



EUROPEAN COMMISSION

Directorate-General for Internal Market, Industry, Entrepreneurship and SMEs

RESTRICTED PROCEDURE

No 535/PP/GRO/SAT/16/9273

PROVISION OF SERVICES FOR ANALYSIS OF SECURITY TOPICS CONCERNING GLOBAL NAVIGATION SATELLITE SYSTEMS (GNSS)

Restricted procedure,

Section A – EXCLUSION AND SELECTION PHASE

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1. INTRODUCTION

The purpose of the contract that will result from the present procurement procedure is the provision of specialised analyses of GNSS security related matters. Such analyses will facilitate the European Commission the preparation of informed strategic decisions on aspects with regard to the European Global Navigation Satellite Systems Galileo and EGNOS.

The Galileo programme is Europe's initiative for a state-of-the-art GNSS (Global Navigation Satellite System) infrastructure, providing a highly accurate, guaranteed global positioning service specifically designed for civilian purposes. While providing autonomous navigation and positioning services, Galileo (the global EU GNSS system) will be at the same time compatible with Global Positioning System (GPS) - USA and Global Navigation Satellite System (GLONASS) - Russia, the two other already deployed global satellite navigation systems.

The European Geostationary Navigation Overlay Service (EGNOS) is the first pan-European satellite navigation system. It augments the United States Global Positioning System satellite navigation and it makes it suitable for safety critical applications such as flying aircraft or navigating ships through narrow channels. Consisting of three geostationary satellites and a network of ground stations, EGNOS achieves its aim by transmitting a signal containing information on the reliability and accuracy of the positioning signals sent out by GPS.

Galileo and EGNOS will provide services over wide geographical areas and for a broad range of user communities and applications. Therefore, the introduction of these technologies in different user communities, needing positioning services, requires harmonised specifications, in order to bring significant benefits to the users. Standardisation is a powerful tool to foster the introduction of the European GNSS technologies as Galileo and EGNOS, taking advantage of their unique features. It is considered that there is a public benefit for the European community through promoting standardisation activities related to the use of GNSS in the different application communities.

Under GNSS Regulation 1285/2013¹, the European Commission is responsible for the GNSS Security topics.

¹ See preamble n. (32), Art 2, paragraph 4 d, Art 3 paragraph c sub (iii), Art 12 (2), Art. 30.

2. CONTRACTUAL CONDITIONS

2.1. NATURE OF THE CONTRACT

Direct service contract for the provision of analysis of security topics concerning Global Navigation Satellite Systems (GNSS).

2.2. STARTING DATE OF THE CONTRACT AND DURATION OF THE TASKS

The contract shall enter into force on the date on which it is signed by the last contracting party. The approximate date for signature falls within the period Q3- Q4 2016.

The duration of the execution of tasks shall not exceed 24 months and shall start as of the kick-off meeting date, following the signature of the contract by both parties.

The period of execution of the tasks specified in the contract may be renewed one time for a period of 24 months, only with the express written agreement of the contracting parties, before the payment of the balance.

2.3. TERMS OF PAYMENT

Payments shall be made in accordance with Articles I.4 & II.15 of the draft service contract (Annex 6.2).

The payment scheme will consist of:

- *one pre-financing of 20 %, at T0*
- *interim payment of 30 % at T0 + 12 months*
- *and the balance, at T0+24 months*

Should the contract be renewed under the terms specified in Section 2.2 (extended performance of services for another 24 months), the same payment scheme shall followed. The new T0 shall be considered the next day after the initial contract's termination, or other date proposed by the Commission and mentioned in the express written agreement for contract renewal.

The schedule and the procedure for the approval of payments and the documents to be submitted are described in Articles I.5, II.21, II.22 and II.23 and in Annex I to the draft contract referred to above.

2.4. GUARANTEES

The Contractor may be required to provide a guarantee for pre-financing of 20% of the amount specified under I.4.1 of the contract, in compliance with article II.21.5 of the

draft contract. The Commission reserves the right to cancel the pre-financing foreseen, according to its management risk analysis or in the case the awarded tenderer refuses such pre-financing guarantee, and to modify the final version of the contract accordingly.

A model guarantee is provided in annex 6.3 of these tendering specifications.

2.5. PLACE OF PERFORMANCE

The place of performance of the tasks shall be the Contractor's premises or any other place indicated in the tender, with the exception of the Commission's premises.

2.6. SUBCONTRACTING

Subcontracting is defined as the situation where a contract has been or is to be established between the Commission and a contractor and where the contractor, in order to carry out that contract, enters into legal commitments with other legal entities for performing part of the service. However, the **Commission has no direct legal commitment with the subcontractor(s).**

At the level of the liability towards the Commission, tasks provided for in the contract may be entrusted to subcontractors, but **the contractor retains full liability towards the Commission for performance of the contract as a whole.**

Accordingly:

- The Commission will treat all contractual matters (e.g. payments) exclusively with the contractor, whether or not the tasks are performed by a subcontractor;
- The Commission will privilege direct contacts with the contractor, who is responsible for executing the contract;
- Under no circumstances can the contractor avoid liability towards the Commission on the grounds that the subcontractor is at fault. The contractor remains notably fully responsible for timely execution.

A contract which includes subcontracting is subject to certain general conditions in particular the provisions on subcontracting, checks and audits, and confidentiality. Where justified by the subject matter of the contract, a statement of confidentiality may be required to be submitted to the Commission. **The subcontracting arrangement between the contractor and his subcontractor is supposed to render directly applicable all those contractual obligations with regard to the Commission to the subcontractor.**

Consequently, the bid must clearly identify the subcontractor(s) and document their willingness to accept the tasks and their acceptance of the terms and conditions set out

in paragraph 3.3, in particular article II.24 of the standard service contract by returning the form in annex 6.5, filled in and signed.

Tenderers must inform the subcontractor(s) and include in their sub-contracting documents that Article II.24 of the standard service contract (Annex 6.2) may be applied to sub-contractors.

Once the contract has been signed, Article II.10 of the above-mentioned service contract shall govern the subcontracting.

Special attention of tenderers is brought to Article II.10.4, according to which the contracting authority may request the contractor to replace a subcontractor found to be in a situation provided for in points (d) and (e) of Article II.18.1.

2.7. JOINT OFFERS

A joint offer is a situation where an offer is submitted by a group of tenderers. If awarded the contract, the tenderers of the group will have an equal standing towards the Commission in executing a supply, service or works contract.

The Commission will not request consortia to have a given legal form in order to be allowed to submit a tender, but reserves the right to require the grouping to adopt a given legal form **before the contract is signed** if this change is necessary for proper performance of the contract. This can take the form of an entity with or without legal personality but offering sufficient protection of the Commission's contractual interests (depending on the Member State concerned, this may be, for example, a consortium or a temporary association).

Grouping of firms must nominate one party to be responsible for the receipt and processing of payments for members of the grouping, for managing the service administration, and for coordination. The documents required and listed in the present specifications must be supplied by every member of the grouping, the checklist in annex 6.7, will help verifying the level of information to be provided according to the role of each entity in the tender.

Each member of the grouping assumes a joint and several liability towards the Commission.

The offer has to be signed by all members of the group. However, if the members of the group so desire they may grant an authorisation to one of the members of the grouping. In this case they should attach to the offer a power of attorney (see model in annex 6.6). For groupings not having formed a common legal entity, model 1 should be used, and for groupings with a legal entity in place model 2.

The contract will have to be signed by all members of the group. If the members of the group so desire, they may grant authorisation to one of the members of the grouping by signing a power of attorney. The same model as above duly signed and returned together with the offer (see annex 6.6) is valid also for signature of the contract.

Partners in a joint offer assume joint and several liability towards the Commission for the performance of the contract as a whole.

Statements, saying for instance: “that one of the partners of the joint offer will be responsible for part of the contract and another one for the rest”, or “that more than one contract should be signed if the joint offer is successful”, are thus incompatible with the principle of joint and several liability. The Commission will disregard any such statement contained in a joint offer, and reserves the right to reject such offers without further evaluation, on the grounds that they do not comply with the tendering specifications.

An economic operator can only participate once as a candidate, whether as sole candidate, leader in a joint candidature or partner in a joint tender. **The economic operator may however agree to act as a subcontractor in a distinct candidature** from which it is participating as either of the aforementioned options. However, such a situation is not advisable for the high potential of conflicts of interest it may generate.

3. ADMINISTRATIVE INFORMATION CONCERNING THE INVITATION TO TENDER

These specifications follow the publication of a contract notice in OJ S.

3.1. DATE AND PLACE OF OPENING OF THE TENDERS

Candidatures will be opened at **14:30** on **31.08.2016**

at the following location:

<i>Office address:</i>
<i>European Commission</i>
<i>Directorate-General for Internal Market, Industry, Entrepreneurship and SMEs</i>
<i>EU Satellite Navigation Programmes, Legal and Institutional Aspects (J2)</i>
<i>Office address: Avenue d'Auderghem 45</i>
<i>B-1049 Brussels, Belgium</i>

An **authorised representative** of each tenderer may attend the opening. Companies wishing to attend are requested to notify their intention by sending an e-mail to GROW-GP2-CALL-FOR-TENDERS@ec.europa.eu at least 48 hours in advance. This notification must be signed by an authorised officer of the tenderer and specify the name of the person who will attend the opening of the call for expression of interest on the tenderer's behalf.

3.2. CONTACT BETWEEN THE CANDIDATES AND THE COMMISSION

Contacts between the Commission and the candidates may take place only in **exceptional circumstances** and under the following conditions only:

- Before the final date for submission of the candidatures:
 - Upon request, the contracting authority may provide additional information solely for the purpose of clarifying the procurement documents.

Any request for additional information must be made in writing only through the e-Tendering website at <https://etendering.ted.europa.eu/cft/cft-display.html?cftId=1199> in the "questions and answers" tab, by clicking "create a question".

- The contracting authority is not bound to reply to requests for additional information received less than six working days before the final date for submission of tenders.
- The contracting authority may, on its own initiative, inform interested parties of any error, inaccuracy, omission or any other type of clerical error in the text of the procurement documents.
- Any additional information including that referred to above will be posted on the e-Tendering website indicated above. The website will be updated regularly and it is your responsibility to check for updates and modifications during the submission period.

- After the opening of the candidatures:

The Commission shall contact the candidate in order to correct obvious clerical errors or to require confirmation of a specific or technical element, except in duly justified cases. This shall not lead to substantial changes to the terms of the submitted candidature.

3.3. GENERAL TERMS AND CONDITIONS FOR THE SUBMISSION OF CANDIDATURES

The present tender documents are drawn up in respect of the Financial Regulation applicable to the general budget of the European Union (Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union, as amended by Regulation (EU, Euratom) No 2015/1929 of the European Parliament and the Council of 28 October 2015, as well as its Rules of Application (Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012, amended by Commission Delegated Regulation (EU) C(2015)7555 of 30 October 2015.

Participation conditions:

In accordance with Article 18 of the GNSS Regulation No 1285/2013, it is considered necessary, in order to protect the essential interests of the security of the European Union and/or its Member States (MSs), to limit the participation to this procurement procedure to **candidates (including subcontractors) who are natural persons of EU-28 nationality or legal persons established in one of the MSs**. An entity is to be considered as established in one of the MSs where the following conditions are met:

- The entity is incorporated in one of the MSs; and
- The controlling shareholder(s) including the ultimate controlling shareholder are either natural persons of EU-28 nationality or incorporated in one of the MSs.

Participation in this procurement is limited to Candidates who prove that they will

perform the tasks in offices located in EU-28 Member States.

Participation in this procurement is limited to Candidates who prove they will perform the tasks with staff personnel of EU-28 nationality.

The participation of an ineligible person (not satisfying participation conditions, exclusion criteria and relevant selection criteria) will result in the automatic exclusion of that person. In particular, if that ineligible person belongs to a consortium, the whole consortium will be excluded.

Submission of a candidature and later on, of a tender, implies acceptance of the terms and conditions set out in this invitation to tender, in the tendering specifications and in the draft contract and, where appropriate, waiver of the candidate's own general or specific terms and conditions. It is binding on the tenderer to whom the contract is awarded for the duration of the contract.

Once the Commission has accepted the candidature/tender, it shall become the property of the Commission and the Commission shall treat it confidentially.

The Commission shall not reimburse expenses incurred in preparing and submitting candidatures/tenders

The Protocol on the Privileges and Immunities or, where appropriate, the Vienna Convention of 24 April 1963 on Consular Relations shall apply to this invitation to tender.

Variants are not allowed.

3.4. NO OBLIGATION TO AWARD THE CONTRACT

This call for expressions of interest is in no way binding on the Commission. The Commission's contractual obligation commences only upon signature of the contract with the successful tenderer.

Up to the point of signature, the contracting authority may the award procedure. This decision must be substantiated and the candidates/tenderers notified.

No compensation may be claimed by candidates/tenderers whose candidatures/tenders have not been accepted, including when the Commission decides not to award the contract.

3.5. DATA PROTECTION

If processing your reply to the invitation to tender involves the recording and processing of personal data (such as your name, address and CV), such data will be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Unless indicated otherwise, your replies

to the questions and any personal data requested are required to evaluate your candidature/tender in accordance with the specifications of the invitation to tender and will be processed solely for that purpose by DG GROW/J2. Details concerning processing of your personal data are available on the privacy statement at the page http://ec.europa.eu/dataprotectionofficer/privacystatement_publicprocurement_en.pdf.

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

Your personal data may be registered in the Early Detection and Exclusion System (EDES) if you are in one of the situations mentioned in Article 106 of the Financial Regulation. For more information, see the Privacy Statement on http://ec.europa.eu/budget/explained/management/protecting/protect_en.cfm)

3.6. OPPORTUNITIES FOR SMALL AND MEDIUM SIZED ENTERPRISES

The Directorate General for Internal Market, Industry, Entrepreneurship and SMEs has the task to promote opportunities for Small and Medium sized Enterprises (SMEs) and is aiming in its activities to facilitate the activities of SMEs. In this context, **SMEs are particularly encouraged to submit candidatures/tenders** either on their own if feasible or by constituting a bid using either of the options mentioned in paragraphs 2.6 and 2.7.

The **Enterprise Europe Network** provides advice on tender opportunities and training in relation to procurement, which may be of assistance to the interested economic operators. Please refer to the following web-site for further details:

<http://een.ec.europa.eu/services/advice-eu-law-and-standards>

The Commission has further published a brochure on "Doing business with the European Commission – Tips for potential contractors":

http://ec.europa.eu/budget/library/biblio/publications/business/doing_business_en.pdf

3.7. PROCEDURE TO AWARD THE CONTRACT

The contracting authority has chosen to award the contract at stake by conducting a restricted procedure in two phases, as follows:

A. The Exclusion and Selection phase

All candidates meeting the Exclusion and the Selection Criteria shall be considered selected for the second phase of the restricted procedure. For details regarding this process, please see Section 5.

B. Contract Award Phase

To be provided with the tender specifications, the selected candidates will be required by the contracting authority to submit a Non-Disclosure Agreement (NDA), by a given deadline. The NDA form will be sent to the successful candidates along with the letter containing the results of the first phase of the competition. The contracting authority will thereafter simultaneously send the tender specifications to all successful candidates that have submitted the duly signed and dated NDA within the deadline allowed. The successful candidates will be invited to submit their tenders (technical and financial proposals) within a given deadline.

The contract will be awarded to the tender offering best value for money. Best value for money will be determined according to the qualitative award criteria and relevant weighting indicated in the tender specifications.

The tenders will be evaluated against the award criteria provided in the tender specifications and a merit list shall be drawn up. The contract will be awarded to the best ranked bidder on that merit list.

4. FORM AND CONTENT OF THE CANDIDATURE

4.1. HOW TO SUBMIT A CANDIDATURE

Candidates shall observe precisely the indications in point 1 and 2 of the invitation to tender in order to ensure their tenders are admissible.

Evidence of timely submission by post or courier service will be constituted by the date of dispatch, the postmark or the date of the deposit slip. In the case of hand-delivery, the signed and dated receipt will serve as evidence.

Late delivery will lead to the non admissibility of the candidature and its rejection from the award procedure for this contract. Candidatures sent by e-mail or by fax will also be non admissible. Envelopes found open at the opening session will also lead to non admissibility of the candidature. Consequently, candidates must ensure that their candidatures are packed in such a way as to prevent any accidental opening during its mailing.

4.2. STRUCTURE OF THE CANDIDATURE

- Candidatures shall be **perfectly legible** so there can be **no doubt as to words and figures**.
- Candidatures shall be **clear and concise**.
- Candidatures shall be written in **one of the official languages of the European Union**.
- Candidatures **shall include** the **information and documents requested by the Commission**. In order to help candidates presenting a complete candidature, a **checklist of the documents to be submitted is provided in annex 6.7**. This checklist does not need to be included in the candidature, but it is advisable to be used, in order to ease the assessment of the candidatures;

All candidatures must be presented in three sections:

Section one: Administrative information

Section two: The exclusion criteria form and the required evidence thereto

Section three: Evidence relating to the selection criteria

The candidates shall not provide technical or financial proposal at this stage. Only the successful candidates will be invited, later on, to submit such proposals.

Candidates are drawn their attention that all candidatures should contain the evidence to the exclusion criteria.

4.2.1. Section One: Administrative information

Candidates may choose between presenting a **joint candidature** (see 2.7) and introducing a candidature as a **sole economic operator**, in both cases with the possibility of having one or several subcontractors (see 2.6).

Whichever type of candidature is chosen, the candidates must stipulate the legal status and role of each legal entity in the candidature proposed and the monitoring arrangements that exist between them and, failing this, the arrangement they foresee to establish if they are awarded the contract (see 2.6 and 2.7).

a) To identify himself, the candidate must fill in a Legal Entity Form and a Financial Identification Form:

The Legal Entity Form shall be duly filled in and signed by a representative of the candidate authorised to sign contracts with third parties.

A standard template in each EU language is available at http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

The Legal Entity Form **shall be accompanied by the information** indicated in the form. When neither this form nor the evidence to be attached to them includes the following information, the candidature must include:

For private and public entities:

(1) A legible copy of the notice of appointment of the persons authorised to represent the candidate in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if, where the legislation which applies to the legal entity concerned requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.

For Individuals:

- Where applicable, a proof of **registration**, as prescribed in the country of residence, on one of the **professional or trade registers** or any other official document showing the registration number.

In case of a joint candidature, all the encompassed economic operators must provide their legal entity files, as well as the necessary evidence. For subcontractors, a legal entity file shall be submitted, without evidence.

- The **Financial identification form** shall be duly filled in and signed by an authorised representative of the candidate and his or her banking institution, where the references account is held. A specific form for each official language is available at the following Internet address:

http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_fr.cfm

In case of a joint candidature or a candidature presenting subcontracting, only the leader is obliged to return the financial identification form (i.e. for a joint candidature only one financial identification from the leading economic operator is required).

b) The candidate must indicate the **name of a contact person** in relation to the submission of the candidature.

Economic operators already registered as a legal entity in the (i.e. they are or have been contractors of the Commission) may refer to evidence provided for other procurement procedures. To that end, the candidate should indicate the references of the procedure concerned and the Commission department to which this evidence was provided.

4.2.2. *Section Two: The Exclusion and Selection Criteria Form*

Candidates or their representatives shall provide a declaration on their honour, duly signed and dated in which they:

1. state whether or not they are in one or more of the situations referred to in Articles 106 and 107 of the Financial Regulation and detailed in the form;
2. state whether they fulfil the selection criteria
3. undertake to submit to the Commission any additional document relating to the exclusion/selection criteria, that the Commission considers necessary to perform its checks, within fifteen calendar days following the receipt of the Commission's request

To this end, candidates must fill in and sign the form in Annex 6.1 to these specifications.

The declaration(s) shall be signed by an authorised representative of the candidate.

Where the candidature involves more than one legal entity (including subcontractors), each entity must provide the form.

4.2.3. *Section Three: Evidence relating to the selection criteria*

Candidates shall provide proof of their economic and financial capacity by submitting the documents stated under paragraph 5.2.2 below. In case of a joint candidature / candidature with subcontractors, the documents concerning each economic operator shall be submitted under the respective party name.

Candidates shall equally provide proof of their professional and technical capacity by submitting the documents required under paragraph 5.2.3 below.

If evidence has already been provided for another procurement procedure and if the documents are up to date, reference can be made to the earlier procedure. In such case, the candidate shall provide a declaration of honour stating the reference of the relevant procedure and the confirmation that there has been no change in its present situation.

5. SELECTION OF THE SUCCESSFUL CANDIDATES

The assessment of the candidatures will be based on the information provided in the candidatures. The Commission reserves the right to use any other information from public or specialist sources.

This assessment will be performed by applying the criteria set out in these specifications. The list of successful candidates will be established through a process carried out in two successive stages.

The aim of each of these stages is:

- 1) to verify the compliance with the exclusion criteria, as defined in in article 106 and 107 of the Financial Regulation;
- 2) to verify the compliance with the selection criteria, the professional capacity and the financial capacity required by these specifications.

5.1. APPLICATION OF EXCLUSION CRITERIA AND EXCLUSION OF CANDIDATES

5.1.1. Declaration

As mentioned above under paragraph 4.2.2, candidates or their representatives shall provide the form in Annex 6.1 duly signed and dated in which they declare:

- (1) not to be in one or more of the situations referred to in Articles 106 and 107 of the Financial Regulation and detailed in the form;
- (2) to undertake to submit to the Commission any additional document relating to the exclusion criteria, that the Commission considers necessary to perform its checks, within 15 days following the receipt of the Commission's request.

5.1.2. Grounds for disqualification

In accordance with Articles 106 and 107 of the Financial Regulation, a contract for a given procedure may not be awarded to economic operators who:

- is in an exclusion situation established in accordance with Article 106;
- has misrepresented the information required as a condition for participating in the procedure or has failed to supply that information;
- was previously involved in the preparation of procurement documents where this entails a distortion of competition that cannot be remedied otherwise.

5.1.3. Evidence

The Commission may waive the obligation of a candidate to submit the documentary evidence referred to in paragraphs 1 and 2 if such evidence has already been submitted to it for the purposes of another procurement procedure and provided that the issuing date of the documents does not exceed one year 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 to the Commission in a previous procurement procedure and confirm that no changes in his situation have occurred. It shall indicate in its candidature all the references necessary to allow the Commission services to check this evidence.

Candidates failing to provide, along with their candidatures, the evidence mentioned above will not be rejected automatically. However, not providing the evidence documents by the end of the first phase of the restricted procurement procedure may lead to the rejection.

You may refer to the e-Certis web-site listing the certificates available in EU Member States:

<http://ec.europa.eu/markt/ecertis/login.do>

5.2. APPLICATION OF SELECTION CRITERIA (SELECTION OF CANDIDATURES)

This part of the specifications concerns the criteria and evidence relating to the technical and professional capacity, along with the ones referring to the economic and financial capacity of the service provider(s) involved in the candidature. It should also contain any other document that the candidate(s) wish(es) to include by way of clarification.

An economic operator may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. In that case, evidence must be provided that it will have at its disposal the resources necessary for performance of the contract, for example by producing a clear undertaking on the part of those entities to place those resources at its disposal.

If the economic and financial selection criteria are fulfilled by relying on a third party, the contracting authority may demand, if that candidate wins the contract, that this third party signs the contract (becomes a contractor) or, alternatively, provides a joint and several first-call guarantee.

If the third party chooses to sign the contract, the contracting authority should ensure that it is not in exclusion situation and it has access to the market.

If several service providers are involved in the bid, each of them must have the professional and technical capacity to perform the tasks assigned to them in the tender and have the necessary economic and financial capacity.

This rule applies to all legal entities once they have chosen to be candidates. If the candidature includes subcontractors, the Commission reserves the right to request evidence of their economic and financial capacity if the tasks subcontracted represent a substantial part of the contract.

5.2.1. Selection criteria

<u>SELECTION CRITERIA</u>	
1. FINANCIAL AND ECONOMIC CAPACITY	
1.1	Sufficient economic and financial capacity to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract.
1.2	Sufficient financial capacity in relation to the pre-financing foreseen under the contract.
1.3	Reliability of the mitigating measures presented to cover possible deficiencies in the evidence presented for the above criteria.
2. TECHNICAL AND PROFESSIONAL CAPACITY	
2.1	The candidates shall prove that they are able to provide at least one expert meeting each profile defined in Annex 6.9.
2.2	Compliance with the security requirements laid down in the SAL (Security Aspects Letter) as provided under Annex 6.8
2.3	The candidates shall not be in a situation of professional conflicting interest*.

* A tenderer may be in a situation of professional conflict of interest if it has executed or is presently executing contracts entailing security aspects for the Galileo and EGNOS programmes.

These criteria will be assessed on the basis of the documents referred to in 5.2.2 and 5.2.3.

The financial capacity will be assessed against the following financial ratios:

Liquidity			
Quick ratio	<0.5	$0,5 \leq i \leq 1$	>1
Financial Autonomy			
Interest / Gross operating profit	>0.4	$0,3 \leq i \leq 0,4$	<0.3
Profitability			
Gross operating profit / Turnover	<0.05	$0,05 \leq i \leq 0,15$	>0.15
Net operating profit / Turnover	<0.02	$0,02 \leq i \leq 0,04$	>0.04
Solvency			
Total debt / Equity	>6	$4 \leq i \leq 6$	<4

WEAK ACCEPTABLE GOOD

5.2.2. *Evidence of the economic and financial capacity of the service provider(s)*

All candidates shall provide proof of their economic and financial capacity by submitting the following documents:

- a. A full copy of the concerned legal entities' annual accounts (balance sheet, profit and loss account, notes on the accounts and auditors' remarks when applicable) of the last two years, as approved by the general assembly of the company and, where applicable, audited and/or published. These documents must be signed by the authorised representative of the candidate;
- b. Alternatively to a), by filling Annex 6.4, consisting of an extract of the concerned legal entities' annual accounts (balance sheet, profit and loss account, notes on the accounts and auditors' remarks when applicable) of the last two years, as approved by the general assembly of the company and, where applicable, audited and/or published. These documents must be signed by the authorised representative of the candidate.
- c. Appropriate statements from banks or evidence of professional risk indemnity insurance, for legal entities facing the impossibility to fully present evidence a).

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

The Commission may waive the obligation of a candidate to submit the documentary evidence referred to in paragraph 1 if such evidence has already been submitted to it for the purposes of another procurement procedure and provided that it complies with the requirements of the present restricted procedure. In such a case, the candidate shall indicate in the candidature the reference to the contract and Commission service for which the evidence has been provided, in order to allow the Commission services to check this evidence.

5.2.3. Evidence of the technical and professional capacity of the service provider(s)

The ability of service providers to perform services will be assessed in particular with regard to their know-how, efficiency, experience and reliability as specified in paragraph 5.2.1.

Evidence of the technical and professional capacity of the providers involved in the candidature may be furnished on the basis of the following documents:

- a. the educational and professional qualifications of the service provider or contractor and/or those of the firm's managerial staff and, in particular, those of the person or persons responsible for providing the services or carrying out the tasks; The Europass curriculum vitae format (<http://europass.cedefop.europa.eu/en/documents/curriculum-vitae>) shall be filled in and signed, by each person involved in the execution of the tasks foreseen in the tender. The precise contractual link with the candidate will also be described.

This evidence refers to selection criterion 2.1.

- b. a filled out compliance matrix to the Security Aspects Letter, (model provided in Annex 6.8)

This evidence refers to selection criterion 2.2.

- c. a list of contracts describing any activity performed in the last three years by the applicant for private companies (e.g. aerospace industry) or public/semi-public organizations (e.g. European Space Agency, GSA), dealing with provision of ground/space infrastructure and/or its operations in the frame of the EU GNSS Programmes,. This in order to understand if the applicant has been involved in the recent past in contributing to designing systems or operations affecting the security of EGNOS & Galileo, which this contract – among other tasks - aims to monitor over time.

This evidence refers to selection criterion 2.3.

- d. an indication of the proportion of the contract which the service provider may intend to subcontract.

By submitting a candidature, each legal entity involved therein accepts the possibility of a check being carried out by the Commission on its technical capacities and, if necessary, on its research facilities and quality control measures.

In addition, all candidates are informed that they may be asked to prove that they are authorised to perform the contract under national law, as evidenced by inclusion in a professional or trade register or a sworn declaration or certificate, membership of a specific organisation, express authorisation, or entry in the VAT register.

5.3. INFORMATION FOR CANDIDATES

The Commission will inform candidates of decisions reached concerning the selection for the second phase of the present restricted procedure, as well as for the award of the contract, including the grounds for any decision taken.

The Commission will inform the rejected candidates (rejected tenderers) of the reason of rejection.

6. **ANNEXES**

6.1. EXCLUSION CRITERIA FORM (INVITATION TO TENDER NO NN/PP/ENT/XXXX)

[This form is mandatory]

**Declaration on honour on
exclusion criteria and selection criteria**

The undersigned [*insert name of the signatory of this form*], representing:

<p><i>(only for natural persons)</i> himself or herself</p>	<p><i>(only for legal persons)</i> the following legal person:</p>
<p>ID or passport number:</p> <p>(‘the person’)</p>	<p>Full official name:</p> <p>Official legal form:</p> <p>Statutory registration number:</p> <p>Full official address:</p> <p>VAT registration number:</p> <p>(‘the person’)</p>

I – SITUATION OF EXCLUSION CONCERNING THE PERSON

(1) declares that the above-mentioned person is in one of the following situations:	YES	NO
a) it is bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under national legislation or regulations;	<input type="checkbox"/>	<input type="checkbox"/>
b) it has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which the contracting authority is located or those of the country of the performance of the contract;	<input type="checkbox"/>	<input type="checkbox"/>
c) it has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the		

person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:		
(i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) entering into agreement with other persons with the aim of distorting competition;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) violating intellectual property rights;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
d) it has been established by a final judgement that the person is guilty of the following:		
(i) fraud, within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of EU Member States, drawn up by the Council Act of 26 May 1997, and in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in the legal provisions of the country where the contracting authority is located, the country in which the person is established or the country of the performance of the contract;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(v) terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;	<input type="checkbox"/>	<input type="checkbox"/>
(vi) child labour or other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
e) the person has shown significant deficiencies in complying with the main obligations in the performance of a contract financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or	<input type="checkbox"/>	<input type="checkbox"/>

investigations by an Authorising Officer, OLAF or the Court of Auditors;		
f) it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;	<input type="checkbox"/>	<input type="checkbox"/>
g) for the situations of grave professional misconduct, fraud, corruption, other criminal offences, significant deficiencies in the performance of the contract or irregularity, the applicant is subject to: <ul style="list-style-type: none"> i. facts established in the context of audits or investigations carried out by the Court of Auditors, OLAF or internal audit, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body; ii. non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics; iii. decisions of the ECB, the EIB, the European Investment Fund or international organisations; iv. decisions of the Commission relating to the infringement of the Union's competition rules or of a national competent authority relating to the infringement of Union or national competition law; or v. decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body. 	<input type="checkbox"/>	<input type="checkbox"/>

II – SITUATIONS OF EXCLUSION CONCERNING NATURAL PERSONS WITH POWER OF REPRESENTATION, DECISION-MAKING OR CONTROL OVER THE LEGAL PERSON

Not applicable to natural persons, Member States and local authorities

(2) declares that a natural person who is a member of the administrative, management or supervisory body of the above-mentioned legal person, or who has powers of representation, decision or control with regard to the above-mentioned legal person (this covers company directors, members of management or supervisory bodies, and cases where one natural person holds a majority of shares) is in one of the following situations:	YES	NO	N/A
Situation (c) above (grave professional misconduct)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Situation (d) above (fraud, corruption or other criminal offence)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (e) above (significant deficiencies in performance of a contract)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (f) above (irregularity)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

III – SITUATIONS OF EXCLUSION CONCERNING NATURAL OR LEGAL PERSONS ASSUMING UNLIMITED LIABILITY FOR THE DEBTS OF THE LEGAL PERSON

(3) declares that a natural or legal person that assumes unlimited liability for the debts of the above-mentioned legal person is in one of the following situations:	YES	NO	N/A
Situation (a) above (bankruptcy)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (b) above (breach in payment of taxes or social security contributions)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

IV – GROUNDS FOR REJECTION FROM THIS PROCEDURE

(4) declares that the above-mentioned person:	YES	NO
h) has distorted competition by being previously involved in the preparation of procurement documents for this procurement procedure.	<input type="checkbox"/>	<input type="checkbox"/>

V – REMEDIAL MEASURES

If the person declares one of the situations of exclusion listed above, it must indicate measures it has taken to remedy the exclusion situation, thus demonstrating its reliability. This may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines. The relevant documentary evidence which illustrates the remedial measures taken must be provided in annex to this declaration. This does not apply for situations referred in point (d) of this declaration.

EVIDENCE

The list of documents to be provided as evidence confirming the present declaration can be found under Section 5.1.3,

6.2. Draft Service Contract

6.3. MODEL GUARANTEE

[MODEL] LETTER FOR PRE-FINANCING FIRST DEMAND GUARANTEE²

[Financial institution/Bank (Letterhead)]

[Place/Date]

European Union

Represented by the European Commission

Directorate-General [...] – [Unit]

B – 1049 Belgium

Reference: Contract [N° and exact title]

ARTICLE 1 – DECLARATION ON GUARANTEE, AMOUNT AND PURPOSE

We, the undersigned [name and address of the financial institution or bank] (hereinafter referred to as "the Guarantor") hereby confirm that we give the European Union, represented by the European Commission (hereinafter referred to as "the Commission"), an unconditional, irrevocable and independent first-demand guarantee consisting in the undertaking to pay to the Commission a sum equivalent to the amount of:

EUR [in figures: ...] (in words: ... EUR)

upon simple demand, for guarantee of the pre-financing(s) stipulated in the contract (N°/exact title, hereinafter referred to as the "contract") concluded between the Commission and [name and address], (hereinafter referred to as "the Contractor").

² The footnotes are internal instructions for the authorising officers only and must be deleted before the guarantee is signed. [Plain text]: items to be filled in. [*Text in italics*]: these items are optional and may be deleted depending on the context of the guarantee.

ARTICLE 2 – EXECUTION OF GUARANTEE

If the Commission gives notice that the Contractor has for any reason failed to reimburse pre-financings paid by the Commission, we, acting by order and for account of the Contractor, shall undertake to immediately pay up to the above amount, in EUR, without exception or objection, into a bank account designated by the Commission, on receipt of the first written request from the Commission sent by registered letter or by courier with acknowledgement of receipt. We shall inform the Commission in writing as soon as the payment has been made.

ARTICLE 3 – OBLIGATIONS OF THE GUARANTOR

1. We waive the right to require exhaustion of remedies against the Contractor, any right to withhold performance, any right of retention, any right of avoidance, any right to offset, and the right to assert any other claims which the Contractor may have against the Commission under the contract or in connection with it or on any other grounds.
2. Our obligations under this guarantee shall not be affected by any arrangements or agreements made by the Commission with the Contractor which may concern his obligations under the contract.
3. We shall undertake to immediately inform the Commission in writing, by registered letter or by courier with acknowledgement of receipt, in the event of a change of our legal status, ownership or address.

ARTICLE 4 – DATE OF ENTRY INTO FORCE

This guarantee shall come into force upon its signature. If, on the date of its signature, the first pre-financing has not been paid to the Contractor, this guarantee shall enter into force on the date on which the Contractor receives the first pre-financing.

ARTICLE 5 – END DATE AND CONDITIONS OF RELEASE

1. We may be released from this guarantee only with the Commission's written consent.

2. This guarantee shall expire on return of this original document by the Commission to our offices by registered letter or by courier with acknowledgement of receipt.
3. This must occur at the latest during the month after the pre-financing under the contract has been cleared through interim payment.
4. After expiry, this guarantee shall become automatically null and void and no claim relating thereto shall be receivable for any reason whatsoever.

ARTICLE 6 – APPLICABLE LAW AND COMPETENT JURISDICTION

1. This guarantee shall be governed by and construed in accordance with the law applicable to the contract.
2. The courts having jurisdiction for matters relating to the contract shall have sole jurisdiction in respect of matters relating to this guarantee.

ARTICLE 7 - ASSIGNMENT

The rights arising from this guarantee may not be assigned [*without our written consent*].

Done at [insert place], on [insert date]

[Signature/

Function at the Financial Institution/Bank]
Institution/Bank]

[_____]

[Signature/

Function at the Financial

6.4. FINANCIAL AND ECONOMIC CAPACITY OVERVIEW FORM (INVITATION TO TENDER NO 535/PP/GRO/SAT/16/9273)

Financial and Economic Capacity Overview			
Currency : EURO		Figures (000)	
	N* (* most recent figures available)	N-1	N-2
Total Balance Sheet			
TRADE DEBTORS <i>Amounts due by commercial customers</i>			
CAPITAL and RESERVES (Equity) <i>Amounts owned by the company</i>			
TRADE CREDITORS <i>Amounts due to commercial suppliers</i>			
SHORT TERM DEBT			
LONG TERM DEBT			
LIQUIDITY <i>Bank accounts, cash at hand</i>			
<u>About PROFIT & LOSS</u>			
TURNOVER			
ORDINARY RESULT			
EXTRAORDINARY RESULT			
INCOME TAX			
NET RESULT			

You may add any data that you would consider of vital relevance for your organisation and for the understanding of the above figures.

Comments: Please explain BRIEFLY important variations from one year to another if appropriate. In case of negative equity or repeated losses, please explain how the future of the organisation will be ensured.

6.5. SUBCONTRACTOR / LETTER OF INTENT 535/PP/GRO/SAT/16/9273

The undersigned:

Name of the company/organisation:

Address:

Declares hereby the intention to collaborate in the execution of the tasks subject to the above call for tender, in accordance with the terms of the offer to which the present form is annexed, if the contract is awarded to (*name of the candidate*).

Declares hereby accepting the general conditions attached to the tendering specifications for this call for tender, and in particular art. II.24 in relation with checks and audits.

Full name

Date

Signature

.....

6.6. POWER OF ATTORNEY

POWER OF ATTORNEY – MODEL 1

Agreement / Power of Attorney

(DESIGNATING ONE OF THE COMPANIES OF THE GROUP AS LEADER AND GIVING A MANDATE TO IT)

We the undersigned:

- Signatory 1 (Name, Function, Company, Registered address, VAT Number)
- Signatory 2 (Name, Function, Company, Registered address, VAT Number)
-
- Signatory N (Name, Function, Company, Registered address, VAT Number),

Each of them having the legal capacity required to act on behalf of his/her company,
HEREBY AGREE AS FOLLOWS:

In case the European Commission awards [Framework] Contract (« **the Contract** ») to Company 1, Company 2, ..., Company N (« **the Group Members** »), based on the joint offer submitted by them on for the supply of and/or the provision of services for ... (« **the Supplies and/or the Services** »).

(1) As co-signatories of the Contract, all the Group Members:

- (a) Shall be jointly and severally liable towards the European Commission for the performance of the Contract.
- (b) Shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the Supplies and/or the Services.

(2) To this effect, the Group Members designate Company X as **Group Leader**.
[N.B.: *The Group Leader has to be one of the Group Members*]

(3) Payments by the European Commission related to the Supplies or the Services shall be made through the Group Leader's bank account .[*Provide details on bank, address, account number, etc.*].

(4) The Group Members grant to the Group Leader all the necessary powers to act on their behalf in connection with the Supplies and/or the Services. This mandate involves in particular the following tasks:

(a) The Group Leader shall sign any contractual documents—including the [Framework] Contract, [Specific Agreements] and Amendments thereto—and issue any invoices related to the Supplies or the Services on behalf of the Group Members.

(b) The Group Leader shall act as single point of contact for the European Commission in connection with the Supplies and/or the Services to be provided under the Contract. It shall co-ordinate the provision of the Supplies and/or the Services by the Group Members to the European Commission, and shall see to a proper administration of the Contract.

Any modification to the present agreement / power of attorney shall be subject to the European Commission's express approval.

This agreement / power of attorney shall expire when all the contractual obligations of the Group Members towards the European Commission in connection with the Supplies and/or the Services to be provided under the Contract have ceased to exist. The parties cannot terminate it before that date without the Commission's consent.

Signed in on

Name

Function

Company

Name

Function

Company

Name

Function

Company

Name

Function

Company

POWER OF ATTORNEY – MODEL 2

Agreement / Power of Attorney

(CREATING THE GROUP AS SEPARATE ENTITY, APPOINTING A GROUP MANAGER AND GIVING A MANDATE TO HIM/HER)

We the undersigned:

- Signatory 1 (Name, Function, Company, Registered address, VAT Number)
- Signatory 2 (Name, Function, Company, Registered address, VAT Number)
-
- Signatory N (Name, Function, Company, Registered address, VAT Number),

Each of them having the legal capacity required to act on behalf of his/her company,
HEREBY AGREE AS FOLLOWS:

In case the European Commission awards [Framework] Contract (« **the Contract** ») to Company 1, Company 2, ..., Company N (« **the Group Members** »), based on the joint offer submitted by them on for the supply of and/or the provision of services for ... (« **the Supplies and/or the Services** »).

(1) As co-signatories of the Contract, all the Group Members:

- (a) Shall be jointly and severally liable towards the European Commission for the performance of the Contract.
- (b) Shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the Supplies and/or the Services.

(2) To this effect, the Group Members have set up under the laws of the Group (« **the Group** »). The Group has the legal form of a [*Provide details on registration of the Group: VAT Number, Trade Register, etc.*].

(3) Payments by the European Commission related to the Supplies or the Services shall be made through the Group's bank account . [*Provide details on bank, address, account number, etc.*].

(4) The Group Members appoint Mr/Ms as **Group Manager**.

(5) The Group Members grant to the Group Manager all the necessary powers to act alone on their behalf in connection with the Supplies and/or the Services. This mandate involves in particular the following tasks :

(a) The Group Manager shall sign any contractual documents—including the [Framework] Contract, [Specific Agreements] and Amendments thereto—and issue any invoices related to the Supplies or the Services on behalf of the Group Members.

(b) The Group Manager shall act as single point of contact for the European Commission in connection with the Supplies and/or the Services to be provided under the Contract. He/she shall co-ordinate the provision of the Supplies and/or the Services by the Group Members to the European Commission, and shall see to a proper administration of the Contract.

Any modification to the present agreement / power of attorney shall be subject to the European Commission's express approval.

This agreement / power of attorney shall expire when all the contractual obligations of the Group Members towards the European Commission in connection with the Supplies and/or the Services to be provided under the Contract have ceased to exist. The parties cannot terminate it before that date without the Commission's consent.

Signed in on

Name

Function

Company

Name

Function

Company

Name

Function

Company

Name

Function

Company

6.7. CHECKLIST OF DOCUMENTS TO BE SUBMITTED

The purpose of the table below is to facilitate the preparation of the candidature by providing an overview of the documents that must be included (marked by ■) depending on the role of each economic operator in the candidature (coordinator/group leader in joint candidature, partner in joint candidature, single contractor, main contractor, subcontractor).

Some of the documents are only relevant in cases of joint candidatures or when subcontractors are involved. Additional documents might be necessary depending on the specific characteristics of each candidature.

In the first phase of the restricted procedure, candidates shall submit the following documents:

Description	Section	Coordinator or group leader in joint bid	All partners in joint bid	Single or Main contractor	Sub-contractor
Power of attorney of partners in joint bid indicating the group leader (see annex 6.6)					
Letter of intent of subcontractor (see annex 6.5)					
Legal Entity Form (see section 4.2.1) Download the form from : http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm					
Supporting documents for the Legal Entity File Form					
Financial Identification form (see section 4.2.1) Download the form from: http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm					
Exclusion Criteria form (see section 5.1.1 and annex 6.1)					
Evidence of Economic and financial capacity (see section 5.2.2 and annex 6.4)					
Evidence of Technical and professional capacity (see section 5.2.3) Go to the following page to fill in the CV: http://europass.cedefop.europa.eu/europass/preview.action?locale_id=1					

6.8. COMPLIANCE MATRIX TO THE REQUIREMENTS OF THE SECURITY ASPECTS LETTER

SAL requirements	YES (remarks)	NO (remarks)
- [REQ 1] The performance of this contract shall involve classified information up to the level of RESTREINT UE/EU RESTRICTED and it shall be classified at RESTREINT UE/EU RESTRICTED level.		
- [REQ 2] Contractor's personnel as well as subcontractors' personnel involved in work under this Contract shall be nationals of the eligible countries referred to in Section 3.3 of the Tender Specifications No 535/PP/GRO/SAT/16/9273, unless otherwise agreed in advance with the EC. They shall hold a valid PSC for handling EU or national classified information at the level of RESTREINT UE / EU RESTRICTED when this is required by national legislation. Access by non-participants nationals shall be done in accordance with European GNSS PSI requirements.		
- [REQ 3] The documents listed under the section "Reference Documents" of this SAL 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 GALILEO Security classification guide.		
- [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 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 EC. 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 EC 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 EC, 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 the procedure for Security Violations reported in the European GNSS PSI section 2.7 should be followed.		
- [REQ 8] For work performed on the EC premises, the Contractor and its personnel shall comply with the security requirements as described in Annex B of the present Security Aspects Letter: Access to the EC 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 procedures for subcontracting in the European GNSS PSI and the common minimum standards contained in this SAL, which will be applied to all potential subcontracts.		
- [REQ 12] A Security Classification Guide (SCG) coherent with the Standalone Galileo SCG 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 EC, in accordance with the European GNSS PSI section III.		
- [REQ 14] 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 15] 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 16] 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 EC.		
- [REQ 17] The NSA/DSA of the participant in which the Contractor is registered shall be informed by the Contractor and by the EC GNSS Security Officer.		
- [REQ 18] When a classified contract or a classified subcontract is terminated, the Contractor and the EC 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 19] Throughout the life of the classified contract, compliance with all its security provisions shall be monitored by the EC, 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.		
- [REQ 20] 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.		

6.9. ANNEX- Detailed criteria related to the candidates' technical and professional capacity

Profile 1: Project Manager / Senior Expert

- Capacity to work and communicate efficiently in English (written and oral);
- At least Bachelor degree in a sector relevant for the required experience mentioned here below;
- At least 5 years experience in the industry of satellite navigation, European GNSS programmes (Galileo & EGNOS) or the GNSS applications market (including regulatory aspects).
- At least 3 years experience in the GNSS system architecture (space and ground infrastructure, system integration and operations) and security aspects related to protection of infrastructure itself, GNSS signals and services.
- At least 3 years experience in GNSS user receiver technology and the value chain (i.e. customer/suppliers relationships) in the industry.
- At least 5 years experience in international (i.e. covering more than 2 countries) consulting assignments for market due diligences, merger and acquisitions, company evaluations and other fact-based strategic matters which involved gathering and analysing significant amount of commercially sensitive data and information. At least two of such assignments have to be in the Aerospace or Defence or Security sector.

Please note that:

- *One calendar year can be accounted for experience in more than one of the fields above (e.g. if the expert worked in GNSS receiver and on a consulting assignment of due diligence during a year, such year can count for both fields).*
- *Profile 1 requirement in terms of experience can be complied with also by proposing more than one expert, with a maximum of 2 persons (e.g. one having the first three types of experiences and another with the fourth).*

Profile 2: Expert

- Capacity to work and communicate efficiently in Chinese and English (written and oral);
- At least Bachelor degree in a sector relevant for the required experience mentioned here below;
- Analysis of market and companies data and information or industry supply chain functioning or international trade with a focus on China.

Profile 3: Expert

- Capacity to work and communicate efficiently in Russian and English (written and oral);
- At least Bachelor degree in a sector relevant for the required experience mentioned here below;
- Proven experience in analysis of market and companies data and information or industry supply chain functioning or international trade with a focus on Russia.

Profile 4: Expert

- Capacity to work and communicate efficiently in Hindi and English (written and oral);
- At least Bachelor degree in a sector relevant for the required experience mentioned here below;
- Proven experience in analysis of market and companies data and information or industry supply chain functioning or international trade with a focus on India.