: none"> - Tenderer's analysis & Critical review of the requirements - Understanding of the environment under which the project is conducted - Understanding of the EC's needs and preliminary analysis of solutions - Analysis of interface requirements between the different tasks 	40
2	<p>Quality and suitability of proposed work programme (The following items globally worth 40 points)</p> <ul style="list-style-type: none"> - Quality of the Work Package Descriptions - Quality of proposed planning - Adequacy of the effort related to each activity - Completeness & compliance of proposal to Tender Specifications 	40
3	<p>Adequacy of management, resources' allocation and planning for the execution of the work (The following items globally worth 20 points)</p> <ul style="list-style-type: none"> - Adequacy of contractor's internal reporting scheme - Adequacy of effort allocated to management - Adequacy of the allocation of the tasks per person - Adequacy of the proposed team 	20
Total number of points		100

b) Total price (20%)

The contract will be awarded to the tenderer which offers the best quality price score as measured by the following formula:

score for tender X	=	$\frac{\text{cheapest price}}{\text{price of tender X}}$	*	price weighting (in absolute value)	+	$\frac{\text{total quality score (out of 100) for all award criteria of tender X}}{100}$	*	quality criteria weighting (in absolute value)
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80% * (Total number of points for technical evaluation) + 20% * (Total number of points for price)

IV.4. INFORMATION FOR TENDERERS

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

Upon written request, the Commission will inform the rejected tenderers of the reasons for their rejection and the tenderers having submitted 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.

V. ANNEXES

1. Identification of the Tenderer
2. Financial Identification
3. Legal Entity Form
4. Declaration by the Tenderer (relating to the exclusion criteria)
5. Draft Service Contract

ANNEX 1

IDENTIFICATION OF THE TENDERER

(Each service provider, including subcontractor(s) or any member of a consortium or grouping, must complete and sign this identification form)

Call for tender TREN/G3/221-1-2009

Identity	
Name of the tenderer	
Legal status of the tenderer	
Date of registration	
Country of registration	
Registration number	
VAT number	
Description of statutory social security cover (at the level of the Member State of origin) and non-statutory cover (supplementary professional indemnity insurance) ⁴	
Address	
Address of registered office of tenderer	
Where appropriate, administrative address of tenderer for the purposes of this invitation to tender	
Contact Person	
Surname: First name: Title (e.g. Dr, Mr, Ms) : Position (e.g. manager): Telephone number: Fax number: E-mail address:	

⁴ For natural persons

Legal Representatives	
Names and function of legal representatives and of other representatives of the tenderer who are authorised to sign contracts with third parties	
Declaration by an authorised representative of the organisation⁵ I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.	
Surname: First name:	Signature:

⁵ This person must be included in the list of legal representatives; otherwise the signature on the tender will be invalidated.

ANNEX 2

(to be completed by the tenderer and his or her financial institution)

The tenderer's attention is drawn to the fact that this document is a model and that a specific form for each Member State is available at the following Internet address:

http://ec.europa.eu/budget/execution/ftiers_en.htm

ANNEX 3

Legal entity form

Complete the legal entity form, which should be accompanied by a number of supporting documents, available on the Web site:

http://ec.europa.eu/budget/execution/legal_entities_en.htm

Please note that we can only accept either original documents or certified copies, which must be less than 6 months old.

In the case of a grouping, this form must only be provided by the person heading the project.

ANNEX 4

DECLARATION BY THE TENDERER

Each service provider, including subcontractor(s) or any member of a consortium or grouping, must sign this declaration

1. In accordance with Article 93 of the Financial Regulation⁶, I declare on my honour that I am not in any of the following situations which would exclude me from participating in this procurement procedure:
 - a) I am not bankrupt, being wound up or having my affairs administered by the courts, I have not entered into an arrangement with creditors, I have not suspended business activities, I am not the subject of proceedings concerning any such matters, and I am not in any similar situation arising from a similar procedure provided for in legislation or regulations;
 - b) I have not been convicted of an offence concerning my professional conduct by a judgment which has the force of res judicata;
 - c) I have not been found guilty of grave professional misconduct proven by any means which the contracting authority can justify;
 - d) I have not failed to fulfil obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which I am established or with those of the country or the contracting authority or those of the country where the contract is to be performed;
 - e) I have not been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
 - f) I am currently not subject to an administrative penalty referred to in Article 96(1) of the Financial Regulation for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in a contract procurement procedure or by the authorising officer as a condition of participation in a grant award procedure, for failing to supply this information or for having been declared to be in serious breach of their obligations under contracts or grants covered by the Community budget.

2. In addition, the undersigned declares on his or her honour:
 - a) that on the date of submission of the tender, the company or organisation I do represent and the staff proposed for this tender are not subject to a conflict of interests in the context of this invitation to tender; I undertake to inform the Commission without delay of any change to this situation after the date of submission of the tender.
 - b) that the information provided to the Commission within the context of this invitation to tender is accurate, sincere and complete.

Done at on.....

Name

Title

Signature:

⁶ Council Regulation (EC, Euratom) n° 1605/2002 of 25 June 2002 on the Financial regulation applicable to the general budget of the European Communities, OJ L 248 of 16 September 2002, p. 1, amended by Council Regulation (EC, Euratom) n° 1995/2006 of 13 December 2006, OJ L 390 of 30 December 2006, p.1.

ANNEX 5



EUROPEAN COMMISSION
Directorate-General for Energy and Transport

Directorate G - Maritime transport, Galileo & Intelligent transport
Unit G3

DRAFT SERVICE CONTRACT

CONTRACT NUMBER – []

The European Community (hereinafter referred to as "the Community"), represented by the Commission of the European Communities (hereinafter referred to as "the Commission"), which is represented for the purposes of the signature of this contract by Mr Fotis Karamitsos, Director in the Directorate-General for Energy and Transport, Directorate G - Maritime transport, Galileo & Intelligent transport

of the one part,

and

[official name in full]

[official legal form]

[statutory registration number]

[official address in full]

[VAT registration number]

(hereinafter referred to as "the Contractor"), represented for the purposes of the signature of this contract by [name in full and function,]

of the other part,

HAVE AGREED

the **Special Conditions** and the **General Conditions** below and the following Annexes:

Annex I – Tender Specifications (Invitation to Tender No [] of []) and Monitoring

Annex II – Contractor's Tender (No [] of [])

Annex III – Security Aspect Letter

which form an integral part of this contract (hereinafter referred to as “the Contract”).

The terms set out in the Special Conditions shall take precedence over those in the other parts of the Contract. The terms set out in the General Conditions shall take precedence over those in the Annexes. The terms set out in the Tender Specifications (Annex I) shall take precedence over those in the Tender (Annex II).

Subject to the above, the several instruments forming part of the Contract are to be taken as mutually explanatory. Ambiguities or discrepancies within or between such parts shall be explained or rectified by a written instruction issued by the Commission; subject to the rights of the Contractor under Article I.7 should he dispute any such instruction.

I – SPECIAL CONDITIONS

ARTICLE I.1 - SUBJECT

- I.1.1.** The subject of the Contract is to complete a system definition study for the GOC-SC and the SoL-SC Galileo service elements, which include, among other tasks, the development of the detailed system requirements specification and the high level architectural design.
- I.1.2.** The Contractor shall execute the tasks assigned to him in accordance with the Tender Specifications annexed to the Contract (Annex I).

ARTICLE I.2 - DURATION

- I.2.1.** The Contract shall enter into force on the date on which it is signed by the last contracting party.
- I.2.2.** Execution of the tasks may under no circumstances begin before the date on which the Contract enters into force.
- I.2.3.** The duration of the tasks shall not exceed 9 months. **The duration of the Contract shall be of 12 months.** This period and all other periods specified in the Contract are calculated in calendar days. Execution of the tasks shall start from the kick-off meeting. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

ARTICLE I.3 – CONTRACT PRICE

- I.3.1.** The maximum total amount to be paid by the Commission under the Contract shall be EUR [] covering all tasks executed.

ARTICLE I.4 – PAYMENT PERIODS AND FORMALITIES

Payments under the Contract shall be made in accordance with Article II.4. Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted. Payment requests may not be made if payments for previous periods have not been executed as a result of default or negligence on the part of the Contractor.

I.4.1. Pre-financing:

Following signature of the Contract by the last contracting party, within 30 days of:

- the receipt by the Commission of a duly constituted financial guarantee equal to at least EUR []

a pre-financing payment of EUR [] equal to 30 % of the total amount referred to in Article I.3.1. shall be made.

I.4.2 Interim payment:

Requests for interim payment by the Contractor shall be admissible if accompanied by:

- The Intermediate Report to be submitted at T0+4 in accordance with the instructions laid down in Annex I.
- the relevant invoice(s)

provided the report has been approved by the Commission.

The Commission shall have 20 from receipt to approve or reject the report, and the Contractor shall have 20 days in which to submit additional information or a new report.]

Within 30 days an interim payment corresponding to EUR [] equal to 40 % of the total amount referred to in Article I.3.1 shall be made.

I.4.3. Payment of the balance:

The request for payment of the balance of the Contractor shall be admissible if accompanied by

- the final technical report in accordance with the instructions laid down in Annex I
- the relevant invoices

provided the report has been approved by the Commission.

The Commission shall have 20 days from receipt to approve or reject the report, and the Contractor shall have 20 days in which to submit additional information or a new report.

Within 30 days of the date on which the report is approved by the Commission, payment of the balance corresponding to EUR [] equal to 30 % of the total amount referred to in Article I.3.1 shall be made.

For Contractors established in Belgium, the provisions of the Contract constitute a request for VAT exemption No 450, provided the Contractor includes the following statement in his invoice(s): “Exonération de la TVA, article 42, paragraphe 3.3 du code de la TVA” or an equivalent statement in the Dutch or German language.

For Contractors established in Italy, the provisions of the Contract constitute a request for VAT exemption, provided the Contractor includes the following statement in his invoice(s): “Operazione non imponibile ai sensi dell’articolo 72, comma 3) paragrafo 3 del D.P.R. n. 633 del 26/10/1972 come modificato da ultimo dal D.L. n. 323 del 20/06/1996 convertito in Legge n. 425 dell’8/8/1996”.

ARTICLE I.5 – BANK ACCOUNT

Payments shall be made to the Contractor’s bank account denominated in euro, identified as follows:

Name of bank:
Address of branch in full:
Exact designation of account holder:
Full account number including codes:
[IBAN code:]

ARTICLE I.6 – GENERAL ADMINISTRATIVE PROVISIONS

Any communication relating to the Contract shall be made in writing and shall bear the Contract number. Ordinary mail shall be deemed to have been received by the Commission on the date on which it is registered by the department responsible indicated below. Communications shall be sent to the following addresses:

Commission:

European Commission
Directorate-General for Energy and Transports
Directorate G - Maritime transport, Galileo & Intelligent transport
Unit G5 - EU satellite navigation programmes: Legal and Financial Aspects
B-1049 Brussels

Contractor:

Mr/Mrs/Ms
[Function]
[Company name]
[Official address in full]

ARTICLE I.7– APPLICABLE LAW AND SETTLEMENT OF DISPUTES

- I.7.1.** The Contract shall be governed by Community law complemented, where necessary, by the national substantive law of Brussels.
- I.7.2.** Any dispute between the parties resulting from the interpretation or application of the Contract which cannot be settled amicably shall be brought before the courts of Brussels.

ARTICLE I.8 – DATA PROTECTION

Any personal data included in the Contract shall 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. It shall be processed solely for the purposes of the performance, management and follow-up of the Contract by the entity acting as data controller within DG TREN without prejudice to possible transmission to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel and/or to the European Anti-Fraud Office (OLAF) for the purposes of safeguarding the financial interests of the Community. The Contractor shall have the right of access to his personal data and the right to rectify any such data that is inaccurate or incomplete. Should the Contractor have any queries concerning the processing of his personal data, he shall address them to the entity acting as data controller within DG TREN. The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.

ARTICLE I.9

NA

ARTICLE I.10 – OTHER SPECIAL CONDITIONS

The study to be delivered in completion of the contract will be classified at RESTREINT UE level. The Contractor and the involved sub-contractors having access to such RESTREINT UE level document shall comply with the requirements contained in the Security Aspect Letter (annexed to the draft contract).

The capacity to handle classified information up to RESTREINT UE level is a selection criterion.

II – GENERAL CONDITIONS

ARTICLE II.1 – PERFORMANCE OF THE CONTRACT

- II.1.1.** The Contractor shall perform the Contract to the highest professional standards. The Contractor shall have sole responsibility for complying with any legal obligations incumbent on him, notably those resulting from employment, tax and social legislation.
- II.1.2.** The Contractor shall have sole responsibility for taking the necessary steps to obtain any permit or licence required for performance of the Contract under the laws and regulations in force at the place where the tasks assigned to him are to be executed.
- II.1.3.** Without prejudice to Article II.3 any reference made to the Contractor's staff in the Contract shall relate exclusively to individuals involved in the performance of the Contract.
- II.1.4.** The Contractor must ensure that any staff performing the Contract have the professional qualifications and experience required for the execution of the tasks assigned to him.
- II.1.5.** The Contractor shall neither represent the Commission nor behave in any way that would give such an impression. The Contractor shall inform third parties that he does not belong to the European public service.
- II.1.6.** The Contractor shall have sole responsibility for the staff who execute the tasks assigned to him.

The Contractor shall make provision for the following employment or service relationships with his staff:

- staff executing the tasks assigned to the Contractor may not be given orders direct by the Commission;
 - the Commission may not under any circumstances be considered to be the staff's employer and the said staff shall undertake not to invoke in respect of the Commission any right arising from the contractual relationship between the Commission and the Contractor.
- II.1.7.** In the event of disruption resulting from the action of a member of the Contractor's staff working on Commission premises or in the event of the expertise of a member of the Contractor's staff failing to correspond to the profile required by the Contract, the Contractor shall replace him without delay. The Commission shall have the right to request the replacement of any such member of staff, stating its reasons for so doing. Replacement staff must have the necessary qualifications and be capable of performing the Contract under the same contractual conditions. The Contractor shall be responsible for any delay in the execution of the tasks assigned to him resulting from the replacement of staff in accordance with this Article.
- II.1.8.** Should any unforeseen event, action or omission directly or indirectly hamper execution of the tasks, either partially or totally, the Contractor shall immediately and on his own initiative record it and report it to the Commission. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken

by the Contractor to ensure full compliance with his obligations under the Contract. In such event the Contractor shall give priority to solving the problem rather than determining liability.

II.1.9. Should the Contractor fail to perform his obligations under the Contract in accordance with the provisions laid down therein, the Commission may - without prejudice to its right to terminate the Contract - reduce or recover payments in proportion to the scale of the failure. In addition, the Commission may impose penalties or liquidated damages provided for in Article II.16.

ARTICLE II.2 – LIABILITY

II.2.1. The Commission shall not be liable for damage sustained by the Contractor in performance of the Contract except in the event of wilful misconduct or gross negligence on the part of the Commission.

II.2.2. The Contractor shall be liable for any loss or damage caused by himself in performance of the Contract, including in the event of subcontracting under Article II.13. The Commission shall not be liable for any act or default on the part of the Contractor in performance of the Contract.

II.2.3. The Contractor shall provide compensation in the event of any action, claim or proceeding brought against the Commission by a third party as a result of damage caused by the Contractor in performance of the Contract.

II.2.4. In the event of any action brought by a third party against the Commission in connection with performance of the Contract, the Contractor shall assist the Commission. Expenditure incurred by the Contractor to this end may be borne by the Commission.

II.2.5. The Contractor shall take out insurance against risks and damage relating to performance of the Contract if required by the relevant applicable legislation. He shall take out supplementary insurance as reasonably required by standard practice in the industry. A copy of all the relevant insurance contracts shall be sent to the Commission should it so request.

ARTICLE II.3 - CONFLICT OF INTERESTS

II.3.1. The Contractor shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during performance of the Contract must be notified to the Commission in writing without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.

The Commission reserves the right to verify that such measures are adequate and may require additional measures to be taken, if necessary, within a time limit which it shall set. The Contractor shall ensure that his staff, board and directors are not placed in a situation which could give rise to conflict of interests. Without prejudice to Article II.1 the Contractor shall replace, immediately and without compensation from the Commission, any member of his staff exposed to such a situation.

II.3.2. The Contractor shall abstain from any contact likely to compromise his independence.

II.3.3. The Contractor declares:

- that he has not made and will not make any offer of any type whatsoever from which an advantage can be derived under the Contract,
- that he has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to performance of the Contract.

II.3.4. The Contractor shall pass on all the relevant obligations in writing to his staff, board, and directors as well as to third parties involved in performance of the Contract. A copy of the instructions given and the undertakings made in this respect shall be sent to the Commission should it so request.

ARTICLE II.4 – PAYMENTS

II.4.1. Pre-financing:

Where required by Article I.4.1, the Contractor shall provide a financial guarantee in the form of a bank guarantee or equivalent supplied by a bank or an authorised financial institution (guarantor) equal to the amount indicated in the same Article to cover pre-financing under the Contract. Such guarantee may be replaced by a joint and several guarantee by a third party.

The guarantor shall pay to the Commission at its request an amount corresponding to payments made by it to the Contractor which have not yet been covered by equivalent work on his part.

The guarantor shall stand as first-call guarantor and shall not require the Commission to have recourse against the principal debtor (the Contractor).

The guarantee shall specify that it enters into force at the latest on the date on which the Contractor receives the pre-financing. The Commission shall release the guarantor from its obligations as soon as the Contractor has demonstrated that any pre-financing has been covered by equivalent work. The guarantee shall be retained until the pre-financing has been deducted from interim payments or payment of the balance to the Contractor. It shall be released the following month. The cost of providing such guarantee shall be borne by the Contractor.

II.4.2. Interim payment:

At the end of each of the periods indicated in Annex I the Contractor shall submit to the Commission a formal request for payment accompanied by those of the following documents which are provided for in the Special Conditions:

- Ø an interim technical report in accordance with the instructions laid down in Annex I;
- Ø the relevant invoices indicating the reference number of the Contract to which they refer;
- Ø statements of reimbursable expenses in accordance with Article II.7.

If the report is a condition for payment, on receipt the Commission shall have the period of time indicated in the Special Conditions in which:

- Ø to approve it, with or without comments or reservations, or suspend such period and request additional information; or
- Ø to reject it and request a new report.

If the Commission does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations or information enclosed.

Where the Commission requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new report shall likewise be subject to the above provisions.

II.4.3. Payment of the balance:

Within sixty days of completion of the tasks referred to in Annex I the Contractor shall submit to the Commission a formal request for payment accompanied by those of the following documents which are provided for in the Special Conditions:

- Ø a final technical report in accordance with the instructions laid down in Annex I;
- Ø the relevant invoices indicating the reference number of the Contract to which they refer;
- Ø statements of reimbursable expenses in accordance with Article II.7.

If the report is a condition for payment, on receipt the Commission shall have the period of time indicated in the Special Conditions in which:

- Ø to approve it, with or without comments or reservations, or suspend such period and request additional information; or
- Ø to reject it and request a new report.

If the Commission does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations and information enclosed.

Where the Commission requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new report shall likewise be subject to the above provisions.

ARTICLE II.5 – GENERAL PROVISIONS CONCERNING PAYMENTS

II.5.1. Payments shall be deemed to have been made on the date on which the Commission's account is debited.

II.5.2. The payment periods referred to in Article I.4 may be suspended by the Commission at any time if it informs the Contractor that his payment request is not admissible, either because the amount is not due or because the necessary supporting documents have not been properly produced. In case of doubt on the eligibility of the expenditure indicated in the payment request, the Commission may suspend the time limit for payment for the purpose of further verification, including an on-the-spot check, in order to ascertain, prior to payment, that the expenditure is eligible.

The Commission shall notify the Contractor accordingly by registered letter with acknowledgment of receipt or equivalent. Suspension shall take effect from the date of

dispatch of the letter. The remainder of the period referred to in Article I.4 shall begin to run again once the suspension has been lifted.

II.5.3. In the event of late payment the Contractor shall be entitled to interest, provided the calculated interest exceeds EUR 200. In case interest does not exceed EUR 200, the Contractor may claim interest within two months of receiving the payment. Interest shall be calculated at the rate applied by the European Central Bank to its most recent main refinancing operations (“*the reference rate*”) plus seven percentage points (“*the margin*”). The reference rate in force on the first day of the month in which the payment is due shall apply. Such interest rate is published in the C series of the Official Journal of the European Union. Interest shall be payable for the period elapsing from the calendar day following expiry of the time limit for payment up to the day of payment. Suspension of payment by the Commission may not be deemed to constitute late payment.

ARTICLE II.6 – RECOVERY

II.6.1. If total payments made exceed the amount actually due under the Contract or if recovery is justified in accordance with the terms of the Contract, the Contractor shall reimburse the appropriate amount in euro on receipt of the debit note, in the manner and within the time limits set by the Commission.

II.6.2. In the event of failure to pay by the deadline specified in the request for reimbursement, the sum due shall bear interest at the rate indicated in Article II.5.3. Interest shall be payable from the calendar day following the due date up to the calendar day on which the debt is repaid in full.

II.6.3. The Commission may, after informing the Contractor, recover amounts established as certain, of a fixed amount and due by offsetting, in cases where the Contractor also has a claim on the Communities that is certain, of a fixed amount and due. The Commission may also claim against the guarantee, where provided for.

ARTICLE II.7 - REIMBURSEMENTS

II.7.1. Where provided by the Special Conditions or by Annex I, the Commission shall reimburse the expenses which are directly connected with execution of the tasks on production of original supporting documents, including receipts and used tickets.

II.7.2. Travel and subsistence expenses shall be reimbursed, where appropriate, on the basis of the shortest itinerary.

II.7.3. Travel expenses shall be reimbursed as follows:

- a) travel by air shall be reimbursed up to the maximum cost of an economy class ticket at the time of the reservation;
- b) travel by boat or rail shall be reimbursed up to the maximum cost of a first class ticket;
- c) travel by car shall be reimbursed at the rate of one first class rail ticket for the same journey and on the same day;
- d) travel outside Community territory shall be reimbursed under the general conditions stated above provided the Commission has given its prior written agreement.

II.7.4. Subsistence expenses shall be reimbursed on the basis of a daily allowance as follows:

- a) for journeys of less than 200 km (return trip) no subsistence allowance shall be payable;
- b) daily subsistence allowance shall be payable only on receipt of a supporting document proving that the person concerned was present at the place of destination;
- c) daily subsistence allowance shall take the form of a flat-rate payment to cover all subsistence expenses, including accommodation, meals, local transport, insurance and sundries;
- d) daily subsistence allowance, where applicable, shall be reimbursed at the rate specified in Article I.3.3.

II.7.5. The cost of shipment of equipment or unaccompanied luggage shall be reimbursed provided the Commission has given prior written authorisation.

ARTICLE II.8 – OWNERSHIP OF THE RESULTS - INTELLECTUAL AND INDUSTRIAL PROPERTY

Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the Contract, shall be owned solely by the Community, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where industrial or intellectual property rights exist prior to the Contract being entered into.

ARTICLE II.9 – CONFIDENTIALITY

II.9.1. The Contractor undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to performance of the Contract. The Contractor shall continue to be bound by this undertaking after completion of the tasks.

II.9.2. The Contractor shall obtain from each member of his staff, board and directors an undertaking that they will respect the confidentiality of any information which is linked, directly or indirectly, to execution of the tasks and that they will not divulge to third parties or use for their own benefit or that of any third party any document or information not available publicly, even after completion of the tasks.

ARTICLE II.10 - USE, DISTRIBUTION AND PUBLICATION OF INFORMATION

II.10.1. The Contractor shall authorise the Commission to process, use, distribute and publish, for whatever purpose, by whatever means and on whatever medium, any data contained in or relating to the Contract, in particular the identity of the Contractor, the subject matter, the duration, the amount paid and the reports. Where personal data is concerned, Article I.8 shall apply.

II.10.2. Unless otherwise provided by the Special Conditions, the Commission shall not be required to distribute or publish documents or information supplied in performance of the

Contract. If it decides not to publish the documents or information supplied, the Contractor may not have them distributed or published elsewhere without prior written authorisation from the Commission.

- II.10.3.** Any distribution or publication of information relating to the Contract by the Contractor shall require prior written authorisation from the Commission and shall mention the amount paid by the Community. It shall state that the opinions expressed are those of the Contractor only and do not represent the Commission's official position.
- II.10.4.** The use of information obtained by the Contractor in the course of the Contract for purposes other than its performance shall be forbidden, unless the Commission has specifically given prior written authorisation to the contrary.

ARTICLE II. 11 – TAXATION

- II.11.1.** The Contractor shall have sole responsibility for compliance with the tax laws which apply to him. Failure to comply shall make the relevant invoices invalid.
- II.11.2.** The Contractor recognises that the Commission is, as a rule, exempt from all taxes and duties, including value added tax (VAT), pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities.
- II.11.3.** The Contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the goods and services required for performance of the Contract are exempt from taxes and duties, including VAT.
- II.11.4.** Invoices presented by the Contractor shall indicate his place of taxation for VAT purposes and shall specify separately the amounts not including VAT and the amounts including VAT.

ARTICLE II.12 – FORCE MAJEURE

- II.12.1.** Force majeure shall mean any unforeseeable and exceptional situation or event beyond the control of the contracting parties which prevents either of them from performing any of their obligations under the Contract, was not due to error or negligence on their part or on the part of a subcontractor, and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making it available, labour disputes, strikes or financial problems cannot be invoked as force majeure unless they stem directly from a relevant case of force majeure.
- II.12.2.** Without prejudice to the provisions of Article II.1.8, if either contracting party is faced with force majeure, it shall notify the other party without delay by registered letter with acknowledgment of receipt or equivalent, stating the nature, likely duration and foreseeable effects.
- II.12.3.** Neither contracting party shall be held in breach of its contractual obligations if it has been prevented from performing them by force majeure. Where the Contractor is unable to perform his contractual obligations owing to force majeure, he shall have the right to remuneration only for tasks actually executed.

II.12.4. The contracting parties shall take the necessary measures to reduce damage to a minimum.

ARTICLE II.13 – SUBCONTRACTING

II.13.1. The Contractor shall not subcontract without prior written authorisation from the Commission nor cause the Contract to be performed in fact by third parties.

The Contractor shall ensure that documents communicated by the Commission in the frame of the present Contract which are covered by a non-disclosure agreement between the Commission and the Contractor are, should they be communicated to subcontractor(s), covered by a non-disclosure agreement(s) between the Contractor and subcontractor(s) containing equivalent terms and conditions to those as contained in the non-disclosure agreement between the Commission and the Contractor.

II.13.2. Even where the Commission authorises the Contractor to subcontract to third parties, he shall none the less remain bound by his obligations to the Commission under the Contract and shall bear exclusive liability for proper performance of the Contract.

II.13.3. The Contractor shall make sure that the subcontract does not affect rights and guarantees to which the Commission is entitled by virtue of the Contract, notably Article II.17.

ARTICLE II.14 – ASSIGNMENT

II.14.1. The Contractor shall not assign the rights and obligations arising from the Contract, in whole or in part, without prior written authorisation from the Commission.

II.14.2. In the absence of the authorisation referred to in 1 above, or in the event of failure to observe the terms thereof, assignment by the Contractor shall not be enforceable against and shall have no effect on the Commission.

ARTICLE II.15 – TERMINATION BY THE COMMISSION

II.15.1. The Commission may terminate the Contract in the following circumstances:

- (a) where the Contractor is being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) where the Contractor has been convicted of an offence concerning his professional conduct by a judgment which has the force of *res judicata*;
- (c) where the Contractor has been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- (d) where the Contractor has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which he is established or with those of the country applicable to the Contract or those of the country where the Contract is to be performed;

- (e) where the Commission seriously suspects the Contractor of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- (f) where the Contractor is in breach of his obligations under Article II.3;
- (g) where the Contractor was guilty of misrepresentation in supplying the information required by the Commission as a condition of participation in the Contract procedure or failed to supply this information;
- (h) where a change in the Contractor's legal, financial, technical or organisational situation could, in the Commission's opinion, have a significant effect on the performance of the Contract;
- (i) where execution of the tasks has not actually commenced within three months⁷ of the date foreseen, and the new date proposed, if any, is considered unacceptable by the Commission;
- (j) where the Contractor is unable, through his own fault, to obtain any permit or licence required for performance of the Contract;
- (k) where the Contractor, after receiving formal notice in writing to comply, specifying the nature of the alleged failure, and after being given the opportunity to remedy the failure within a reasonable period following receipt of the formal notice, remains in serious breach of his contractual obligations.

II.15.2. In case of force majeure, notified in accordance with Article II.12, either contracting party may terminate the Contract, where performance thereof cannot be ensured for a period corresponding to at least to one fifth of the period laid down in Article I.2.3.

II.15.3. Prior to termination under point e), h) or k), the Contractor shall be given the opportunity to submit his observations.

Termination shall take effect on the date on which a registered letter with acknowledgment of receipt terminating the Contract is received by the Contractor, or on any other date indicated in the letter of termination.

II.15.4. Consequences of termination:

In the event of the Commission terminating the Contract in accordance with this Article and without prejudice to any other measures provided for in the Contract, the Contractor shall waive any claim for consequential damages, including any loss of anticipated profits for uncompleted work. On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the documents required by the Special Conditions for the tasks executed up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

The Commission may claim compensation for any damage suffered and recover any sums paid to the Contractor under the Contract.

On termination the Commission may engage any other contractor to complete the services. The Commission shall be entitled to claim from the Contractor all extra costs incurred in making well and completing the services, without prejudice to any other rights or guarantees it has under the Contract.

ARTICLE II.16 – LIQUIDATED DAMAGES

Should the Contractor fail to perform his obligations under the Contract within the time limits set by the Contract, then, without prejudice to the Contractor's actual or potential liability incurred in relation to the Contract or to the Commission's right to terminate the Contract, the Commission may decide to impose liquidated damages of 0.2% of the amount specified in Article I.3.1 per calendar day of delay. The Contractor may submit arguments against this decision within thirty days of notification by registered letter with acknowledgement of receipt or equivalent. In the absence of reaction on his part or of written withdrawal by the Commission within thirty days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable. These liquidated damages shall not be imposed where there is provision for interest for late completion. The Commission and the Contractor expressly acknowledge and agree that any sums payable under this Article are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses that may be reasonably anticipated from such failure to perform obligations.

ARTICLE II.17 – CHECKS AND AUDITS

- II.17.1.** Pursuant to Article 142 of the Financial Regulation applicable to the general budget of the European Communities, the European Court of Auditors shall be empowered to audit the documents held by the natural or legal persons receiving payments from the budget of the European Communities from signature of the Contract up to five years after payment of the balance.
- II.17.2.** The Commission or an outside body of its choice shall have the same rights as the European Court of Auditors for the purpose of checks and audits limited to compliance with contractual obligations from signature of the Contract up to five years after payment of the balance.
- II.17.3.** In addition, the European Anti Fraud Office may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 and Parliament and Council Regulation (EC) No 1073/1999 from signature of the Contract up to five years after payment of the balance.

ARTICLE II.18 – AMENDMENTS

Any amendment to the Contract shall be the subject of a written agreement concluded by the contracting parties. An oral agreement shall not be binding on the contracting parties.

ARTICLE II.19 – SUSPENSION OF THE CONTRACT

Without prejudice to the Commission's right to terminate the Contract, the Commission may at any time and for any reason suspend execution of the tasks under the Contract or any part thereof.

Suspension shall take effect on the day the Contractor receives notification by registered letter with acknowledgment of receipt or equivalent, or at a later date where the notification so provides. The Commission may at any time following suspension give notice to the Contractor to resume the work suspended. The Contractor shall not be entitled to claim compensation on account of suspension of the Contract or of part thereof.

SIGNATURES

For the Contractor,
[*Company name*/forename/surname/function]

For the Commission,
[forename/surname/function]

signature[s]: _____

signature[s]: _____

Done at [Brussels], [date]

Done at [Brussels], [date]

In duplicate in English.

ANNEX I

Tender Specifications and Monitoring

The purpose of this Annex is to enable the Commission to conduct, throughout the duration of the Contract, an accurate appraisal of whether the Contractor is executing the tasks assigned to him in accordance with the provisions of the Contract.

So that the Commission can regularly identify the progress made in execution of the tasks in accordance with the Tender Specifications, appropriate monitoring, assessment, and supervisory procedures shall be set up. For these purposes, this Annex shall include all necessary details, in particular, where relevant, the following:

- (i) schedule of interim and final reports – terms for approval, structure and content (where provision is made for such reports and a specific annex is not necessary);*
- (ii) schedule of audits to be carried out in accordance with Article II.17 of the Contract.*

All details on Monitoring and Reporting are to be indicated and included in the Tender Specifications.

ANNEX II

Contractor's Tender (No [] of [])

ANNEX III

Security Aspects Letter

In the frame of the service contract for the provision of Galileo Operating Company Service Centre and Safety of Life Service Centre Definition Study

TREN/G3/221-1-2009

The subject of the Contract is to complete a system definition study for the GOC-SC and the SoL-SC Galileo service elements, which include, among other tasks, the development of the detailed system requirements specification and the high level architectural design.

Participants:

[To be filled later on (at contract signature)]

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VI. INTRODUCTION

This document is a Security Aspects Letter (SAL) issued by the EUROPEAN COMMISSION as part of contract the service contract for the "provision of Galileo Operating Company Service Centre and Safety of Life Service Centre Definition Study" [TREN/G3/221-1-2009]

It defines the security contractual conditions issued by the EUROPEAN COMMISSION. These conditions form an integral part of the contract under which classified information shall be accessed or generated. This document identifies those elements of the contract which involve classified information which requires protection and identifies the essential security requirements. This SAL applies to any legal entity involved through this contract by contractual or pre-contractual activity. A list of security cleared companies and sites involved in the contract is in Annex A. For a list of security authorities and National Project Offices refer to the European GNSS PSI (ANNEX D).

This document includes a Security Classification Guide (SCG), contained in ANNEX C. which describes the classified elements of the Contract and specifies the applicable security classification levels. This document is created from {RD 5, Standalone Galileo Security Classification Guide} containing only those parts relevant to the contract. The SCG may be amended throughout the life of the Contract and the elements it contains may be reclassified or downgraded.

This document is intended to provide an overview of the essential security requirements that the contractor must implement. These security provisions based on the European GNSS PSI provide additional security requirements matching a specific contract. RD 3 should be considered as provided guidance for the EU GNSS programme on the interpretation and application of the security policies found in {RD 1: Commission Decision 2001/844} and especially those to be found in the amendment to {RD 1: Commission Decision 2001/844}, {RD 2: Commission Decision 2006/548} which deals with the Common Minimum Standards on Industrial Security.

In situations where provisions in national legislation and regulations differ from the provisions in this SAL, the provisions in national legislation and regulations may be applied provided that they are not less stringent than the provisions set out in this SAL. In all such cases the contractor shall inform the EUROPEAN COMMISSION of the revised security procedures.

This current version is only a draft to be used by the tenderers and shall be completed after the selection of the contractor and subcontractors with a clarification of the Participants list and the following information:

Annex A: List of companies handling EU RESTRICTED documents;

The EUROPEAN COMMISSION is responsible for the approval of this SAL and any future modifications.

Comments or questions on the interpretation of this SAL should be directed to the EUROPEAN COMMISSION or to the contractor's NSA/DSA.

VII. BACKGROUND

The Commission's Common Minimum Standards on Industrial Security {RD 2: Commission Decision 2006/548} state that all classified contracts must include a SAL and a SCG.

VIII. SECURITY INSTRUCTIONS FOR CLASSIFIED INFORMATION

VIII.1. General Principles

- [REQ 1] The performance of this contract shall involve classified information up to the level of RESTRICTED, and it shall be classified at RESTREINT UE level.
- [REQ 2] Contractor's personnel as well as subcontractors' personnel involved in work under this Contract shall be nationals of an EU Member State unless otherwise agreed in advance with the EUROPEAN COMMISSION.
- [REQ 3] The documents referenced in {section 4} shall be applicable to the contractor and subcontractors.
- [REQ 4] Information generated by the contractor which requires classification shall be marked using the EU security classification markings and, if needed, a double marking detailed in the {European GNSS PSI} in accordance with the {SCG at Annex C}.
- [REQ 5] The contractor shall handle and protect classified information or material provided to them or generated by the contractor pursuant to this Contract in accordance with its classification as described in {RD 3, The European GNSS PSI} or, provided they are no less stringent, in accordance with national regulations.
- [REQ 6] If the contractor's responsible NSA/DSA identifies a failure by the contractor to observe the security provisions described and Regulations referred to under this SAL, it shall inform the EUROPEAN COMMISSION. If this failure is of such a nature as to result in the withdrawal of the contractor's Facility Security Clearance (FSC) to handle classified documents as necessary for the execution of the Contract, the EUROPEAN COMMISSION shall have the right to terminate the Contract with immediate effect in accordance with the relevant provisions of the General Terms and Conditions for Contracts awarded by the EUROPEAN COMMISSION, without prejudice to criminal and civil proceedings against the contractor.
- [REQ 7] If the responsible NSA/DSA has identified such a failure to comply with the relevant security Regulations by any subcontractor resulting in the withdrawal of the subcontractor's FSC, the EUROPEAN COMMISSION shall be entitled to require the contractor to terminate the sub-contract with immediate effect, without prejudice to the EUROPEAN COMMISSION right to terminate the contract with immediate effect and/or to initiate criminal and/or civil proceedings against the subcontractor.
- [REQ 8] For work performed on the EUROPEAN COMMISSION premises, the contractor and its personnel shall comply with the security requirements as described in {Annex B: Access to the EUROPEAN COMMISSION premises}.
- [REQ 9] The contractor shall not transmit any classified information or material to a subcontractor without the prior written consent of the originator.
- [REQ 10] The ultimate responsibility for protecting classified information within industrial or other entities rests with the management of those entities.
- [REQ 11] It may be necessary for the contractor to negotiate classified subcontracts with subcontractors at various levels. The contractor is responsible for ensuring that all subcontracting activities are undertaken in accordance with the common minimum standards contained in this SAL. The procedures for subcontracting in {RD 3, The European GNSS PSI} will be applied to all potential subcontracts.
- [REQ 12] A Security Classification Guide (SCG) contained in ANNEX C shall also be a part of each classified subcontract, describing the specific elements which are classified and specifying the applicable security classification levels. The SCG will be distributed separately from the SAL.
- [REQ 13] Classified information released to the contractor or subcontractor or generated under contractual activity shall not be used for purposes other than those defined by the

classified contract and shall not be disclosed to third parties without the prior written consent of the originator and of the EUROPEAN COMMISSION.

- [REQ 14] All industrial or other entities participating in classified contracts which involve access to information classified CONFIDENTIEL UE or above shall hold a FSC. The FSC is granted by the NSA/DSA of the participating State in which it is located to confirm that a facility can afford and guarantee adequate security protection of classified information to the appropriate classification level. Questions regarding FSCs should be addressed to the participant's NSA/DSA, details of which can be found in the European GNSS PSI.

- [REQ 15] If changes to the security requirements emerge during the performance of the contract and if such changes significantly deviate from the initial arrangements, the contract shall be amended accordingly or terminated, as appropriate.

- [REQ 16] Where changes of security requirements result in additional security measures to be taken or investments to be made by the contractor, a contract amendment shall be negotiated on a fair and reasonable basis.

- [REQ 17] In case the contractor cannot comply with increased security requirements, the contract shall be terminated. However, any contract termination resulting from changes of the security requirements shall not be by default the responsibility of the contractor, and the contractor may be entitled to compensation by the EUROPEAN COMMISSION.

- [REQ 18] The NSA/DSA of the participant in which the contractor is registered shall be informed by the contractor and by the EUROPEAN COMMISSION EUROPEAN COMMISSION, Directorate General TREN, Informatics and Logistics Unit.

- [REQ 19] separately of the award of a classified contract.

- [REQ 20] When a classified contract or a classified subcontract is terminated, the contractor and the EUROPEAN COMMISSION Security Department shall notify separately this termination in less than one month to the NSA/DSA of the participants in which the contractor and subcontractors are registered.

- [REQ 21] Throughout the life of the classified contract, compliance with all its security provisions shall be monitored by the EUROPEAN COMMISSION, in conjunction with the relevant NSA/DSA. Any security incidents shall be reported, in accordance with the provisions laid down in {the European GNSS PSI}. Any change to or withdrawal of an FSC shall immediately be communicated to the EUROPEAN COMMISSION, Directorate General TREN, Informatics and Logistics Unit.

- [REQ 22] The contractor shall - under penalty of termination of the contract - comply with any security requirements prescribed by the Contracting Authority as detailed in this Security Aspects Letter.

VIII.2. Release of contract information

The unilateral release of classified information or material used by or issued from the Contract to other than SAL participants' authorities and contractors is prohibited without the specific written approval of the originator of the information and the EUROPEAN COMMISSION. Requests for release shall be handled in accordance with the procedures outlined in {RD 3, The EU GNSS PSI}.

The fact that any information related to the Contract is not marked with a security classification does not mean that it can be released to the public. Any release of information requires the written authorisation of the originator and the EUROPEAN COMMISSION and shall be done according to the provisions of this section.

VIII.3. Security plan in event of termination

In the event of the contract being terminated by either party, the procedures described in {RD 3, The EU GNSS PSI} for the disposal of classified information shall be implemented

VIII.4. International Visits

Procedures for international visits contained in {RD 3, The EU GNSS PSI} shall be applied to all visits necessary in the performance of this contract.

IX. REFERENCE DOCUMENTS

- RD 1 Commission Decision 2001/844/EC of 29 November 2001
- RD 2 Commission Decision 2006/548/EC of 2 August 2006 amending Commission Decision 2001/844/EC of 29 November 2001
- RD 3 The European GNSS PSI issued by Galileo Security Board (GSB) v1.5, 19.12.2008
- RD 4 Galileo COMSEC Security Instructions draft 2.4, 12 April 2007 (RESTRICTED)
- RD 5 Galileo Stand alone Security Classification guide v2.0 (RESTRICTED)

X. ANNEX A: LIST OF SECURITY CLEARED COMPANIES

[To be completed once known]

Company	Site	Mail address

XI. ANNEX B: ACCESS TO THE EUROPEAN COMMISSION PREMISES

1. Contractors or subcontractors and their personnel shall comply with the EUROPEAN COMMISSION internal security and safety rules and Regulations and shall follow any instructions given by the EUROPEAN COMMISSION Security Department.
2. Any failure to comply with the EUROPEAN COMMISSION security or safety instructions may result in access to the premises being denied or the personnel being expelled from the EUROPEAN COMMISSION premises.
3. Unless otherwise agreed with the EUROPEAN COMMISSION, contractor or subcontractor personnel performing work on the EUROPEAN COMMISSION premises, except attendance at meetings with the EUROPEAN COMMISSION representatives, shall hold the nationality of an EU Member State and shall hold a security clearance at CONFIDENTIAL level issued by the contractor's or subcontractor's responsible national security authority.
4. The EUROPEAN COMMISSION may temporarily authorise, on a case-by-case basis, contractor or subcontractor personnel to perform work on its premises for whom initial security checks have revealed no adverse information and the security clearance procedure has been initiated or is still in progress.
5. In case the required security clearance for the contractor's or subcontractor's personnel performing work on the EUROPEAN COMMISSION premises is withdrawn or not obtained within a reasonable period of time after award of the Contract, this shall be considered as a failure to comply with the EUROPEAN COMMISSION security requirements.
6. Any information or material provided to the contractor's or subcontractor's personnel shall be treated as if supplied officially by the EUROPEAN COMMISSION.
7. The contractor shall notify the EUROPEAN COMMISSION Security Department at least 5 working days in advance of any visit with the names, dates of birth and nationalities together with a certification of the individual's security clearance and where appropriate the details of vehicles, for all contractor or subcontractor personnel temporary performing work on the EUROPEAN COMMISSION premises.
8. The EUROPEAN COMMISSION shall be entitled to refuse access to its premises to any contractor or subcontractor personnel without giving justification, as deemed necessary for security reasons.
9. Any security-related notices or communication to the EUROPEAN COMMISSION shall be addressed to Mr. Cirjan Valentin Costel, Local Informatics Security Officer, EUROPEAN COMMISSION, Directorate General Energy and Transports, Rue de Mot 28(2-29) 1049 Brussels, e-mail: Valentine-Costel.Cirjan@ec.europa.eu

XII. ANNEX C: SECURITY CLASSIFICATION GUIDE (SCG)

1. The study to be provided under the service Contract N° TREN/G3/221-1-2009 will be classified as RESTREINT UE.

XIII.ANNEX D: PROGRAMME/PROJECT SECURITY INSTRUCTION (PSI)