

EUSPA/OP/37/23
**"Provision of support services to the European Union Agency for the Space Programme and
the European Commission"**

Annex I to Invitation to Tender

"Tender Specifications"

(All Lots)

**(update after
Corrigendum 7)**

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1 Overview

The present Tender Specifications, attached to the Invitation to Tender, complement the information contained in the Contract Notice with further details on the procurement procedure and scope.

1.1 Context of the tender: European Union Agency for the Space Programme and Union Space Programme

The European Union Agency for the Space Programme (hereinafter referred to as “EUSPA”, “the Agency” or “the Contracting Authority”) is a European Union decentralised agency whose mission is to contribute to the European Union Space Programme. EUSPA replaces and succeeds the European GNSS Agency formed by the European Union to accomplish specific tasks related to the European GNSS programmes (including Galileo and EGNOS).¹ EUSPA takes on increased responsibilities not only for Galileo and EGNOS, but also for other EU Space Programme components, including Copernicus, GOVSATCOM and Space Situational Awareness (SSA).

Further information can be found on the Agency’s web site at <https://www.euspa.europa.eu/>. This website contains, for instance, information about:

- European GNSS programmes (<https://www.euspa.europa.eu/european-space/eu-space-programme/what-gnss>); or
- Legal framework applicable to EUSPA (<https://www.euspa.europa.eu/media-library/register-of-documents>)

Following the requirements under Article 160 of Regulation (EU, Euratom) 2018/1046 on the financial rules (“Financial Regulation” or “FR”²) with regard to broad competition and the objectives of Regulation (EU) 2021/696 of the European Parliament and of the Council of 28 April 2021 establishing the Union Space Programme and the European Union Agency for the Space Programme (“Space Regulation”), in particular its Article 14(1) to promote the widest and most open participation possible throughout the Union by all economic operators, in particular by new entrants and SMEs, including through encouraging recourse to sub-contracting by the tenderers, this procurement has been broken down into lots, covering different needs of the Contracting Authority and different areas of expertise.

Considering their roles in managing and implementing the EU space programmes, the European Commission (hereinafter referred to as “EC”, “the Commission”, “the Contracting Authority”) and

¹ Regulation (EU) 2021/696 of the European Parliament and of the Council of 28 April 2021 establishing the Union Space Programme and the European Union Agency for the Space Programme and repealing Regulations (EU) No 912/2010, (EU) No 1285/2013 and (EU) No 377/2014 and Decision No 541/2014/EU

² Regulation (EU, Euratom) 2018/1046 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012

the Agency both have a need to procure services subject to all Lots of the present tender. Accordingly, there is the possibility of efficiency gains for both entities (i.e., economies of scale) when procuring these services on an interinstitutional basis in accordance with Article 165 FR. This means that both the Agency as well as the Commission will act as Contracting Authorities towards the respective contractors for the foregoing lots, putting each of them in the position to independently award specific contracts to cover their individual needs as they may arise during the term of the respective framework contract.

Consequently, for all the Lots 1 - 5, subject to interinstitutional procurement and any related tender documents and clauses, the use of the term 'Contracting Authority' in this document and its Annexes shall be understood to apply to both EUSPA and EC, unless explicitly indicated otherwise. EUSPA, in its role of a leading Contracting Authority, will be acting as single contact point for this call for tenders and shall sign the Framework Contracts to be awarded as a result of this inter-institutional procurement procedure.

Please be advised, that the implementation of the EU Space Programme tasks, currently entrusted to EUSPA for the period 2021-2027 as per EU Space Regulation³ and the HE Regulation⁴, is performed as per the arrangements set in the Financial Framework Partnership Agreement (Art. 28(4) EU Space Regulation) and the respective Contribution Agreements with the European Commission and the European Space Agency. For the next financial perspective 2028-2034, a new, successor regulatory instruments should be adopted, defining the evolution of the EU Space Programme and the tasks entrusted to EUSPA. As a result, EUSPA's growing mandate and increased responsibilities are expected to further evolve upon 2027.

In parallel, EUSPA may be entrusted with further tasks, including, by way of example and without limitation to, other interconnected Space Programmes such as the IRIS²⁵.

The Agency's envisaged that such evolution of its tasks shall generate the need for provision of additional support services. This need is accordingly addressed in the scope of the present tender.

1.2 Outline of the tender

Name: EUSPA/OP/37/23 – "Provision of support services to the European Union Agency for the Space Programme and the European Commission "

Procedure: Open procedure in accordance with Article 164 1. (a) FR for procurement of services in 5 (five) lots.

³ Regulation (EU) 2021/696 of the European Parliament and of the Council of 28 April 2021 establishing the Union Space Programme and the European Union Agency for the Space Programme and repealing Regulations (EU) No 912/2010, (EU) No 1285/2013 and (EU) No 377/2014 and Decision No 541/2014/EU695

⁴ REGULATION (EU) 2021/695 of the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe – the Framework Programme for Research and Innovation, laying down rules for participation and dissemination, and repealing Regulations (EU) No 1290/2013 and (EU) No 1291/2013

⁵ REGULATION (EU) 2023/588 of the European Parliament and of the Council of 15 March 2023 establishing the Union Secure Connectivity Programme for the period 2023-2027

1.3 Principles

- Tenderers are required to accept all the terms and conditions set out in the Invitation to Tender, Tender Specifications and Draft Contract, as well as their Annexes. Tenderers are required to waive their own general or specific terms and conditions. The terms and conditions set out in the Invitation to Tender, Tender Specifications and Draft Contract, as well as their Annexes, shall be binding on the tenderers to whom the Contract are awarded, throughout the duration of the said Contracts.
- Any attempt by a Tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or the Contracting Authority during the process of examining, clarifying and evaluating tenders will lead to rejection of its tender and may result in administrative penalties.
- This document, its annexes, the Draft Contract and any subsequent document for this activity to be issued by EUSPA in the course of this procurement process are in no way binding on the Contracting Authority. The contractual relationship with the Contracting Authority commences only upon signature of the contract with the successful Tenderer.
- The Contracting Authority may either abandon the procurement or cancel the award procedure, without Tenderers being entitled to claim any compensation.
- The Contracting Authority reserves the right to supplement, vary, terminate or otherwise amend the tendering process, to the extent allowed under applicable procurement rules and without any liability for financial compensation to the Tenderers.

1.4 Purpose of the Invitation to Tender

The objective of the Invitation to Tender is to conclude 2 (two) Multiple Framework Contracts per each lot (hereinafter referred to separately and/or individually as “the Contract”, “Framework Contract”, or “FWC”), as further detailed below, in cascade.

Considering the different nature of the technical activities (tasks) to be performed under each lot and the objectives of the concerned areas, the procurement procedure is divided into 5 (five) distinctive lots.

The lots of the present procurement are the following:

- Lot 1: Mission, Services Engineering and Uptake Support
- Lot 2: Ground and Space Segments Engineering Support
- Lot 3: Security-Cyber and Risk Analysis Support
- Lot 4: Project Management & Quality Support
- Lot 5: Operations and Service Provision and Management Support

The technical activities (tasks) to be performed under each lot are detailed in the specific technical terms of reference per lot.

These tasks are meant to support Contracting Authorities in discharging their respective roles in the implementation of the EU Space Programme Components and for the execution of future tasks that may be entrusted in relation to other EU Space Programmes, such as the IRIS²

1.5 Limitation of the number of contracts to be awarded

Tenderers may tender for one or several lots, but must make a separate offer for each lot, as lots will be evaluated separately.

1.5.1 In order to avoid reliance on a single provider, considering the criticality of the services for the Agency's operations and the continuity of services, as set out in art. 14, paragraph 1), letter b) of the Space Regulation, the Contracting Authority will limit the number of lots to be awarded to same tenderer either as first or as second Contractor in cascade to 2 (two) out of 5 (five) lots, even in case such tenderer is found to have submitted the most economically advantageous tender and / or the second ranked⁶ tender for more or all the lots.

In the situation described above, the Contracting Authority shall award to the same tenderer the 2 (two) lots of the highest value, as per the ceilings defined in section 2.2.5

In such a case, the framework contracts for the remaining lots where the tenderer, subject to the above-mentioned limitation, has submitted the most economically advantageous tender will be awarded to the tenderer having submitted the second most economically advantageous tender.

The same rule shall apply where the second-ranked tenderer will result as such for a number of lots higher than two. In this case the remaining lots will be awarded to the third ranked tenderer.

1.5.2 By way of exception to the above:

- the tenderer having submitted the most economically advantageous tender for more than two lots, taking into consideration the mechanism above, can be awarded additional lots:
 - as first contractor in cascade, if it is found to be the best tenderer and the sole tenderer for the considered lot;
 - as second contractor in cascade, if no other tenderer is there to serve as second in cascade;
- second ranked tenderers can be awarded the additional lots for which they are found to be the second ranked tenderers only in case there are no further tenderers for the lot concerned.

1.5.3 Consortia

⁶ Second-ranked tender is to be understood as the second most economically advantageous tender to result from the evaluation process of the submitted tenders to be conducted by the Contracting Authority.

For the specific purposes of this tender and in connection with the provisions under sections 1.5.1 and 1.5.2 establishing limitation in the number of contracts to be awarded to the same tenderer⁷:

- the same economic operator cannot be member of more than one consortium;
- the same economic operator cannot submit a bid for a given lot as member of a consortium and a bid for the same lot as sole tenderer.

Non-compliance to this requirement will lead to rejection of the tender.

Entities belonging to the same Group⁷ intending to submit a tender for different lots shall have to provide evidence of the autonomous/non-collusive character of the tender.

1.6 Transfer of undertakings

Tenderers are informed that part of the activities/services constituting the subject matter of this tender are currently performed by incumbent Contractor/s. In case of a change of Contractor/s as a result of the present tender, the Tenderers shall assess the applicability of the Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as implemented in the relevant national legislation(s). Any risk or impact stemming from the application of the above-mentioned legislation shall be entirely allocated to the Contractor and shall be taken into consideration in the formulation of the offer.

In the interest of compensating information which an incumbent may have for estimation of expected effort for implementing tasks under individual lots when preparing their tender, the respective Table 3 per Annex I.I. for each lot provides information on the indicative efforts expected to be engaged for the particular task under the current contract.

1.7 Applicable legal acts and rules

The legal context of this procurement procedure is given for indicative and non-exhaustive purposes by the following documents:

- Financial Regulation (FR);
- EUSPA Financial Regulation⁸;
- EU Space Programme Regulation⁹;
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);
- Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union

⁷ As defined in section 2.2.10

⁸ European GNSS Agency Financial Regulation 2019 adopted by its Administrative Board on 16 August 2019.

⁹ Regulation (EU) 2021/696 of the European Parliament and of the Council of 28 April 2021 establishing the Union Space Programme and the European Union Agency for the Space Programme and repealing Regulations (EU) No 912/2010, (EU) No 1285/2013 and (EU) No 377/2014 and Decision No 541/2014/EU.

institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC.

- Commission Decision (EU, Euratom) 2015/443 of 13 March 2015 on Security in the Commission.
- Commission Decision (EU, Euratom) 2015/444 of 13 March 2015 on the security rules for protecting EU classified information
- Council Decision 2013/488 of 23 September Council Decision 2013/488 of 23 September 2013 on the security rules for protecting EU classified information
- Commission Decision (EU, Euratom) 2017/46 of 10 January 2017 on the security of communication and information systems in the European Commission.
- Regulation on public access to documents¹⁰;
- Decision No 1104/2011/EU of the European Parliament and of the Council of 25 October 2011 on the rules for access to the public regulated service provided by the global navigation satellite system established under the Galileo programme.
- Commission Decision of 29 November 2001 amending its internal Rules of Procedure, 2001/844/EC, ECSC, Euratom, as last amended by Commission Decision 2006/548/EC, Euratom of 5 August 2006.
- Council Decision (CFSP) 2021/698 of 30 April 2021 on the security of systems and services deployed, operated and used under the Union Space Programme which may affect the security of the Union, and repealing Decision 2014/496/CFSP.
- The Programme Security Instruction (PSI) concerning European GNSS Programmes, always in the latest version (current: Version [4.1] issued by the GNSS Security Board (GNSS SB) dated [26 September 2014]).
- Financial Framework Partnership Agreement (FFPA) between the European Commission representing the European Union and EUSPA and ESA on the implementation of the Union Space Programme and Horizon Europe
- Contribution Agreement between the European Commission representing the European Union and EUSPA on the implementation of the Union Space Programme and Horizon Europe under the FFPA

It shall be the contractor's duty and corresponding sole responsibility to comply and ensure full compliance with all applicable laws at any part of performance under the contract contemplated to be awarded as a result of the current procedure.

¹⁰ Council Regulation (EC) No 1049/2001 of 30 May 2001 regarding public access to European Parliament, Council and Commission documents.

1.8 Procurement schedule

Timetable	Date	Comments
Launch of procurement process - submission for publication of Contract Notice to the Supplement to the EU Official Journal	23 February 2024	All documents of the Invitation to Tender available at: Funding & Tenders Portal https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/opportunities/tender-details/a0afc6f2-a024-4ae3-8393-5dfde22f0001-CN and EUSPA website http://www.EUSPA.europa.eu/EUSPA/procurement
Industry Day	15 March 2024	According to section 4.8 of the present document
Deadline for submission of a non-disclosure undertaking (hereinafter referred to as 'NDU') for access to Proprietary Information (unclassified and classified information) for all LOTs	12 April 2024	The deadline is advisory , it is up to the tenderer to decide when to submit the NDU, so that they have enough time to prepare their tender. NDU received less than a week before tender submission deadline may not be processed by EUSPA
Deadline for requests of clarifications	15 24 May 2024 Corrig.7	Clarification requests to be sent in writing only to: tenders@EUSPA.europa.eu
Last date on which clarifications may be issued by EUSPA	17 28 May 2024 Corrig.7	All clarifications will be published at the EUSPA's procurement website: http://www.EUSPA.europa.eu/EUSPA/procurement Tenderers are encouraged to check the EUSPA's procurement website on a regular basis.

Deadline for submission of tenders	23 May 3 June 2024 at 23.59 CET <small>Corrig.7</small>	According to conditions of submissions set out in section 4.7 of these specifications.
Opening session and start of evaluation process	28 May 6 June 2024 <small>Corrig.7</small>	As per section 4.9 of the present document: Lot 1: 14:00 Lot 2: 14:30 Lot 3: 15:00 Lot 4: 15:30 Lot 5: 16:00 All times shall be intended as the local time on the EUSPA premises in Prague, Czech Republic.
Completion of evaluation	26 July August 2024 (estimated) <small>Corrig.7</small>	
Award	August/September 2024 (estimated)	
Estimated start of implementation of the Contract The estimated date is only indicative, it may be changed and it is not binding on the Contracting Authority.	Upon award	

Table 1 – procurement schedule

2 Terms of reference

2.1 High level description of the Lots

2.1.1 Introduction to Lots and general management requirements

Considering the different nature and objectives of the activities to be performed, Framework Contracts will be awarded for the 5 (five) lots described in the following sections.

Tenderers may tender for one or more lots but must make a separate tender for each lot, as lots will be evaluated separately. The number of contracts that may be awarded to 1 (one) tenderer is re-



stricted to 2(two) as provided in section 1.5.

EUSPA/OP/37/23
Annex I - Tender Specifications
Applicable for all Lots

The Contracting Authority will not accept double financing of Contractor's staff and expenses across lots and tasks. The Tenderers shall therefore ensure through appropriate organisational measures that resources and related activities are clearly allocated to individual lots and tasks and do not overlap with activities in other lots / tasks.

Effort for the Contractor's own management of the contract must not be charged separately but shall be included in the price of the Contract.

As part of its contract management, the Contractor must in particular, without limitation, comply with the requirements below, as well as Annex I.M – Management Requirements for EUSPA/OP/37/23:

1. Implement proper configuration and tracking of the tasks' implementation in service and deliverables modes and project documentation and records;
2. Ensure service availability and continuity throughout the term of the FWC;
3. Ensure and demonstrate compliance with security rules;
4. Manage the risks related to the specific contract execution, including health and safety aspects;
5. Monitor the applicable schedule, costs, and quality of the services;
6. Ensure the acceptance and invoicing of the services and deliverables in line with the contractual requirements;
7. Ensure quality performance as per section 2.1.10

Lot 1: Mission, Services Engineering and Uptake Support

The description of tasks, expected deliverables, and further details on requirements is provided in Annex I.I.1-Statement of Work and Simulation Exercise.

Lot 2: Ground and Space Segments Engineering Support

The description of tasks, expected deliverables, work packages and further details on requirements is provided in Annex I.I.2.-Statement of Work and Simulation Exercise.

Lot 3: Security-Cyber and Risk Analysis Support

The description of tasks, expected deliverables and further details on requirements is provided in Annex I.I.3-Statement of Work and Simulation Exercise.

Lot 4: Project Management & Quality Support

The description of tasks, expected deliverables and further details on requirements is provided in Annex I.I.4-Statement of Work and Simulation Exercise.

Lot 5: Operations and Service Provision and Management Support

The description of tasks, expected deliverables and further details on requirements is provided in Annex I.I.5-Statement of Work and Simulation Exercise.

2.1.2 Functions and profiles of Contractor personnel

For the performance of the Tasks subject, Tenderers may choose to make available personnel with the following functions/profiles. With their tender, CVs¹¹ of the personnel proposed by the Tenderer to perform the activities shall be provided to EUSPA for verification of profile compliance.

If the consultant acquires during the contract implementation experience necessary for a higher profile, the Contractor may request his/her requalification for higher profiles.

Function	Lot	Profile
F1 - Principal Consultant	All Lots	Minimum 10 (ten) years of experience in the tasks
F2 - Senior Consultant	All Lots	Minimum 6 (six) years of experience in the tasks
F3 – Junior Consultant	All Lots	Minimum 3 (three) years of experience in a similar field or task
O - Operational Support Provider	Lots 5	minimum 3 years of experience in the operation or support to operation of complex systems, similar to the ones for which operations support is to be provided as per the respective tasks

Table 2 - Personnel functions and profiles

2.1.3 Deliverables

The deliverables to be supplied during the execution of the FWCs may include:

- Technical reports/analyses whose content is within the scope of the specific technical terms of reference for all Lots that will be further specified in specific contracts,
- Progress reports (monthly, quarterly, ad hoc, final) as defined in the relevant specific contracts,
- Timesheets for the tasks, delivered in Service Mode, according to the format approved by the Contracting Authority,

¹¹ CVs shall be provided in a searchable format, i.e. like word or searchable .pdf with the exclusion of scanned files, including name and surname.

- Updated list of the documents received from the Contracting Authority or transmitted to the Contracting Authority, etc.

And upon request by the Contracting Authority:

- Presentations,
- Minutes of meeting,
- Other specific deliverables related to the execution of the tasks defined in specific technical terms of reference for the lots.

Unless otherwise specified by the Contracting Authority, for each task, the Contractor shall deliver an electronic copy of each deliverable with all relevant data. The Contracting Authority may request that the Contractor also submits a paper copy of the final versions of the deliverable and annexes at no additional costs.

2.1.4 Place of performance

The place of performance of the tasks shall be as defined in the SoW for each lot (Annex I.1 – I.5).

The tenderers shall bear in mind that during the performance of the tasks, their involved personnel may be requested to travel on missions to destinations other than the ones mentioned in the foregoing Annexes, primarily within the European Union, but not exclusively. The provisions for travel and subsistence expenses as laid down in the FWC shall apply.

2.1.5 Contractor Personnel

The Contractor shall provide the list of active staff that have demonstrated experience in the field to ensure outstanding quality in performing the critical tasks identified in the Statement of Work (SoW). Additionally, a list of staff members with an active and valid PSC shall be identified for work on classified documents and matters.

The Contractor shall be responsible for any delay in the execution of the tasks assigned to it resulting from the replacement of staff.

2.1.6 Simulation exercise

The aim of the simulation exercise is to provide the Tenderers with an overview of the range of activities they may be asked to perform under the FWCs, based on the tasks described above and in the Statement of Work (SoW). The simulation exercise is further a **likely and common scenario for the implementation of the FWCs** through specific contracts for individual tasks; hence, **the quality and the price of the submitted tenders will be evaluated based on it as well**. The simulation exercise is available in the Annex I.I for each lot.

With their tender, the Tenderers shall submit the input requested for the Simulation Exercise as described in sections 4 of the Annex I.I.1 -Lot 1, Annex I.I.2 – Lot 2, Annex I.I.3 – Lot 3, Annex I.I.4 – Lot 4

and Annex I.I.5 – Lot 5 as relevant for the tendered lot, taking into consideration the information on the indicative level of support required by the Contracting Authority for the delivery of the respective tasks under the different lots in Table 3¹² and the indicative expected effort related to the tasks included in the Simulation exercise, provided in Table 6.

Each Simulation Exercise has been designed to obtain the Tenderers' offers, both in terms of deployed resources and price with respect to an indicative set of tasks, which are to be implemented in Service or Deliverable Modes, they may be asked to perform under the FWC of a specific Lot, based on the tasks described in Statement of Work (Sow), Annex I.I. Due to the nature of Contracting Authorities' activities and their evolving character, the Simulation Exercises are indicative and will be used mainly for evaluation purposes. Nevertheless, should at the time of placing a specific contract the assumptions, terms and conditions according to which a scenario has been developed not be subject to changes, the Tenderer's offer for the scenario shall be considered binding and enforceable.

The simulations span over a period of 12 (twelve) months of the maximum 4-year period of the FWC, in light of the likely repetition of activities following the simulated initial 12 (twelve) months.

The first Specific Contracts may follow the requirements expressed in the respective Simulation Exercises with the possibility of slight down- or upward adjustments which the Contractor shall accommodate with respective corresponding adjustments of the offered price, fully supported by the increased/decreased effort and based on its quotations under **[Annex I.F]** (Lots 1 through 5), as forming part of its tender.

Overall, the obligations of the Tenderer in performing activities and services mentioned or referred to in the Simulation Exercises shall form part of the successful Tenderers' contractual obligations for performing the services under the given FWC.

2.1.7 Resource estimation / approach for deliverables production

- (a) For each task in the simulation exercise, the Tenderer shall identify in its tender
 - (i) the proposed suitable team to execute each task (when it is to be delivered in a Service Mode) and
 - (ii) the methods, proposed approach and the justification for its selection, work schedule, the proposed organisation and the involvement of the different profiles, envisaged for the production of each deliverable under Deliverables Mode.

The proposed team and approach for the task delivery will be subject to tender evaluation, under award criterion Q2.

¹² Provided to ensure level playing field – see section 1.6

- (b) At a specific contract implementation level, the Contractor's project manager shall identify a suitable team to execute each task in Service Mode / propose the methods, schedule, organisation and profiles involvement for the production of each Deliverable. The Contracting Authority will assess the proposal and confirm it, if deemed acceptable. The Contractor shall then deploy the confirmed team / organise the deliverables production in accordance with the confirmed schedule and work on the tasks until the respective tasks / deliverables are duly provided to the Contracting Authority.

2.1.8 Quality and acceptance

The Contracting Authority will assess the completion of tasks by comparing the quality and coverage of the deliverables against the requirements specified in the specific contract. Details will be included in each specific contract.

Details on the acceptance process are provided in Annex I.M and will be included in each specific contract.

2.1.9 Statement of Works for lots including the simulation exercises

- **Lot 1:** Provided in section 4 of Annex I.I.1 – Lot 1
- **Lot 2:** Provided in section 4 of Annex I.I.2 – Lot 2
- **Lot 3:** Provided in section 4 of Annex I.I.3 – Lot 3
- **Lot 4:** Provided in section 4 of Annex I.I.4 – Lot 4
- **Lot 5:** Provided in section 4 of Annex I.I.5 – Lot 5

2.1.10 Quality performance assessment

Activities carried out under the FWCs shall meet the highest professional standards and include, without limitation as specified in Annex I.M:

- Effective contract management: seeking agreement on objectives, timing and deliverables, adjusting them when needed.
- Compliance with the schedule for execution of deliverables.
- Reliable and efficient document management, including storage.
- Transparent reporting and risk management: any technical deviation (such as a change of scope, schedule, planning) or administrative deviation (such as a change of legal representative, address, bank details, contact person, composition of consortium and/or of subcontracting) must be immediately reported to the Contracting Authority.
- Quarterly reporting as requested by the Contracting Authority. To this end, and unless otherwise agreed, regular meetings may be organised via teleconference or at either the Contracting Authority's or the Contractor's premises.

2.1.11 File management

The Contractor shall ensure soft and hard copy management of files attributed to the Contractor and ensure short periodic transfer of this data to the Contracting Authority.

Access to the Contracting Authority's internal databases and software (such as an intranet, internal functional mailboxes) is not planned to be granted to the Contractor's personnel. However, EUSPA keeps at its discretion the possibility to grant such an access and it may require that the consultants use these tools. The Contractor's personnel shall be able to use any tool that the Contracting Authority is using for file management.

2.2 Legal and contractual terms of reference

2.2.1 Participation conditions

2.2.1.1 For all Lots:

Participation conditions for tenderers (prime contractors, Core team members and subcontractors involved in security-sensitive activities)

In order to protect the essential security interest of the Union and its Member States, in accordance with Article 24 of Regulation (EU) 2021/696¹³, the participation to this tender is open to economic operators fulfilling the following three cumulative conditions:

- a) legal entities established in a Member State with their executive management structures established in that Member State.
 - Economic operators are considered established in the EU when they are formed in accordance with the law of an EU Member State, and have their central administration, registered office and principal place of business in an EU Member State (if legal persons) or they are nationals of one of the EU Member States (if natural persons);
 - 'Executive management structure' means the body of the legal entity appointed in accordance with national law and which, where applicable, reports to the chief executive officer or any other person having comparable decisional power, and which is empowered to establish the legal entity's strategy, objectives and overall direction, and oversees and monitors management decision-making.
- b) economic operators committing to carry out all relevant activities in one or more Member States; and
- c) legal entities not being subject to control by a third country or third country entity. For the purpose of this paragraph 'control' means the ability to exercise a decisive influence over a legal entity directly or indirectly through one or more intermediate legal entities.

¹³ Regulation (EU) 2021/696 of the European Parliament and of the Council of 28 April 2021 establishing the Union Space Programme and the European Union Agency for the Space Programme and repealing Regulations (EU) No 912/2010, (EU) No 1285/2013 and (EU) No 377/2014 and Decision No 541/2014/EU, *OJ L 170*, 12.5.2021, p. 69–148

These participation conditions shall be met at the moment of submission of the tender and throughout the whole duration of the resulting contract, if awarded and will be checked by the Contracting Authority at the moment of tender evaluation. In case of any changes related to the compliance with these participation conditions, the economic operator, which was awarded a contract, is obliged to inform the Contracting Authority about the changes without delay.

The criteria for the assessment of participation conditions has been laid out in Annex I.H (Parts 1, 2 and 3), including a dedicated Annex I.H -Part 2 to be filled by the candidates/Tenderers. Please note that for the assessment of control the filling, signature and submission of the Declaration of Ownership and Control in Annex I.H- Part 2 is required.

The document “Criteria for Assessment of Participation Conditions” has been laid out in Annex I.H–Part 1 and describes the information to be provided by the Tenderers (including prime contractors, core team and subcontractors) which will be used to assess the criteria a), b) and c) above.

Additional guidelines on the criteria which will be applied and the circumstances which will be considered by the Contracting Authority and the competent evaluation boards to assess the situation of decisive influence are contained in Annex I.H – Part 3.

Tenderers (including the prime contractor, Core Team members and subcontractors involved in security sensitive activities) who have formally submitted the information/documents/supporting evidence requested in the Annex I.H in another procedure of the European Commission or EUSPA (notably in the frame of the EU regulations 2018/1092, 2021/697 or 2021/696), have no obligation to repeat the exercise, if the time that has elapsed since the issuing of the information/documents/supporting evidence does not exceed one year at the time of submission of the proposal and are still valid at that date.

In this case, Tenderers shall declare on its honour that the documentary evidence has already been provided in a previous procedure as per the above, provide reference to that procedure (in Annex to the Cover letter) and confirm that there has been no change in the situation.

Upon request of the Contracting Authority, the information/documents/supporting evidence already submitted as per the above, shall be resubmitted.

2.2.1.2 Participation conditions for prime contractors and Core Team members – No waiver

Due to the security dimension and interests related to the activities under the lots concerned, the Contracting Authority will not accept requests for waiver of the conditions laid down in points a), b) and c) of Par. 2.2.1.1 above with regard to prime contractors and Core Team members

2.2.1.3 Participation conditions for subcontractors involved in security sensitive activities, not part of the Core Team- Waiver

Due to the security dimension and interests related to the activities under the lots concerned, the Contracting Authority will not accept requests for waiver the conditions laid down in points a) and b)

of para 2.2.1.1 above with regard to subcontractors which are not part of the Core Team but are involved in security sensitive activities.

The same entities may, upon a motivated and justified request, be waived the condition laid down under point c) of paragraph 2.2.1.1 above.

The request for waiver on point c) of paragraph 2.2.1.1 shall include the assessment from a competent authority of a Member State in which the entity is established guaranteeing that:

a) control over the entity is not exercised in a manner that restrains or restricts its ability to:

(i) carry out the procurement; and

(ii) deliver results, in particular through reporting obligations;

b) the controlling third country or third country entity commits to refrain from exercising any controlling rights over or imposing reporting obligations on the entity in relation to the procurement; and

c) the entity in question has taken all the necessary measures to comply with Article 34(7) of Regulation 2021/696 in particular with regards to the protection of EU classified information.

The request for waiver shall be made at the moment of the submission of the tender.

The waiver under point c) of paragraph 2.2.1.1 will not be automatically granted even if the conditions a) b) and c) above under this paragraph 2.2.1.3 are met and the entity provides the assessment of a competent authority as regards its guarantees. The decision on the waiver shall be taken having regard to the objectives laid down in Article 24 (1) of the Regulation 2021/696.

2.2.1.4 Participation conditions for subcontractors not involved in security sensitive activities

The conditions set out above do not apply to subcontractors that do not carry out security-sensitive activities.

Article 176 of Regulation 2018/10462 shall apply for the participation in all other subcontractors that do not carry out activities where it is deemed necessary and appropriate to preserve the security, integrity and resilience of the operational systems of the European Union (defined as the activities not requiring access to EU Classified Information, including for commercial of the shelves hardware and software).

2.2.1.5 Notice on the Council Implementing Decision (EU) 2022/2506 on measures for the protection of the Union budget against breaches of the principles of the rule of law in Hungary (complementing the participating conditions)

In accordance to the Council Implementing Decision (EU) 2022/2506 adopted on 15 December 2022 on measures for the protection of the Union budget against breaches of the principles of the rule of law in Hungary it's been established that, where Union budget is implemented in direct or indirect

management pursuant to of Article 62(1) points (a) and (c) of Regulation (EU, Euratom) 2018/1046, no legal commitments shall be entered into with any public interest trust established on the basis of the Hungarian Act IX of 2021 (or any other entity maintained by such a public interest trust).

2.2.2 Specific conditions for PRS-related activities

In addition to the above conditions, an economic operator in charge of PRS-related activities (at prime or subcontractor level) shall be authorised by the Security Accreditation Board (SAB) in the PRS category indicated per Lot under criterion L7. in table 3 – Legal Capacity Selection Criteria.

An economic operator authorised by the SAB for PRS security module manufacturing (SM) category shall, in addition,

- i. either be owned solely or through majority ownership by a Member State, or
- ii. have nationals of Member States holding a personnel security clearance granted by a Member State appointed in its Board of Directors and that entity has delegated to these nationals the exclusive authority to take decisions related to the PRS.

The above-mentioned conditions are verified by the Competent PRS Authority designated by the EU Member State in the territory of which the economic operator in charge of the PRS-related activity is established, in accordance with Decision No 1104/2011/EU¹⁴.

Compliance with the above specific conditions for PRS-related activities shall then be evidenced by providing a Project PRS information Management Plan (PIMP) which follows the EUSPA template (Annex I.J) establishing the information-sharing within the consortium and the mechanisms through which it is achieved. This policy must be adhered to by all entities, part of the tenderer's organisation, as failure to do so could result in a security breach.

The Project-PIMP shall also include:

- the expected exchange of PRS information categories for the execution of the activities among members (in case of consortia) and Sub-Contractors;
- evidence that each entity which is supposed to handle PRS information has the required PRS SAB authorisation or that its request has been initiated. This evidence should come in the form of a **formal statement by the relevant CPA** using the corresponding template (Annex I.N)

¹⁴ DECISION No 1104/2011/EU OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 25 October 2011 on the rules for access to the public regulated service provided by the global navigation satellite system established under the Galileo programme

It has to be noted that, in any case, the delivery of the evidence that the PRS SAB authorisation has been obtained by the entity is a precondition for accessing any PRS information and is to be met for the award of the contract.

2.2.3 Specific conditions for crypto-related activities

In addition to the above conditions, an economic operator in charge of activities requiring access to COMSEC Items (CRYPTO and/or CCI), shall demonstrate that it may access such information indicated per Lot under criterion L9. in table 4 – Legal Capacity Selection Criteria.

Compliance with this requirement shall be evidenced as indicated under criterion L9. in table 3 – Legal Capacity Selection Criteria.

2.2.4 Proprietary Information

The Contracting Authority and the Tenderer (including any consortium member and subcontractor) participating in this procurement procedure shall treat with confidentiality any information and documents, disclosed in any form, in writing or orally, in relation to the procurement procedure.

The documents listed in the section 7 contain Proprietary Information and will be made available to the tenderers subject to entering into a non-disclosure undertaking (NDU) in the form provided in Annex I.L – template NDU.

Classified information is managed according to the SAL (Annex I.9) and to the NDU.

The NDU must be duly signed only by the authorised representative of the prime Tenderer or the consortium coordinator. With the signing of the NDU, the prime Tenderer or consortium coordinator, irrevocably and explicitly declares that it will ensure that the provisions of the NDU shall apply wholly and unconditionally to any members of the Contractor's consortium and any of the subcontractors and any personnel it may draw on for the preparation of the tender.

As indicated above in section 1.8, in order to be granted an access to Proprietary Information, which is relevant for the drafting of the tender the prime Tenderer or the consortium coordinator must submit a request to EUSPA via email to tenders@euspa.europa.eu including a scan of a duly signed Non-Disclosure Undertaking according to template provided Annex I.L (the original to follow by mail,) with attached to it:

- Legal Identification Form (the “LEF”) and evidence that they are authorised to perform the contract under the applicable law such by inclusion in a trade or professional register, or equivalent;
- Proof that the person signing the NDU is authorised to represent the tenderer/subcontractor;
If the NDU was signed via QES - see the last paragraph of section 4.7, its submission via email to tenders@euspa.europa.eu is sufficient (no need of sending a paper copy by mail).

Important notes:

- ✓ The interested economic operators / potential tenderers shall submit individual NDUs for prime tenderer / the consortium leader (in case of a consortium)

- ✓ Before disclosure of Proprietary information to their subcontractors / other consortium members, the tenderers shall ensure that such subcontractors / consortium members:

- Have proven need to know for the purpose of participation / supporting tenderer's offer for the present tender;
- Are bound by provisions equally onerous to those of the NDU signed by them, and;
- Fulfil the conditions of the present tender specifications.

EUSPA reserves the right to request submission of the NDU, signed by the other consortium members / subcontractors for verification.

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

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

The following restrictions apply:

- ✓ EUSPA reserves the right to refuse access to documentation if the conditions for access are not fulfilled, or if the NDU is submitted less than a week before the tender submission deadline.
- ✓ EUSPA reserves the right to further inquire about any request in case of doubt of eligibility for access.

Without prejudice to further legal measures, exchange of any proprietary information subject to NDU with any person who has not previously signed the relevant NDU may lead to exclusion from the procurement procedure under EUSPA's discretion.

2.2.5 Ceiling volume of the contract

The indicative ceilings estimated for the maximum duration of the FWCs are:

- Lot 1: Mission, Services Engineering and Uptake Support - EUR 61,958,000
- Lot 2: Ground and Space Segments Engineering Support - EUR 29,381,000
- Lot 3: Security-Cyber and Risk Analysis Support - EUR 60,566,000
- Lot 4: Project Management & Quality Support - EUR 45,824,000
- Lot 5: Operations and Service Provision and Management Support – EUR 99,689,000

The amounts include extensions of the initial twelve months' durations of the FWCs to up to 4 (four) years. This budget is not binding for the Contracting Authorities and it will be subject to budget availability.

EUSPA reserves the right to conduct an exceptional negotiated procedure for new services without prior publication of a contract notice based on point 11.1 (e) of the Annex I to FR to increase (up to 50% of the initial value of the Contract) the ceiling per lot, if such a need occurs and the respective conditions apply.

2.2.6 Duration

The applicable terms and conditions on duration of the FWC are defined in the Draft Contract (Annex II to the Invitation to Tender).

2.2.7 Compliance with internal rules, professional conflicting interest, security requirements and confidentiality

2.2.7.1 Compliance with the Contracting Authority internal rules

The Contractor shall ensure that its personnel follows any internal rules laid down by the Agency for anyone entering into or staying in the premises of the Contracting Authority. Such rules include in particular security rules and rules related to health and safety. These rules may evolve in future. Any such rules will be provided to the Contractor.

2.2.7.2 Professional Conflicting interest

The Contractor shall ensure that its personnel sign a “declaration on confidentiality and absence of professional conflicting interest” with the Contracting Authority before commencing any service provision and comply with it throughout contract execution. The current form of such declaration is attached for information to the draft Contract (Annex II). The form may evolve and cover additional aspects from time to time. This shall not in any way relieve the Contractor from any of its obligations. The Contracting Authority reserves the right to ask the Contractor or its personnel performing the services to sign a declaration regarding confidentiality, non-disclosure and/or declaration regarding precise obligations of processing of personal data. The Contractor’s personnel proposed may be rejected on the basis of conflict-of interest.

Selection criterion L5: At the time of submission of the tender and during the term of the FWC, the Contractor shall not be in any situation that could compromise the impartial and objective performance of the FWC and the specific contracts. For this purpose, in line with the selection criterion L5, tenderers shall at the time of the tender:

- i. either confirm in the **Cover Letter** of the Administrative File their absence of professional conflicting interest, or
- ii. substantiate in the **Cover letter** of the Administrative File how the potential, perceived or actual professional conflicting interest which may negatively affect the performance of the Contract is resolved, through concrete and substantiated measures.

For either (i) or (ii) point above, the Tenderers must provide as supporting evidence for verification of compliance with selection criterion L5 a comprehensive analysis and justification, with at least the following information:

- a) statement of absence of Conflict of Interests, justified with a reference to the previous and/or current involvement of the economic operators, part of tenderer’s organisation in the Galileo / EGNOS / other space programme components in activities which may have as a result that impartial and objective performance of the present FWC may be compromised;

- b) presentation of the rules on conflict of interest, including the professional ethics rules to be applicable to the Tenderer for the FWC implementation;
- c) description of operational structure and mechanisms for:
 - preventing and resolving actual conflicting interests at the time of tender
 - Monitoring, preventing and resolving conflicting interests during the execution of the FWC. Under this requirement, the tenderer shall provide an effective and convincing concept to ensure that the respective entity/-ies, including the individuals belonging to it/them, are in a position to work independently in relation to its/their tasks performed in other space projects, i.e. Galileo, EGNOS, SSA, Copernicus and GovSatCom.

2.2.7.3 High Level Security Requirements

The security principles contained in the Program Security Instructions (PSI) shall govern the execution of the contract. Any references in the PSI to legal acts that are no longer in force shall be intended to refer to the legal acts succeeding them.

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

2.2.7.4 Confidentiality

The Tenderer shall pay particular attention to the clauses on confidentiality of the Draft Contract (Annex II to the Invitation to Tender) and in the NDU (Annex I.L).

2.2.7.5 Facility Security Clearance

The Contractor(s) of all lots will have to deal with classified information in the execution of the respective contract up to level of SECRET UE/EU SECRET, not necessarily restricted to the Contracting Authority's premises. Therefore, the Contractor(s) (including any consortium member) and subcontractors need to be holders of a Facility Security Clearance (**FSC**) of at least SECRET UE / EU SECRET level issued by the national security authority of an EU Member State when submitting the tender, to be maintained throughout the duration of the respective Contract, unless the Tenderer/Contractor can demonstrate to EUSPA's satisfaction in writing the absence of that **consortium member's, or subcontractor's need to access classified information for performing the tasks under the respective contract outside Contracting Authority's premises.**

Possession of the Facility Security Clearance at the time of submission of the request to participate (Phase I), will be assessed under selection criterion L.3, table 3 – Legal Capacity Selection Criteria.

2.2.7.6 Personal Security Clearance

Any person planned to access classified information under the respective contract shall have a Personal Security Clearance (PSC) at the SECRET UE/EU SECRET level issued by the national security authority of an EU Member State, to be maintained throughout the duration of the respective contract.

Please bear in mind that national security authorities of some Members States require companies to hold a Facility Security Clearance before releasing PSC for their staff.

The minimum number of the Tenderer's team members (at least 5 (five) persons) in possession of a PSC at the moment of submission of their request to participate (Phase I) will be assessed under selection criterion L.8., table 3 – Legal Capacity Selection Criteria.

The overall suitability of the team to perform the tasks under the different lots, including in relation to personal security clearances, will be assessed under award criterion Q.2.3. table 7 – Award Criteria.

2.2.7.7 Local Security Officer

Entities handling classified information classified RESTREINT UE/EU RESTRICTED or above under the FWCs, must have appointed a Local Security Officer, to be maintained throughout the duration of the individual FWC. To this effect, tenderers shall submit the name of their Local Security Officer.

The compliance to this requirement under the different lots will be assessed under selection criterion L4 - table 3 – Legal Capacity Selection Criteria.

2.2.8 Access to GOVSATCOM and other space components related information

For the execution of some of the activities performed in the context of the contract, economic operators (including all individual legal entities involved in the setup of the tenderer) will have to access information of projects in the frame of the GOVSATCOM and other programme components and therefore will have to comply with the specific security requirements of these projects.

2.2.9 Security Aspects Letter

Economic operators (all members of consortium and subcontractors) must submit as part of their **Cover letter** and **declaration on honour** (Annex I.B of the Invitation to Tender) their declaration of full compliance with the requirements detailed in the security aspects letter (referred to as "SAL" – Annex I.G part1) and provide evidence that the CIS and respective interconnections have been accredited for handling EUCI in fulfilment of REQ 4.6 of the SAL. Any classified information should be treated according to the relevant PSI (see AD 1 to the SAL).

When submitting the proof of compliance with the security aspects letter, each economic operator (all members of consortium and subcontractors) shall also **indicate the maximum classification** level they are supposed to handle in the performance of the activities under their responsibility.

EUSPA may waive the requirement with regard to subcontractors for which the Tenderer can demonstrate, to EUSPA's satisfaction, the absence of need to know and thus need to gain access to classified

information or PRS information (including unclassified PRS information) for the performance of the tasks planned to be allocated to them under the respective contract.

The assessment of the letter of compliance with the SAL will be performed under selection criterion L6. table 3 – Legal Capacity Criteria.

The Applicable Documents to the SAL shall be provided to the bidders against NDU (see section 2.2.4).

2.2.10 Core team and Industrial organisation of the Tenderer

Tenderers are required to present their industrial organisation and, in particular their Core Team. The latter shall be composed of the Contractor, including, where relevant, all consortium members, and subcontractors, which are essential in order for the Tenderer to meet the selection criteria under section 3.2¹⁵.

The description shall include the role and responsibilities of the respective entities for the purpose of this procurement as well as a description of the Group¹⁶ to which they belong.

Tenderers shall prove that they will have at their disposal the resources necessary for performance of the Contract by providing:

- Power of attorney for consortium members (Annex I.C);
- Letter of Intent (Annex I.D) on the part of every entity on whose resources they rely in order to fulfil the selection criteria, confirming the latter's irrevocable undertaking to make such resources available to the Tenderer in case of being awarded the Contract.

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

¹⁵ As explained in this Section, the definition of "Core Team" comprises (a) prime contractors, (b) any possible economic operator submitting the tender jointly with the prime tenderer (e.g., consortium members) and (c) any subcontractors whose capacity is used by the tenderer to comply with selection criteria as per Section 3.2.

¹⁶ For the purpose of this requirement the expression "Group" is meant to encompass i) the entity or the group of entities acting as a Tenderer, ii) the entity /entities to which the Tenderer or any of the members of the group acting as Tenderer is affiliated, iii) the entities affiliated to the Tenderer or to any of the members of the group acting as Tenderer. An entity shall be deemed affiliated to the Tenderer or any of the members of the group acting as Tenderer if their links fall within the scope of article 22 of Directive 2013/34/EU, of 26 June 2013.

2.2.11 Subcontracting

General principles

- (i) The Tenderer may call on subcontractors to perform part of the contract and to fulfil selection criteria. However, subcontracting shall not relieve the eventual Contractor from its obligations under the FWC. In this respect, the Contractor shall remain the sole person legally and financially responsible vis-à-vis the Contracting Authority.
- (ii) When subcontracting, Tenderers shall ensure the subcontractors' compliance with the exclusion criteria set out in the present Tender Specifications. **Tenderers shall provide the subcontractor's Declaration of Honour, as provided in section 3.1.** Regarding the subcontractors' compliance with the selection criteria, attention is drawn to the Important Note at the end of Section 3.2.3.
- (iii) Third parties from which Commercial Off-the Shelf (COTS) products are procured for the purpose of this FWC shall not be considered subcontractors except for the purpose of demonstrating compliance to the requirements related to subcontracting shares set under the paragraph below, unless such COTS are used or present elements of connection with security relevant activities¹⁷ or they are part of the Core Team. In such latter case, the Tenderer shall have to prove the compliance of these subcontractors to the participation conditions and all other requirements set in the tender specifications, applicable to subcontractors. The Tenderer shall present a list of such third parties / COTS product for verification by the Contracting Authority.
- (iv) Where no subcontracting is indicated in the tender, the work will be assumed to be carried out directly by the Tenderer.
- (v) Any change in subcontracting during the procurement procedure (i.e., after the submission deadline and before contract signature) is not permitted unless specifically authorised in writing by EUSPA as per below.
- (vi) If the Tenderer requests that a subcontractor be removed or replaced, then the Contracting Authority must verify the following conditions:
 - 1. whether the new subcontractor (if any) is not in an exclusion situation;
 - 2. whether the new subcontractor (if any) fulfils the applicable participation conditions (see section 2.2.1);
 - 3. whether the Tenderer still fulfils the selection criteria with the new subcontractor, if any, (see section 3.2) compared to the tender originally submitted and whether the new subcontractor fulfils the selection criteria applicable to it, if any;
 - 4. whether the new subcontractor is not subject to restrictive measures;

¹⁷ COTS used merely as tools for production / processing of EU Classified Information not contributing / having particular role in their content elaboration / processing / protection from unauthorised access shall not be considered having security implications (text editing programmes, paper, printing equipment, etc.).

5. whether the change in subcontracting does not entail a substantial change in the tender. This condition is met as long as:
 - (a) all the tasks assigned to the former subcontractor are taken over by another entity involved (a new subcontractor or a member of the Consortium or the sole tenderer itself, subject to relevant aforementioned conditions);
 - (b) the change in subcontracting does not make the tender non-compliant with the Tender Specifications;
 - (c) the change in subcontracting does not modify the evaluation of award criteria of the tender as originally submitted.
- (vii) In the case where, during the procurement procedure, a subcontractor is affected by an exclusion situation or is rejected due to failure to compliance with selection criteria, the Authorising Officer shall:
 - notify the exclusion or rejection to the Tenderer;
 - request whether and by whom all the tasks assigned to the excluded or rejected entity are taken over (it may be a new subcontractor or a member of the Consortium or the sole tenderer itself);
 - inform about the applicable conditions, as per above.

The Tenderer shall respond to such a request within the deadlines prescribed by the Contracting Authority. Failure to reply within such deadline may imply the rejection of the subcontractor.

The Contracting Authority must then proceed with the same verifications, as described above in the case a change in subcontracting was to be initiated at the request of the tenderer.

- (viii) Signature of the contract entails acceptance of identified subcontractors listed in the tender, unless those have been explicitly excluded or rejected during the procedure as per the foregoing process.

Changes of subcontractors after the signature of the FWC, shall be governed by the provisions under Article II.6 of the Contract.

2.2.12 Supply Chain

Tenderers shall clearly indicate in their tenders which part of the services they intend to subcontract as well as their approach for implementing such subcontracting to demonstrate compliance with the below mentioned requirements.

According to Article 17 (1) (a) of the Space Regulation, EUSPA intends to promote the widest and most open participation possible by economic operators, in particular start-ups, new entrants and SMEs. On this basis and for the purposes of Article 17 of the Space Regulation, as will be set out in the draft

Framework Contract, the Contractor shall have to achieve, in the course of the execution of the contract, minimum **10% share of subcontracting to be awarded in competitive tendering** outside the Group¹⁸.

The Tenderer shall provide in its offer a detailed plan on how to achieve the above-mentioned target and the relevant milestones. The quality of the plan, the target percentage and the relevant commitments will be subject to the assessment under award criterion Q3. The bidders are invited to consider and assess the possibility to propose and commit to a share higher than the minimum, up to 30% or more of the contract value, in line with the provisions of Article 17 of the Space Regulation, whereby such higher share shall be assessed positively in the frame of the evaluation of award criterion Q3, should it be adequately planned, substantiated and justified. The compliance with the plan shall be part of the Contractor's obligations under the Framework Contract and its breach will entitle the Agency to the remedies specified therein.

For the purpose of evaluation, the target share of subcontracting as referred above shall be considered in relation to total tender price calculated based on the indicative evaluation scenario (for FWC and SC to be concluded).

For the purpose of the contract execution, the target share of subcontracting as referred above shall be considered in relation to price of the actually requested services under the FWC and not as a percentage from the maximum nominal volume of the FWC.

Tenderers are reminded that the financial aspects will not be considered for the purposes of evaluation of the tender and will only be taken into account for a preliminary calculation of the subcontracting percentages above.

During the contract implementation, given the fact that the Contracting Authority cannot assume and/or guarantee that the full budget available under the FWC will be consumed, the percentage of subcontracting will be calculated as the percentage from the actually requested services under the FWC and not as a percentage from the maximum nominal volume of the FWC. In order to ensure that the proposed percentage of subcontracting will be achieved, such subcontracting shall be done at the level of each individual specific contract concluded under the respective FWC.

Competitive tendering outside the Tenderer's group is considered to have taken place when more than one offer from an entity outside the group has been requested by the Tenderer. When subcontracting via competitive tendering is required as per this section, the Tenderer will be responsible for

¹⁸ For the purpose of this requirement the expression "group" is meant to encompass i) the entity or the group of entities acting as a tenderer, ii) the entity /entities to which the tenderer or any of the members of the group acting as tenderer is affiliated, iii) the entities affiliated to the tenderer or to any of the members of the group acting as tenderer. An entity shall be deemed affiliated to the tenderer or any of the members of the group acting as tenderer if their links fall within the scope of article 22 of Directive 2013/34/EU, of 26 June 2013.

organising its own competitive tender(s) aimed at finding necessary subcontracting respecting the following procurement principles:

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

Tenderers are explicitly requested to raise to the attention of EUSPA any issues they may have in fulfilling the competitive subcontracting requirement as early as possible during the tender process.

The Tenderer shall clearly indicate in its Tender:

- the tasks they intend to subcontract
- the level of subcontracting for each task
- the SMEs involved and their place of establishment
- the competitive tendering performed
- the proportion for each subcontracted task (in %) in relation to the Total Price in order to demonstrate compliance with the above-mentioned requirements.

As a proof of competitive subcontracting, tender(s), including a thorough visibility of technical and financial offer of consulted entities outside the Group (envisaged subcontractors), shall be provided together with the tender. If the Tenderers do not manage to complete the competitive tender(s) necessary to achieve the required percentage by the time of tender submission, they shall submit a signed undertaking presenting a credible tendering plan that they intend to carry out to achieve compliance.

In case of failure to respect the requirement of sub-contracting during contract execution, the Contract may be terminated for Contractor's default according to the provision of the Contract.

In case where no competitive tendering is planned to be undertaken, or the planned competitive tendering is expected to result below the 10% indicated above, the Tenderer shall submit a justification providing compelling reasoning for the non-compliance with the above-mentioned requirement.

Note: In case of no competitive tendering, the tenderer may score 0 points for Q3 of Section 3.4.1.

Compliance with the requirement of minimum percentage of sub-contracting or submission of duly substantiated justification for non-compliance shall be considered a minimum requirement for the purposes of Article 166 of the Financial Regulation.

Tenderers are informed that the contracting authority reserves full discretion of evaluation with regard to the credibility and substantiation of the submitted justification of non-compliance. Should

such credibility and substantiation not be achieved, the tender might be considered irregular for the purposes of article 12.3 A of Annex 1 to the Financial Regulation.

Without prejudice to the above, EUSPA may reject the proposed Subcontractor(s) and ask for another Subcontractor(s) to be proposed as part of the Tender. Such rejection shall be justified in writing by EUSPA and may be based only on the criteria used for selection of Tenderer for the Contracts.

If the competitive tenders are completed only during contract execution, the concluded subcontracts shall not lead to a change of the FWC unless it is in favour of the EUSPA as Contracting Authority.

Tenderers may at any time after tender submission or during contract execution be requested to submit supporting evidences of their application of competitive tendering for the selection of subcontractors and their compliance with the principles established above. In addition, contractors can be subject to possible auditing according to the FWC.

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

2.2.13 Participation of consortia

Consortia may submit a joint tender on the condition that they comply with the rules of competition. A consortium may be a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure.

Such consortium must specify the company or person heading the project (the leader). All members of the consortium must sign a power of attorney authorizing the leader to submit a tender on behalf of the consortium, as well as to act in connection with all relevant questions, clarification requests, notifications, etc. that may be received during the evaluation, award and until the contract signature, to sign the contract should the joint tender be successful and to represent the consortium for any contract execution issue, including amendments of FWC. The template of this power of attorney is provided in Annex I.C.

All members of a consortium (i.e., the leader and all other members) are jointly and severally liable to the Contracting Authority for performance of FWC.

Each member of the consortium must provide the required evidence for the exclusion and selection criteria (see **sections 3.1 and 3.2** below). Concerning the selection criteria “economic and financial capacity” as well as “technical and professional capacity”, the evidence provided by each member of the consortium will be assessed to ensure that the consortium as a whole fulfils the criteria.

The participation of an ineligible entity (entity not meeting exclusion criteria/selection criteria/participation conditions) will result in rejection of that entity from the procurement procedure. If that ineligible entity belongs to a consortium, the whole consortium may be excluded, unless the composition of the consortium is changed as per the subsequent paragraph.

Changes in the composition of the Consortium **during the procurement procedure** (i.e., after the deadline for submission of tenders and before contract signature) are in principle not accepted.

The Contracting Authority reserves however the right to approve such changes provided the following cumulative conditions are fulfilled:

- none of the remaining Consortium members is subject to restrictive measures,
- the remaining Consortium members are not in an exclusion situation, meet the selection criteria (see section 3.2) and comply with participation conditions,
- the change must not make the tender non-compliant with the procurement documents,
- the terms of the originally submitted tender are not altered substantially,
- the continuation of the participation of the remaining Consortium members in the procurement procedure does not put the other tenderers in a competitive disadvantage,
- the remaining Consortium members undertake to implement the contract, in case of an award, without the excluded group member.

In cases where the proposed change depends on a Consortium member which:

- is subject to restrictive measures or
- is in an exclusion situation, does not meet the selection criteria (see section 3.2) and does not comply with participation conditions, or
- is relied upon by the other consortium's members for the fulfilment of selection criteria

the Contracting Authority, subject to the above-mentioned conditions being met, reserves the right to authorise the replacement of the Consortium member.

Changes in the composition of the Consortium, **during the procurement procedure**, due to universal succession (e.g. merger or takeover of a Consortium member) are in principle accepted, subject to the above-mentioned conditions being met and the authorisation of the Contracting Authority being granted.

Changes in the composition of the Consortium **after signature of the Contract** are governed by the provisions of the Draft Contract.

2.2.14 Compliance with competition laws in case of joint bidding (consortia)

Consortia may submit a tender on the condition that their joint bid does not result in the restriction or elimination of competition. For detailed information regarding the applicable competition law principles, tenderers are invited to consult the Commission's Horizontal Guidelines¹⁹ („Guidelines“).

Restriction or elimination of competition may occur when the members of the consortium are (even potentially) competing on the same market and one (or more) member(s) of the consortium would be realistically capable to carry out the contract individually, i.e. the consortium includes more members than what is strictly necessary in order to carry out the contract.²⁰ The same principle applies in the context of tenders for specific lots.²¹

For this reason, joint bidding by entities that could have otherwise competed for the procured lot(s) may restrict or eliminate competition on the market. Joint bidding by a consortium composed of potential and/or actual competitors may still be allowed if the joint bid provides significant efficiencies compared to the potential individual bids (see below).²²

In case of a joint bid, the tenderer shall therefore assess whether its bid does or does not fall within one of the situations described above, and provide a *justified* assessment in the cover letter as to the reasons why (cumulatively):

- 1) none of the consortium members could have delivered the lot(s) individually, and
- 2) the participation of all members is necessary to deliver the lot(s)].

Or, failing that, why the joint bid (cumulatively):²³

- 3) increases efficiency (in particular offering a better value for money to the Contracting Authority) as compared to the potential individual bids (e.g. lower prices, better quality, greater choice, faster realisation), and
- 4) is indispensable, and
- 5) does not eliminate competition and/or is unlikely to produce anticompetitive effects.

¹⁹ Communication from the Commission – Guidelines on the applicability of Article 101 of the Treaty on the Functioning of the European Union to horizontal co-operation agreements, available at: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.C..2023.259.01.0001.01.ENG>

²⁰ See points 352 to 357 of the Guidelines.

²¹ See point 354 of the Guidelines.

²² See point 358 and 359 of the Guidelines.

²³ See point 358 of the Guidelines.

EUSPA reserves the right to request additional information from the tenderer to be able to conduct an internal evaluation of the submitted assessment. EUSPA reserves the right to reject any tender that reveals not to comply with the applicable competition laws.

2.2.15 Intellectual property rights

Applicable terms and conditions on intellectual property rights are defined in the draft Contract (Annex II. of the Invitation to Tender).

2.2.16 Terms of payment

Payments shall be made in accordance with the provisions specified in the draft contract (Annex II. to the Invitation to Tender).

2.2.17 Liability

Applicable terms and conditions of Liability are defined in the draft contract (Annex II. to the Invitation to Tender).

2.2.18 Language of the FWC

English shall be the working language of the FWC including all correspondence with the Contracting Authority. The consultants, proposed to be made available for the FWC implementation shall possess the necessary English language proficiency to allow for the smooth contract implementation. Further requirements for consultant's proficiency in other EU languages may be requested for particular Lots/Tasks, as provided in the SoW (Annex I.I) for the respective Lot.

The Contracting Authority reserves the right to request certificates issued by an officially recognised institution or equivalent proof of knowledge of English of the proposed consultants.

2.2.19 Working conditions of the Contractor's personnel

Working conditions of the Contractor's personnel are defined in the draft FWC contract (Annex II to the Invitation to Tender).

2.3 FWC implementation approach

2.3.1 The FWC implementation shall be based on

- Fixed Unit Prices (FUPs) for Man-day rates per category of personnel as per section 2.1.2 (junior, senior, principal, operational support) for 8 hours of support or 24 hours²⁴ ²⁵of support per day, that will remain fixed for the full duration of the FWC,
- Fixed Unit Prices (FUPs) per deliverable as provided in section 2.3.3 for Mode 2.

²⁴ It is up to the contractor to organise the service provision involving sufficient number of consultants in shifts or via other arrangements, consistent with the applicable labor legislation, that it finds suitable for the provision of the 24 hours per day support for Task 6 for Lot 5. The proposed rate will include all costs of the contractor for providing the 24 hours of service.

²⁵ the 24 hours rate applies for Task 6 of Lot 5 only)

- Fixed fees for a return trip to a dedicated location (defined for each lot), covering all travel costs related to the trip of 1 consultant going for a mission assignment at this location.

2.3.2 The cascade mechanism and its implementation

The notion of signature of Multiple Framework Service Contracts in cascade means that the identical FWCs are to be concluded separately between the Contracting Authority and several Contractors per each lot to ensure that the Specific Contracts can be executed by the first ranked or the following one, should the former be unavailable or unable to perform the Specific Contract in keeping with the Contracting Authority's requirements.

The Contracting Authority will rank the tenderers in descending order and create a list of maximum 2 (two) Contractors per lot and the sequence in which they will be offered to provide services. In case of unavailability or inability of the Contractor ranked first, for reasons which do not entail terminating the FWC, the Contracting Authority may call on the next Contractor.

- 2.3.3 The FWC in cascade shall be implemented via the signature of Specific Contracts (SCs) for each particular assignment (Task), that will become need for the Contracting Authority, under the following modes:

Mode 1: Service (Provision) Mode (SM), whereby the tasks implementation shall be handled by teams proposed by the Contractors in their Specific Contract Proposal and the performed services shall be paid on the basis of the man-day rates per the categories specified in section 2.1.2 and the level of engagement of the respective team members for the particular period / task (the number of man-days the team / consultants have worked) for the payment period.

The Mode 1 assignments are to be mostly be delivered from the Contracting Authority premises, but delivery from Contractor's premises could also be envisaged, if so provided in the Request for Services and associated Terms of Reference of the Contracting Authority or as provided in the specific contract proposal accepted by the Contracting Authority.

Mode 2: Deliverables (Provision) Mode (DM) whereby the tasks implementation shall be handled by teams proposed by the Contractors in their Specific Contract Proposal and the performed services shall be paid on the basis of the fixed unit prices (FUPS) per deliverable and the number of the deliverables submitted by the team and accepted by the Contracting Authority during the payment period. The FUPS for the deliverables shall be set at FWC level (in the FWC financial proposal), and may be established as well at a Specific Contract level, at the time of the assignment of the Specific Contract, where by in both cases they will be based on the man-day rates per the categories specified in section 2.1.2 and the level of effort required for the deliverable production.

The Mode 2 assignments are to be mostly delivered from Contractor's premises, but delivery from the Contracting Authority premises could also be envisaged, when required in the Request for Services and associated Terms of Reference of the Contracting Authority or as provided in the request for the specific contract proposal of the Contractor accepted by the Contracting Authority.

Mode 2 (DM) may be used for project-type assignment implementation, whereby a Firm-Fixed Price (FFP) for the project shall be defined at the time of the Specific Contract signature based on the man-day rates per the categories specified in section 2.1.2 and the level of effort required for the project implementation. The payment for the project assignments shall be made as set in the Specific Contract - 100% of the project FFP upon the completion of the project, or as per payment plan, defining the shares of the project FFP to be paid at predefined millstones. In its request for services, the Contracting Authority will define the implementation mode for each task (services or deliverables provision mode).

The contractor's SC proposal shall be drafted as provided in the FWC (Annex II to the Invitation to Tender), and shall include a price proposal for each task, including:

- (i) The team proposed to be engaged in each task;
- (ii) analysis and justification of the absence of or existence of professional conflict of interest with respect to the scope of the tasks, and
- (iii) For Mode 1 (SM): the level of engagement of the team members for each task (number of man-days per consultant), whereby the price per task shall be established based on the FWC man-day rates;
- (iv) For Mode 2 (DM): the price per deliverable/ phase of the project (FUPs) and the consultancy effort necessary for each deliverable production / phase of the project implementation (if not established at FWC level).

The Contracting Authority may request the Contractor to implement any of the Tasks (Sub-Task) specified in Annex I.I for any Lot both in Mode 1 Service Mode or in Mode 2 Deliverable Mode. The requested mode of implementation shall be indicated in the request for services for the respective Specific contract.

The indicative share of the tasks to be implemented in Service Mode vs. Deliverables mode is provided in the Simulation Exercise, reflecting the initial need of the Contracting Authority for the first months of the FWC implementation. It is expected that the share of the tasks implemented in Deliverables mode will grow in the course of FWC implementation.

3 Assessment of tenders

Tenderers may participate in one or more lots, but shall submit a separate tender for each Lot, as the Lots will be evaluated separately against the exclusion and selection criteria. The exclusion criteria are applicable to all Lots. The selection criteria apply to the Lots as indicated for the respective criterion. The Tenderer will be assessed based on both the criteria below and selection criteria depending on the Lot(s) the Tenderer is participating in.

The evaluation is based solely on the information provided in the submitted tender. It involves the following:

1. Verification of **non-exclusion** of tenderers on the basis of the exclusion criteria;

2. Selection of tenderers on the basis of **selection criteria**;
3. Verification of compliance with the **minimum requirements**;
4. Evaluation of tenders on the basis of the **award criteria**.

The Contracting Authority reserves the right to perform the evaluation in a different order.

The Contract will be concluded following the result of the evaluation of admissible tenders.

In order to demonstrate compliance with exclusion criteria, selection criteria and minimum requirements, the tenderers must sign the declaration of honour duly completed, signed and dated (Annex B as per **Annexes I.A- I.B-I.C-I.D**

(Administrative Annexes) to this document). In case of consortia or subcontracting, each member of the consortium and/or each subcontractor must provide a declaration of honour and submit documentary evidence.

3.1 Exclusion criteria

The tenderer shall not be in any exclusion situation described in the declaration of honour included in **Annexes I.A- I.B-I.C-I.D**

(Administrative Annexes)**B**.

Supporting evidence requested as part of the declaration on honour shall be submitted as part of the tender for all entities, included in the Core Team, and subcontractors (not part of the Core Team) with expected contribution above 10% of the overall FWC value.

The applicable evidence in each country can be checked on the following site: <https://ec.europa.eu/tools/ecertis/#/search>.

EU Restrictive Measures

The Tenderer shall provide a statement in the Cover Letter of its Tender (on its own behalf and on behalf of its subcontractors, Core Team or not) guaranteeing that the Tenderer, and its subcontractors and respective relevant persons²⁶ are not being a Restricted Person and do not fall under the scope of subject to EU Restrictive Measures in the list published at www.sanctionsmap.eu. In case of discrepancies between 'sanctionsmap.eu' and the restrictive measures published in Official Journal of the EU, the latter prevails.

For any subcontractors not yet known at the time of the tender submission, the fulfilment of this criteria needs to be evidenced upon the Tenderer's proposal of the said subcontractor.

²⁶ Respective relevant persons are meant the natural or legal persons indicated in section 4 of the Declaration of Honor (Annex I.B)

Funds under this procurement procedure shall not be made available, directly or indirectly, to, or for the benefit of any Restricted Person.

Please see also Declaration on Honour (Annex I.B) hereto (see section 4 applicable and to be provided completed and duly signed by to all Tenderer and Subcontractors – Core Team if applicable or not).

3.2 Selection criteria

Tenderers must have the capacity below to perform the tasks.

In accordance with point 18.6 of Annex I FR, the tenderer may, where appropriate, rely on the capacities of other entities. In such case, the tenderer must prove that it has at its disposal the resources necessary for the performance of the contract by producing a commitment by those entities to that effect in the form of a subcontractor letter of intent (template in Annex I.D) signed by every member of the candidate's Core Team, confirming their irrevocable undertaking to make such resources available to the candidate in case of being awarded the contract. The tenderer must comply with all the conditions laid down in point 18.6 of Annex I FR.

The tenderer who intends to rely on the capacities of other entities of subcontractors, must indicate the proportion that it intends to subcontract.

The supporting evidence, which must be provided in the tender, are indicated in the column "to be evidenced by" in the tables below.

Criteria shall be applicable to all Lots, unless indicated in the reference per the criterion in which case, the criterion shall apply only to the Lot or Lots indicated.

3.2.1 Legal and regulatory capacity

In order to fulfil the professional activity, the Contracting Authority requires the tenderer to fulfil the below requirements.

Ref. #	Legal and regulatory capacity criteria	To be evidenced by:	Applicable to:
L1. – All Lots	Legal entity authorisation requirement Entity is authorised to perform the Contract under its national law	1. Legal Entity File (template available at: https://ec.europa.eu/info/publications/legal-entities_en), and 2. Extract of the inclusion in a trade or professional register,	Each economic operator participating in this procurement, i.e., primes, each consortium member and any proposed subcontractors.

Ref. #	Legal and regulatory capacity criteria	To be evidenced by:	Applicable to:
		<p>or certificate, membership of a specific organisation, and</p> <p>3. Express authorisation or entry in the VAT register, or equivalent.</p>	
L2. – All Lots	<p>Participation conditions</p> <p>Entity must meet the conditions listed under Section 2.2.1.</p> <p>Waiver to participation condition may granted as provided in section 2.2.1.3 to the entities, identified therein.</p>	<p>1. As evidenced by proof provided for under criterion L1,</p> <p>2. Filled-in dedicated section in the Declaration on Honour (Annex I.B)</p> <p>3. Duly completed Annex I.H – Part 2 signed by an authorised representative and all evidence required therein and in Annex I.H – Part 1. The Agency reserves the right to request further supporting evidence demonstrating compliance to the participation conditions if it considers this necessary, prior to finalisation of the evaluation process.</p>	Each economic operator participating in this procurement, i.e., primes, each consortium member and any proposed subcontractors.
L3. – All Lots	<p>FSC Requirement</p> <p>Tenderers for all lots must have – at the moment of submission of the tender – a Facility Security Clearance (“FSC”) of</p>	Submission of official documentation proving Tenderer’s (including all consortium members and any proposed subcontractor)	Each economic operator, whereas with respect to subcontractors, the requirement applies only to those who will handle classified information

Ref. #	Legal and regulatory capacity criteria	To be evidenced by:	Applicable to:
	<p>at least SECRET UE/EU SECRET level including:</p> <p>(i) safeguarding of classified material/information, and</p> <p>(ii) Communication and Information Systems (CIS) for processing classified information that is to be maintained throughout the duration of the FWC, unless the Tenderer can demonstrate that the consortium members or subcontractors will not have to access classified information CONFIDENTIEL UE / EU CONFIDENTIAL or above for performing the activities under the FWC outside the Contracting Authority's premises</p>	<p>FSC of at least SECRET UE/EU SECRET</p> <p>or</p> <p>duly signed and dated statement from entity's LSO, confirming that the entity holds the abovementioned FSC and its validity,</p> <p>or</p> <p>in case the abovementioned documentation cannot be obtained, detailed explanation accompanied by relevant proof, justifying the reasons why these documents cannot be provided (i.e. due to security applicable rules),</p> <p>or</p> <p>Tenderers shall submit to the Contracting Authority's satisfaction in writing the document evidencing that the consortium member or subcontractor does not need to have access to the classified information CONFIDENTIEL UE / EU CONFIDENTIAL or above for performing the activities under the FWC</p>	<p>CONFIDENTIEL UE / EU CONFIDENTIAL or above outside the Contracting Authority's premises.</p>

Ref. #	Legal and regulatory capacity criteria	To be evidenced by:	Applicable to:
		outside the Contracting Authority's premises.	
L4. – All lots	<p>Appointed Local Security Officer</p> <p>Tenderers whose consultants will be handling classified information under the FWC must have appointed – at the time of submission of their tender – a Local Security Officer (“LSO”), to be maintained throughout the duration of the FWC.</p> <p>The Tenderer's LSO shall act as principal point of contact between the Contractor and the Contracting Authority concerning all matters related to security and handling of European Union classified information.</p>	<p>Submission of the name of LSO</p> <p>The Tenderer shall clearly list which entity (in case of consortium and subcontracting) will be handling classified information.</p> <p>To be evidenced by specific, appropriate and conclusive means following section 2.2.72.2.7.7 to be provided with the proposal.</p>	<p>Each economic operator including subcontractors, which will handle classified information RESTREINT UE/EU RESTRICTED or above.</p>
L5. – All Lots	<p>Absence of conflicting professional interests that may negatively impact the performance of the Contract</p>	<p>To be evidenced by specific, appropriate and conclusive means following section 2.2.72.2.7.2 to be provided with the proposal.</p>	<p>Each economic operator participating in this procurement, i.e., Tenderers, consortium members and subcontractors.</p> <p>If a single Tenderer submits tenders for more Lots, specific attention will be paid to</p>

Ref. #	Legal and regulatory capacity criteria	To be evidenced by:	Applicable to:
			the demonstration that no professional conflicting interests exists between the execution of more than one Lots.
L6. – All Lots	<p>Full compliance or acceptable deviations from applicability of the Security Aspects Letter (SAL), Annex I.G</p> <p>Unless the Tenderer states full compliance with the SAL in the Cover Letter and in the DoH (Annex I.B), it must provide a statement of applicability (Annex I.G part2) regarding requirements of the SAL (Annex I.G) with concise explanation on non-applicability of specific requirements to individual entities acceptable to the Contracting Authority under its own free discretion.</p>	Statement of full SAL compliance in the Cover letter and in Annex I.B and evidence that the CIS and respective interconnections have been accredited for handling EUCI (RESTREINT UE/EU RESTREINT and above) in fulfilment of REQ 6.3 of the SAL.	Each economic operator participating in this procurement, i.e., Tenderers, consortium members and subcontractors, as provided in section 2.2.9
L7. – All lots	<p>PRS SAB authorisation in the following categories per Lot is required as follows:</p> <p>- PRS SM: All Lots</p>	Submission with the Tenderer of Project PRS Information Management Plan (PIMP) according to the template in Annex I.J specifying how the PRS	Each economic operator participating in this procurement, i.e., Tenderers (including any consortium member) and subcontractors where their activities

Ref. #	Legal and regulatory capacity criteria	To be evidenced by:	Applicable to:
	<p>- PRS SUP: All Lots</p> <p>- PRS RCV: Lots 1, 2, 3 and 4</p> <p>Respective SAB authorisation(s) must be maintained throughout the duration of the FWC.</p>	<p>information and need to know is managed by the Tenderer (including consortium members and subcontractors). The PIMP shall include, among the others, evidence that each entity which is supposed to handle PRS information either (i) has the required PRS SAB authorisation or (ii) that its request has been initiated. This evidence should come in the form of a formal statement by the relevant CPA (Annex I.N) specifying the SAB category/categories for which authorisation has been issued or for which the process of obtaining – initiated, as required – see section 2.2.2 -</p> <p>(i) Failing to comply with the requirement above may lead to exclusion from the procurement process.</p> <p>(ii) If the Tenderer did not submit with the Tender evidence for existence of PRS authorisation in the re-</p>	<p>require a need to know and thus to gain access to PRS information for performance of their tasks under the FWC as provided in section 2.2.2.</p>

		spective category for	
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Ref. #	Legal and regulatory capacity criteria	To be evidenced by:	Applicable to:
		<p>all / some of the entities that are to deal with PRS information, the process of SAB authorisation for the entities concerned must have be completed prior to the conclusion of the evaluation process for the procurement procedure by the Contracting Authority. As such official documentation on obtained PRS SAB authorisation in the category applicable to the respective Lot is to be submitted accordingly to the Contracting Authority before the tender evaluation completion (see the indicative schedule of the evaluation in Table 1 of section 1.8). Failure of a Tenderer to provide evidence for completed SAB authorisation process (statement of the respective CPA) prior to the conclusion of the evaluation process for this procurement procedure by the respective CPA) the Contracting Authority shall lead to rejection of the said</p>	

Ref. #	Legal and regulatory capacity criteria	To be evidenced by:	Applicable to:
		Tenderer on the grounds of this selection criterion.	
L8. – All Lots	<p>PSC Requirement</p> <p>At least 5 persons (i.e., from the Prime / Consortia Members or subcontractors, expected to handle classified information above CONFIDENTIEL UE/EU CONFIDENTIAL or above under the Contract must have – at the moment of submission of tender a Personal Security Clearance ('PSC') of SECRET UE / EU SECRET level to be maintained throughout the duration of the FWC as provided in section 2.2.72.2.7.6.</p>	<p>Official documentation by the relevant National Security Authority (NSA) proving their PSC up to SECRET UE / EU SECRET,</p> <p>or</p> <p>duly signed and dated statement from entity's LSO, indicating (a) the level of their PSC, (b) the expiration date of their PSC,</p> <p>or</p> <p>in case the abovementioned documentation cannot be obtained, detailed explanation accompanied by relevant proof, justifying the reasons why these documents cannot be provided (i.e., due to security applicable rules).</p>	Tenderer (all members of consortium and subcontractors cumulatively)
L9. – all Lots	<p>COMSEC Items handling capacity.</p> <p>Economic operators in charge of activities</p>	<p>Official documentation by the relevant Competent Authority (NSA, CDA, DSA...) proving:</p> <ul style="list-style-type: none"> - the establishment of an EU COMSEC 	All economic operators participating in this procurement, i.e., Tenderers, consortium members and subcontractors which will handle

Ref. #	Legal and regulatory capacity criteria	To be evidenced by:	Applicable to:
	<p>requiring handling of COMSEC items (CRYPTO and/or CCI)</p> <p>shall demonstrate that they are entitled to handle such information</p>	<p>account (when COMSEC Items shall be handled under the security custody of the Economic operator) and an ad hoc security organisation.</p> <p>- the holding of a COMSEC authorisation (for every personnel supposed to handling COMSEC Items – including for personnel planned to be deployed in the Contracting Authority premises)</p> <p>or</p> <p>in case the abovementioned documentation cannot be obtained, detailed explanation provided by the Local Security Officer accompanied by relevant proof, justifying the reasons why these documents cannot be provided (e.g., due to security applicable rules)</p>	<p>CRYPTO information under the Contracts to be awarded under this procurement procedure.</p>

Table 3 – Legal Capacity Selection Criteria

3.2.2 Economic and financial capacity

The tenderer (all legal entities belonging to a consortium) shall demonstrate the financial and economic capacity required for performance of the Contract as follows:

Ref #	Economic and financial capacity criteria	To be evidenced by:	Applicable to:
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F1	A stable financial capacity to sustain its business	<p>1. Submitting a full copy of the Tenderer's annual accounts of the last 3 (three) years (balance sheet, profit and loss account, notes on the accounts and auditors' remarks when applicable)</p> <p>and</p> <p>2. Financial statements relating to the selection stage in Annex I.E. If, for some exceptional reason which EUSPA considers justified, the tenderer is unable to provide the requested documents, the tenderer may prove its capacity by other documents which EUSPA considers appropriate. In any case, EUSPA must, as a minimum, be notified of any exceptional reason and its justification in the tender. EUSPA reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.</p>	<p>Tenderer (all members of consortium individually). The Tenderer must also provide the specified evidences of stable financial capacity for the subcontractors, on which it relies to reach the required minimum turnover .</p>
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F2.	<p>Minimum yearly turnover</p> <p>The tenderer must have a minimum yearly turnover (in EUR) of:</p> <p>20 % of the value of the contract for the concerned lot indicated in section 2.2.5 in the last three years preceding the year of launch of the present tender procedure.</p> <p>If the tenderer intends to submit a proposal for more than one lot, the minimum yearly turnover threshold must be equal to the higher of the thresholds for the relevant lots.</p>	<p>Duly filled in Financial Statements relating to the selection stage in Annex I.E.</p> <p>Submission of a copy of the Tenderer's annual accounts (profit and loss account, notes on the accounts and auditors' remarks when applicable).</p> <p>If, for some exceptional reason which EUSPA considers justified, the tenderer is unable to provide the requested documents, the tenderer may prove its capacity by other documents which EUSPA considers appropriate. In any case, EUSPA must, as a minimum, be notified of any exceptional reason and its justification in the tender. EUSPA reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.</p>	<p>Tenderer (all members of consortium cumulatively). The Tenderer may also include the financial capacity of subcontractors in order to reach the required capacity level.</p>
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Table 4 – Economic and financial capacity selection criteria

3.2.3 Technical and professional capacity

The tenderer (all legal entities belonging to a consortium) shall demonstrate the technical and professional capacity required for performance of the contract as follows:

Criteria	Details	To be evidenced by	Applicable to
T1.	Relevant experience in at least 3 (three) projects related to activities which are subject matter of the respective lot, gained within the last 5 (five) years.	<p>Description of at least 3 (three) projects fulfilling the requirement performed during the last 5 (five) years.</p> <p>The project information shall also include:</p> <p>- title</p>	Applicable to all economic operators participating in this procurement cumulatively, i.e. primes, each consortium member

		<ul style="list-style-type: none"> - associated budget, - start- and end-dates - client's name - information whether public or private <p>insofar as not subject to mandatory restrictions due to classification or confidentiality requirements which shall then be clearly indicated.</p>	and any proposed sub-contractors on which the prime relies for fulfilling this criterion
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Table 5 – Technical and professional capacity selection criteria

IMPORTANT NOTE: The Tenderers may rely on the capacities of other entities to fulfil the technical and professional capacity-related selection criteria, regardless of the legal nature of the links which they have with them. The Tenderers must in that case prove to EUSPA that they will have at their disposal the resources necessary for performance of the contract, by producing a Letter of Intent (in the form provided in Annex I.D) ensuring that the tasks for which the support will be provided are clearly indicated therein.

3.3 Minimum requirements

Tenderers must submit the information below with the tender. Failure to comply with minimum requirements at the submission time of the tender will lead to exclusion of the Tenderer from the tender procedure.

3.3.1 List of requirements

The Tenderer shall demonstrate compliance with the minimum requirements required for performance of the Contract as follows:

No	Minimum requirements	To be evidenced by	Applicable to:
M1.	Compliance with applicable environmental, social and labour law obligations established by European Union law, national legislation, collective agreements or the applicable international social and environmental conventions listed in Annex X of Directive 2014/24/EU.	Corresponding statements of compliance in the Declaration on honour – Annex I.B	Tenderer (all members of consortium and proposed subcontractors cumulatively)

Table 6 – Minimum requirements

Failure to comply with the minimum requirements will lead to exclusion of the Tenderer from the procurement procedure.

Attention is drawn to the fact that minimum quality thresholds (i.e., total minimum score for all the award criteria and individual minimum score for the criteria/sub-criteria), as identified in section 3.4.1 below, as well as the ceiling volume of the contract, as identified in section 2.2.5 above, shall operate as minimum requirements.

3.4 Award stage

For the tender to be evaluated in award stage, the Tenderer must have passed the exclusion and selection stages and fulfil the minimum requirements.

3.4.1 Qualitative award criteria

The evaluation of technical quality will be based on the ability of the Tenderer to meet the objectives of the Contract, as described in these Tender Specifications and the respective SoW per lot. The quality of technical offers reaching this stage will be evaluated against the qualitative award criteria presented in Table 7.

To this end, the information in the technical proposal (Framework Contract Proposal and Simulation Exercise proposal) must be consistent with this document and the respective SoW per lot. The technical proposal shall contain all necessary information to allow evaluation of the tender according to the technical criteria specified below in Table 7, including in particular the evidences indicated for each criterion. .

The qualitative award criteria will be scored out of one hundred (100) points. Tenders scoring **less than 60 (sixty) points** (of a maximum of 100 points) against the technical award criteria or **less than the minimum points indicated for any of the criteria** will be rejected without evaluation of the financial offer.

The technical quality of the tender will be assessed on the basis of the Tenderer's technical proposal against the qualitative award criteria detailed as follows:

Table 7 – Qualitative award criteria for all lots

Ref no	Qualitative award criterion	Minimum points	Maximum points
Q1.	<p>Quality, adequacy, and clarity and of the overall approach to deliver the tasks, subject matter to the Framework Contract, with the following sub-criteria with the following weighting:</p> <p>Q1.1: Efficiency and adequacy of the measures to ensure high quality of the Services (in service mode) and Deliverables (in deliverables mode) (e.g. quality checks, internal reviews, quality controls implementation, approach to ensure precise and adequate reporting (<i>max 10 points</i>))</p> <p>Q1.2: Proposed approach and measures for guaranteeing continuity of the services and limitation of the turnover of the proposed teams of</p>	12	25

	experts, for ensuring prompt reaction times of the Contractor upon requests of the Contracting Authority for specific contracts assignments (<i>max 10 points</i>) Q1.3: Adequacy of the price methodology, completeness and adequacy of the information submitted in the cost-sheets (<i>max 5 points</i>)		
Q2.	<p>Quality, adequacy and clarity of the proposal for implementation of the Tasks included in the Simulation Exercise, with the following sub-criteria with the following weighting: <u>For both Service and Deliverables Modes</u> Q2.1: Proposed organisation of the services to deliver the tasks included in the Simulations Exercise, quality of the operational work plan provided by the bidder, coordination with the Contracting Authority - processes, check points / intermediate milestones (<i>max 15 points</i>) Q2.2: Credibility of the costing and pricing - consistency, justification and traceability of the proposed costs/prices with respect to the Tenderer's technical and financial proposals for the Simulation Exercise (<i>max 10 points</i>) <u>For tasks to be delivered Service Mode:</u> Q2.3: Quality and suitability of the proposed team (i.a. adequacy of the team composition to cover all required areas of expertise, balanced distribution of profiles addressing the tasks complexity, language skills (as relevant) and personal security clearance possession (<i>max 25 points</i>) <u>For tasks to be delivered in Deliverables Mode:</u> Q2.4: Quality and adequacy of the analysis of the scope of the task, the main challenges and risks and the proposed mitigations, the proposed and implementation methods and approach, the rationale behind their selection, identified (alternative) solutions and analysis of their pros and cons; adequacy and justification of the proposed schedule for the deliverables production (<i>max 15 points</i>)</p>	30	65
Q3.	<p>Competitive Subcontracting implementation Quality and credibility of the subcontracting plan and relevant commitment taking into account the target percentage as provided in section 2.2.12</p>	5	10
TOTAL	Minimum required quality score 60	Maximum possible score 100	

3.4.2 Financial award criteria

General

Following the assessment of the qualitative award criteria, the tenders will be evaluated with regard to their financial proposals which shall be submitted in the forms provided in Annex I.F.# - with “#” referring to the respective Lot.

In order to allow for financial evaluation of the offers, Tenderers are requested to submit Financial Proposal following the financial table of answers (Annex I.F.) which shall be duly filled in, stamped, initialled, dated and signed by the Tenderer, without any omission or addition with regard to the original format. **Omissions or additions with regard to the original format may lead to exclusion from the tender procedure.**

Prices presented shall be firm and fixed and binding for the Tenderer/Contractor throughout the duration of the Contract.

Calculation of financial score of the tender

The financial score will be calculated as follows: the **tender offering the least expensive Total Price for the Simulation Exercise of the Tender in (X) will receive 100 points. The other tenders will receive points according to the ratio between the least expensive Total Evaluation Price for the Simulation Exercise and their one, and then multiplied by 100, as shown in the formula below:**

$$\text{Financial Evaluation Score of Tender X} = \left(\frac{\text{cheapest total price of the Simulation Exercise received}}{\text{total price of the Simulation Exercise of tender X}} \right) \times 100$$

Attribution of financial score of the tender in case of a single tender

In the exceptional case in which only one tender for a Lot is submitted, and the formula under section 0 may not be used to assess the viability and competitiveness of the prices proposed, the Contracting Authority shall assess the fairness and **the reasonableness of the proposed price is in view of the level of quality of the tender, and based on it attribute the financial evaluation score of the tenderer, whereby the minimum score of 60 shall be achieved, in order to have the tender proposed for award.**

3.4.3 Detection of abnormally low tenders

Tenderers must be aware of Article 23 of Annex I of the Financial Regulation on abnormally low tenders. In order to make a consistency check of each tenderer's financial offer towards the level of service required, tenderers are requested to provide their pricing methodology in a separate price structure document attached to the Financial Table of Answers. The price structure document must explain in detail how tenderers establish their all-inclusive daily prices for the services. The document should demonstrate the compliance of the daily prices with the laws of the country in which the services are

to be performed, for minimum levels of staff remuneration, contributions to the social security, occupational safety and health standards, and/or other applicable schemes and standards.

3.4.4 Calculation of final score and ranking of tenders

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

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

SCORE FOR TENDER= 60% of Final Qualitative Evaluation score + 40% of Financial Evaluation score

A ranking list of all tenderers will be established based on the 'score for tender' formula above. Without prejudice to the provisions of section 1.5 the contract per lot will be awarded to the tenderer which will be ranked the highest (the best price-quality ratio) for the given lot.

4 Conditions of submission of tenders

4.1 Disclaimers

Please note disclaimers referred to in the Invitation to Tender.

4.2 Visits to premises or briefing

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

4.3 Variants

Variants are not permitted under this procurement procedure.

4.4 Preparation costs of tenders

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

4.5 Presentation of the tender

4.5.1 Language

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

4.5.2 Outer envelopes

Each tender must be presented in one (1) outer envelope or parcel, which should be sealed with adhesive tape, signed across the seal.

Tenders for each lot must be submitted in a separate envelope or parcel.

Each outer envelope shall carry the following information:

- the reference number of the Invitation to Tender EUSPA/OP/37/23/Lot [insert 1 to x], the project title **“Provision of support services to the European Union Agency for the Space Programme and the European Commission”**
- the lot number for which the envelope is submitted & title of the lot
- the name of the Tenderer
- the indication **“Tender - Not to be opened by the internal mail service”**
- **the address for submission of tenders** (as indicated in section 4.7)
- **the date of posting** (*if applicable*) should be legible on the outer envelope.

4.5.3 Inner envelopes

Each outer envelope shall contain three (3) inner envelopes, namely, Envelope 1, 2 and 3 stating the content of each:

- Envelope 1: “ADMINISTRATIVE DOCUMENTS and DOCUMENTS RELATING TO EXCLUSION and FINANCIAL AND ECONOMIC SELECTION CRITERIA”, with the name and stamp of the Tenderer and the reference number of the Invitation to Tender “EUSPA/OP/37/23”, lot [#];
- Envelope 2: “TECHNICAL OFFER”, with the name and stamp of the Tenderer and the reference number of the Invitation to Tender “EUSPA/OP/37/23”, lot [#];
- Envelope 3: “FINANCIAL OFFER”, with the name and stamp of the Tenderer and the reference number of the Invitation to Tender “EUSPA/OP/37/23”, lot [#].

Each inner envelope shall contain **one (1) ORIGINAL and 1 (one) COPY in electronic format**. The original tender shall be marked **“ORIGINAL”**.

In case the tender includes EU Classified Information (EUCI) the envelope concerned (depending on whether the EUCI forms part of envelope 1, 2 or 3 as per the description in section 4.5.3 of the Tender Specifications) shall be split into two parts as follows:

- a) one unclassified part, and
- b) one RESTREINT UE/EU RESTRICTED (R-UE/EU-R) part organised in double envelopes or wrappings, whereby the outer envelope or wrapping must be opaque and not reveal that the package contains R-UE/EU-R information (as required by EU GNSS PSI relevant section). The inner envelope or wrapping has to bear the classification marking (R-UE/EU-R) and so does the content of the envelope.

With regards to the R-UE/EU-R part, relevant documentation shall be submitted electronically following one of the two scenarios below:

- If the contained classified documents are not encrypted by an EU Council authorised software, the media will be treated as RESTREINT UE/EU RESTRICTED (R-UE/EU-R) and will form part of the R-UE/EU-R part of the envelope concerned (as per letter b) above).

- If the tenderer is already using SPIDER Networks and share a dedicated key with EUSPA, the RESTREINT UE/EU RESTRICTED documents shall be encrypted accordingly. In such case the encrypted file or media containing the encrypted file will be treated as unclassified and will form part of the unclassified part of the envelope concerned (as per letter a) above).

Documents classified RESTREINT UE/EU RESTRICTED (R-UE/EU-R) can only be submitted on CD-ROM/DVD.

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

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

4.6 Content of the tender to be submitted

The tender must be:

- signed by the Tenderer or its duly authorised representative;
- perfectly legible so that there can be no doubt as to words and figures;
- drawn up using all model reply forms supplied in the annexes to the Tender Specifications;
- clear and concise, with continuous page numbering, and assembled in a coherent fashion (e.g., bound or stapled or organised in files).

The Contracting Authority reserves the right to request additional evidence in relation to the tender submitted for evaluation and/or verification purposes.

4.6.1 Administrative file (ENVELOPE/FOLDER 1)

Each tender shall include an administrative file, containing:

Ref.#	ENVELOPE/FOLDER 1 – ADMINISTRATIVE DOCUMENTS and DOCUMENTS RELATING TO EXCLUSION and LEGAL AND FINANCIAL/ECONOMIC SELECTION CRITERIA 1 (one) ORIGINAL, 1 (one) ELECTRONIC COPY per envelope)
(1)	<p>A cover letter, dated and signed by duly authorized representative of the tender, including:</p> <ul style="list-style-type: none"> - A declaration of full acceptance of the requirements in this Invitation to Tender; - The Tenderer's undertaking to provide the services; - Analysis of absence of conflicting interest, as per section 2.2.7.2 above; - A list of all the documentation included/enclosed in the tender; - A list of the legal entities involved, specifying each entity's role and qualifications and the share of the FWC total price that will be covered by the respective entity's contribution; - Tenderer's contact details. - A declaration that any of the entities involved are not a Restricted Person and do not fall under the scope of subject to EU Restrictive Measures in the list published at www.sanctionsmap.eu. <p>If the tender is submitted by a consortium or grouping:</p> <ul style="list-style-type: none"> - specify each member's role and qualifications - include a letter signed by each member undertaking to participate as detailed, - justified assessment of the compliance with competition laws as per section 2.2.14 (in case of joint bidding) - For entities belonging to the same Group intending to submit a tender for different lots - evidence of the autonomous/non-collusive character of the tender (see section 1.5.3) - a list of the third parties / COTS product for verification by the Contracting Authority (section 2.2.11 (iii))

	<p>- statement of full compliance with the SAL – Annex I.G part 1, or pointing out the main deviations with a reference to Annex I.G part 2 (Statement of Compliance)</p> <p>For the subcontracting:</p> <p>- Indicate the elements and proportion (%) of the tender for which subcontracting is planned.</p>
(2)	<p>Competitive subcontracting proposal</p> <p>As per section 2.2.12</p>
(3)	<p>The duly filled in, signed and dated identification sheet of the Tenderer using the template in Annexes I.A- I.B-I.C-I.D</p> <p>(Administrative Annexes) (one per Tenderer including all the legal entities involved in the consortium and subcontractors and containing, where appropriate, as many sections as legal entities involved).</p>
(4)	<p>The duly filled in, signed and dated legal entity form (one per economic operator involved) (tender, consortium member or subcontractor) using the template available at:</p> <p>http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal-entities_en.cfm and any supporting documents required in this template.</p> <p>Please take into consideration the instructions from this link before filling in the documents: http://ec.europa.eu/budget/library/contracts_grants/info_contracts/instructions_fich_le_en.pdf.</p>
(5)	<p>A duly signed and dated statement of authorisation/power of attorney containing the name and position of the representative/signatory and official documentary evidence on the person's legal authority to validly sign the tender and the FWC on behalf of the organisation, should it be awarded it.</p>
(6)	<p>The duly filled in, signed and dated Financial Identification Form using the template available at:</p> <p>http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm</p> <p>In case of consortia, only one financial identification form for the whole consortium should be submitted, nominating the bank account into which payments are to be made under the SCs (i.e., the account of the consortium leader) in the event that the respective tender is awarded to it.</p>

	Please pay attention to the supporting documents that should be submitted together with dully filled in financial identification form.
(7)	The duly filled in, signed and dated Declaration(s) on Honour relating to exclusion criteria and selection criteria using the relevant template in Annex I.B - one per economic operator (i.e. Tenderer, all consortium members, all subcontractor(s), if any).
(8)	The duly filled in, signed and dated Financial Statement relating to the selection stage using the template in Annex I.E , complemented by the full financial statements for the last three financial years and a statement of turnover relating to the relevant services for this tender for the last 3 (three) financial years as requested in table 14 of these tender specifications.
(9)	All evidence relating to: <ul style="list-style-type: none"> - the selection criteria in section 3.2.1 above relating to legal and regulatory capacity criteria, and the selection criteria of a respective lot relating to economic and financial capacity in section 3.2.2 - Economic and financial capacity
(11)	The evidences for PRS authorisation, as provided in section 2.2.2 using the template in Annex I.J - one per economic operator (i.e. Tenderer, all consortium members, all subcontractor(s), if any).
(12)	All evidence relating to: <ul style="list-style-type: none"> - the minimum requirement in section 3.3.1 above
(13)	<u>In case of consortia</u> , a duly signed and dated statement/declaration by each of the consortium members specifying the company or person heading the project and authorised to submit a tender on behalf of the consortium, sign and manage the Contracts, using the template of Annex I.C.
(14)	<u>For the proposed subcontractors on whom the tenderer relies for the fulfilment of the selection criteria (if any)</u> , duly filled in, signed and dated subcontractor Letter of Intent using the template in Annex I.D
(15)	An electronic copy of each document submitted in the administrative envelope on CD-ROM or USB stick with the full set of documents in machine readable format (MS Office 2003 or later, or Adobe Reader Version 8.0 or later), strictly identical in full to the original tender

(16)	Declaration of Ownership and Control , using the template in Annex I.H – Part 2, including all necessary documents required in Annex I.H for the assessment of the compliance with the participation condition (see section 2.2.1);
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Table 8 – Envelope 1 content – administrative documents

4.6.2 Technical proposal (ENVELOPE/FOLDER 2)

Each tender shall include an administrative file, containing:

	ENVELOPE/FOLDER 2 – TECHNICAL OFFER 1 (one) ORIGINAL, 1 (one) ELECTRONIC COPY
(1)	<p>Technical Proposal, in accordance with the requirements of the present Tender Specifications</p> <p>divided into following sections with headings:</p> <p>A. Executive Summary (5 (five) pages maximum), including the main elements of the tender (list not exhaustive):</p> <ul style="list-style-type: none"> • Introduction, contents and layout of the entire tender; • Overview of the Technical Proposal, including a specification/documentation tree, a summary description of the proposed FWC / Simulation Exercise approach; • Summary of the organisation and respective responsibilities within the proposed Consortium or Core Team, its interfaces to the Contracting Authority and its overall management approach; <p>B. Selection Criteria Evidences</p> <ul style="list-style-type: none"> • All evidence relating to the selection criteria in section 3.2.3 - Technical and professional capacity (T1) above. <p>C. FWC proposal</p>

- Approach for the delivery of the tasks, subject matter to the Framework Contract, proposed organisation to be established for the purpose
- Proposed measures to ensure the high quality of the Services (in service mode) and Deliverables (in deliverables mode) - quality checks, internal reviews, quality controls implementation, (list is not exhaustive); presentation of the approach toward implementation of the quality performance elements listed in section 2.1.10
- Proposed measures to ensure efficient and high-quality reporting
- Approach and measures for ensuring the availability of the necessary expertise and guaranteeing interruption of the services / limitation of the turnover of the proposed teams of experts,
- Proposed organisation and processes to be established for ensuring prompt reaction times upon requests of the Contracting Authority for specific contracts assignments
- Duly written, signed and dated Statement of Compliance with section 3 of Annex I.I. SoW and with Annex I.M Management Requirements (template in Annex I.K). The Tenderer must fill-in Annex I.K and (i) confirm its full compliance and (ii) define its partial or non-compliance to the requirements and tasks described in this document and its technical annexes. Any non-compliance or partial compliance must be explained and the level of compliance committed to be reached shall be indicated.
- Management Proposal, in line with the requirements of the Management Requirements (Annex to SoW), including at least:
 - Project Management Plan (PMP), describing the proposed management organisation
 - Work Breakdown Structure and Work Package / Tasks description
 - Risk Management Plan

The Statement of Compliance with the Statement of Work shall include detailed justifications of the Tenderer's position, by referring to the section of its tender where such justification is developed/ further described.

D. Simulation Exercise (SE) Proposal

The response to the simulation exercise defined in the Annex I.I for each lot. The responses shall include the complete approach related to the respective award criteria and subcriteria. The Contracting Authority reserves the right to evaluate the award criterion and subcriteria only in respect of information provided in the such sections and subsections and not to consider information provided in other parts of the tender, unless clear references are made to them. The SE proposal shall include (list is not exhaustive):

- Proposed organisation for the delivery of the tasks included in the Simulations Exercise, means and approach for coordination with the Contracting Authority - processes, check points / intermediate milestones and a Work Plan. The work plan shall cover the schedule for delivery of the tasks - per deliverable, when the task is implemented in Deliverable Mode and the planning of the involvement of the respective

	<p>teams of experts , when the Task is delivered in Service Mode and include the deliverables / service acceptance steps as provided in Annex I.M Management Requirements</p> <ul style="list-style-type: none"> • Duly written, signed and dated Statement of Compliance with section 4 of the SoW (Annex I. I (template in Annex I.K). The Tenderer must fill-in Annex I.K and (i) confirm its full compliance and (ii) define its partial or non-compliance to the requirements and tasks described in this document and its technical annexes. Any non-compliance or partial compliance must be explained and the level of compliance committed to be reached shall be indicated. <p>The Statement of Compliance with the Statement of Work shall include detailed justifications of the Tenderer's position, by referring to the section of its tender where such justification is developed/ further described.</p> <ul style="list-style-type: none"> • Proposed teams for the delivery of each task in service mode, including at least: <ul style="list-style-type: none"> - Presentation of the experts, included in each team, their seniority, area of expertise, language proficiency, PSC level, and all other relevant information, - justification of the coverage of all necessary areas of expertise, and of the adequacy of the balance between the profiles, having in mind the tasks complexity ad specifics <p><u>Experience for the proposed team in the technical proposal shall be demonstrated by curriculum vitae of advisers which shall be submitted in English, preferably according to the Europass format (available at: http://europass.cedefop.europa.eu/en/documents/curriculum-vitae/templates-instructions). The proposed team's experience has to address the proposed staff profiles as listed in Annex I.F for each Lot.</u></p> <ul style="list-style-type: none"> • Approach for the delivery of tasks in deliverables mode <ul style="list-style-type: none"> - analysis of the scope of the task, identification of the main challenges and risks and the proposed mitigation measures, - proposed and implementation methods and approach, presentation of the rationale behind their selection, identified (alternative) solutions and analysis of their pros and cons; - proposed schedule for the deliverables producing / its justification
(2)	<p>An electronic copy of each document submitted in the technical envelope on CD-ROM or USB stick with the full set of documents in machine readable format (MS Office 2003 or later, or Adobe Reader Version 8.0 or later), strictly identical in full to the original tender</p>

Table 9 – Envelope 2 content – technical proposal

4.6.3 Financial proposal (ENVELOPE/FOLDER 3)

Content

Each tender shall include a financial offer, containing:

	ENVELOPE/FOLDER 3 – FINANCIAL OFFER 1 (one) ORIGINAL and 1 (one) ELECTRONIC COPY per envelope).
(1)	<p>Duly signed and dated financial proposal using the template in Annex I.F, including</p> <ul style="list-style-type: none"> - Framework contracts financial proposal including <ul style="list-style-type: none"> - the daily rates of each profile as per section 2.1.2 for the various locations of the performance of the service for each Lot, and for the respective duration of the assignments - the travel costs for missions to the locations specified in the SoW (Annex I.I) for each Lot and to a 'EU city'²⁷ - cost sheets as provided below - Simulation exercise financial proposal per lot, based on the rates, defined in the FWC proposal, for the tasks, specified in the Simulation Exercise in SoW (Annex I.I) <p>which shall be duly filled in, stamped, initialled, dated and signed by the Tenderer, without any omission or addition with regard to the original format. Omissions or additions with regard to the original format may lead to exclusion from the tender procedure.</p>
(2)	<p>Pricing methodology in a separate price structure document attached to the Financial Table of Answers, indicating at least:</p> <ul style="list-style-type: none"> - the financial assumptions taken - an overview of the approach taken for indexation, overheads, profit, exchange rates, etc. - Should any risks' contingency be included in the unit prices by the Tenderer, the risk shall be included in the methodology, including risks description, likelihood and justification of the financial expected impact. Risk contingencies (if any) shall be individually listed when defining the rates in the FWC financial proposal.
(3)	<p>An electronic copy of each document submitted in the financial envelope on CD-ROM or USB stick with the full set of documents in machine readable format (MS Office 2003 or later, or Adobe Reader Version 8.0 or later), strictly identical in full to the original tender</p>

Table 10 – Envelope 3 content – financial proposal

The financial offer must respect the following conditions:

²⁷ To be defined upon Fernando's review

Unit prices and total price

Unit prices quoted in Annex I.F.# separately per each Lot (1, 2, 3, 4, 5) must be firm and fixed and are not subject to revision throughout the duration of the Contract. The unit prices in the financial offer will constitute the price list for the duration of the FWC²⁸, and shall include all costs and expenses, which are necessary for performance of the tasks.

Only one-unit price per profile for provision of a service from a dedicated location and one rate for a return travel to a dedicated location shall be included in the framework financial proposal, which shall be applicable for the framework contract, irrespective whether the consultants are made available by one or another consortium member or subcontractor.

These costs and expenses are indicatively: effort for all the tasks (including drawing up quotations and reports) necessary for their performance, including all costs (e.g., travel expenses, daily subsistence allowance, management of the project, administrative support and any support resource, coordination, quality control or currency conversion fees).

Cost Sheets

The tenderer shall fill and submit to the Contracting Authority, as part of the financial proposal in Annex I.F.#, for the Prime and each sub-contractors, the procurement standard cost sheet form A1 in order to provide the basic rates, labour overheads, general overheads, profit and all the cost categories which are applied for composing the framework unit prices.

Due to the fact that those elements are composing the unit prices, any further details which make them clearer, explaining their structure and the costs included, will be positively evaluated in the Qualitative award criteria (see Q1.3 in 3.4.1).

VAT exemption

As the Contracting Authority is exempt from all taxes and dues, including value added tax (VAT), pursuant to Articles 3 and 4 of the Protocol on the privileges and immunities of the European Union, these must not be included in the price.

Currency and exchange rates

The price tendered must be all-inclusive and expressed in Euro without VAT.

4.7 Submission

Tenders may be submitted by post mail, express mail, commercial courier or hand-delivered and are to be submitted not later than the relevant date and time specified in section 1.8 above to the following address:

²⁸ Price grid quantities estimates are provided by the EUSPA in Annex I.F.#. Such estimates will only be used by the EUSPA to simulate the cost competitiveness of tenderers against the most realistic scenario of implementation of the FWC. In this respect, quantity estimates are in no way binding. Upon signature of the contract, only the unit prices provided by the tenderers in the duly completed tables of Annexes I.F.# shall be binding.

European Union Agency for the Space Programme
Procurement and Legal Department
Tender ref: EUSPA/OP/37/23, Lot [#] & title
Janovskeho 438/2
170 00 Prague 7
Holesovice, Czech Republic

Tenders sent by post mail, express mail and commercial courier shall be addressed to this address not later than 23:59 (local time) of date indicated in section 1.8. In this case, a receipt must be obtained as proof of submission.

In case the tender is hand-delivered, a receipt must be obtained as proof of delivery, signed and dated by the desk officer of the EUSPA reception. The reception is open from 08:00 to 17:00 Monday to Thursday, and from 08:00 to 16:00 on Fridays. It is closed on Saturdays, Sundays, European Commission holidays and some Czech national holidays. The hand-delivery of tenders outside the indicated business hours cannot be guaranteed and it will be usually not possible due to absence of the desk officer of the EUSPA reception.

Upon submission of tenders by post mail, express mail, commercial courier or hand-delivery, tenderers shall send an email of notification of submission to tenders@EUSPA.europa.eu. The subject of the email shall be: "EUSPA/OP/37/23, lot [#]: submission of tender by *[insert name of legal entity / consortium]*" **and it shall contain as attachment the relevant proof of submission.**

Tenderer may submit the tender on paper or only on electronic media.

If it is submitted on electronic media, it shall contain 3 (three) CD-ROM, DVD or USB sticks (the latter only for unclassified information) with the full set of documents. The documents on these media must be identical and they shall be in machine-readable format (MS Office 2003 or later, or Adobe Reader Version 8.0 or later). These medias must be inserted in the outer envelope, as described in the Tender specifications. They shall contain the folders described above.

The electronic versions of the tender are considered as originals.

The tenderers must ensure that the electronic medias and files are readable. In particular, they must take all the necessary measures to protect them during the transport to avoid any damage to them.

The tenderers are advised to:

- use, and include into the outer envelope, different types of media (e.g., DVD and different types of USB sticks - with the exception of documents classified RESTREINT UE/EU RESTRICTED (R-UE/EU-R) that can only be submitted on CD-ROM/DVD) in order to eliminate the risk of non-readable media and files.
- create hashes of submitted files (in the form of algorithm MD5, SHA-256 or higher) and insert them, preferably as a paper printout, into the outer envelope, together with the



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- ensure that the data on these media cannot be altered.

If the submitted media and files are not readable, or contain R-UE/EU-R files on other digital media than CD-ROM/DVD, the tenderers will have the possibility to re-submit the media upon condition that:

- hashes of the original files have been created;
- hashes of the re-submitted files are created and such hashes are strictly identical to the hashes of the original files inserted into the original outer envelope.

If the submitted media and files are not readable, or contain RESTREINT UE/EU RESTRICTED (RUE/EU-R) files on wrong digital media, and the Tenderer does not resubmit media and files which are strictly identical to the original ones and related hashes, or on a correct digital media (CD-ROM or DVD for R-UE/EU-R, within a reasonable delay upon notification by the Contracting Authority that the files submitted cannot be read, the tender will be rejected.

The documents which must be signed according to the Tender Specifications may be signed electronically with a qualified electronic signature (QES) of the Tenderer. This electronic signature must be provided by a provider which has a qualified status granted by a national competent authority of an EU Member State and which is listed in the national eIDAS Trusted Lists and the EU List of eIDAS Trusted Lists (LOTL) (available at <https://webgate.ec.europa.eu/tl-browser/#/>).

4.8 Industry Day

The Agency is to organise an Industry Day so as to present the details of the procurement procedure in question, including inter alia its type and characteristics, specificities of each Lot, envisaged contractual modalities and modes of implementation.

Through attending the Industry Day, potential tenderers will have, therefore, the opportunity to learn more about the mission of the European Union Agency for the Space Programme, as well as the scope of the procurement procedure.

Further information in this respect and subsequent registration modalities are to be published accordingly in due course on EUSPA webpage and social media outlets.

4.9 Public opening of the tenders

The tenders will be opened on the date and time specified in section 1.8 above, in the offices of EUSPA, Janovskeho 438/2, Prague 7, Czech Republic.

This opening session will be public. One representative per each Tenderer may attend the opening of the tenders. At the end of the opening session, the Chairman of the opening committee will disclose the name of the tenderers and the decision concerning the admissibility of each offer received. The prices indicated in each tender received will not be communicated.

Tenderers who wish to attend are invited to send a request (at least 5 (five) calendar days before the date of the opening) to the following e-mail address: tenders@euspa.europa.eu specifying the name

of the attending person and the Tenderer (s)he represents. The subject of the email shall be:

“EUSPA/OP/37/23, lot [#]: request from *[insert name of legal entity / consortium]* to participate to the opening session”.

In order to be able to enter the EUSPA premises for the opening of the tenders, the attending person shall present an ID card or passport at the reception of the EUSPA. Maximum one representative per Tenderer may attend the opening.

The opening session may be organised via videoconference. Tenderers who expressed interest in participating in the opening session will receive accordingly the necessary details for participation in the videoconference.

The opening session may be recorded. In such a case the participants will be duly informed about the recording at the beginning of the session.

Maximum one representative per Tenderer may attend the videoconference. At the beginning of the session, the representatives of the tenderers will be asked to point the camera at their ID card or passport and expressly declare their identity.

4.10 Period of validity of the tenders

Period of validity of the tenders, during which tenderers may not modify the terms of their tenders in any respect shall be 9 (nine) months from the closing date for the submission of the tenders.

4.11 Further information

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

Before the final date for submission of tenders:

- At the request of the Tenderer, EUSPA may provide additional information solely for the purpose of clarifying the nature of the contract.
- Any requests for additional information must be made in writing only through the procedure's Funding & Tenders Portal (F&T Portal) link indicated in the Invitation to Tender in the "Questions & answers" section, by clicking "Create a question" (EU Login registration²⁹ is required to be able to create and submit a question).
- Requests for additional information received after deadline specified in section 8 above cannot be processed.
- EUSPA may, on its own initiative, inform interested parties of any error, inaccuracy, omission or any other clerical error in the text of the Invitation to Tender.

After the opening of tenders:

²⁹ EU Login is the entry gate to sign in to different European Commission services and/or systems. Read more [here](#).

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

4.12 Information for tenderers

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

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

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

4.13 Data protection

Personal data gathered for the purpose of the present procedure will be processed pursuant to Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data. This data will be processed by EUSPA as indicated in the privacy statement published on the Agency's website (https://www.euspa.europa.eu/system/files/page/privacy_statement_relating_to_euspa_procurement_procedures_grants_prizes_and_selection_of_experts.pdf). Any request regarding your personal data should be addressed to the data controller responsible for the call for tenders (add the relevant department e.g. Head of SAU, and the functional mailbox). You may also contact the Agency's Data Protection officer (DPO) at DPO@euspa.europa.eu. If your request has not been responded to adequately by the data controller and/or DPO, you can lodge a complaint with the European Data Protection Supervisor at edps@edps.europa.eu.

4.14 Tenderer's consent to the use of information supplied in the tender

By submitting a reply to the invitation to tender a Tenderer provides its unconditional and irrevocable consent to the Agency to use any information contained in the tender in legal proceedings related to procurement regardless of the parties involved to the extent as necessary or appropriate for due protection of Agency's rights. Should the Agency use the content of the tender for this purpose, the Tenderer waives any claim for any compensation of any kind whatsoever or any claim related to confidentiality and/or data protection.

5 Acronyms and definitions

Acronym / Abbreviation / term	Complete Designation
BIC	Bank Identifier Code
Bidder	Used interchangeably with term Tenderer
CET	Central European Time
COMSEC	Communication Security
CONOPS	CONcept of OPerationS
Contracting Authority	The European Union Agency for the Space Programme
Contractor	The Tenderer to whom the Contract will be awarded
Controller	The EUSPA entity which determines the purposes and means of the processing of personal data
CPA	Competent PRS Authority
EC	European Commission
EEAS	European External Action Service
EGNOS	European Geostationary Navigation Overlay Service
ESA	European Space Agency
ESP	EGNOS Service Provider
EU	European Union
EUCI	EU Classified Information
EUR	UE Restreint / EU Restricted
EUS	UE Secret / EU Secret
EUSPA	European GNSS Supervisory Authority
FP7	7 th Framework Programme

Acronym / Abbreviation / term	Complete Designation
FR	France or Financial Regulation, if in conjunction with reference to Articles
FSC	Facility Security Clearance
FTE	Full Time Equivalent
Galileo	European satellite navigation project – one of the European GNSS
GOVSTACOM	Governmental Satellite Communication System
GNSS	Global Navigation Satellite System
KoM	Kick-Off Meeting
LEF	Legal Entity Form
LSO	Local Security Officer
MS	Member States (of the European Union)
N/A	(criteria/information/item) Not Applicable
NDU	Non-Disclosure Undertaking
OIS	Operational Interface System (i.e. the subject of the procurement)
OLAF	Office Européen de Lutte Anti-Fraude – European Anti Fraud Office
OpenNMS	Open Network Management System
OS	Open Service
PIMP	PRS information Management Plan
PM	Project Management or Progress Meeting
POC	Point Of Contact
PRS	Public Regulated Service
PSC	Personal Security Clearance
PSI	Programme Security Instruction

Acronym / Abbreviation / term	Complete Designation
QMS	Quality Management System
R-UE/EU-R	RESTREINT UE / EU RESTRICTED
SAB	Security Accreditation Board
SAL	Security Aspects Letter
SUE	Secret UE
SC	Specific Contract
SSA	Space Situational Awareness
S-UE/EU-S	SECRET UE/EU SECRET
Subcontractor	an entity acting as subcontractor to a Tenderer
Tenderer	the entity having submitted a tender in this procurement procedure
UE	Union Européenne
VAT	Value Added Tax
UNCL	Unclassified

Table 11 – acronyms and designations

6 List of tender specifications annexes

These tender specifications have the following annexes:

Annex	Title
Annexes I.A- I.B-I.C-I.D (Administrative Annexes)	Template Identification Sheet of the Tenderer - Template Declaration of Honour - Power of Attorney - Subcontractor Letter of Intent
Annex I.E	Financial Statements relating to the Selection Stage
Annex I.F.1	Template Financial Table of Answers for Lot 1
Annex I.F.2	Template Financial Table of Answers for Lot 2
Annex I.F.3	Template Financial Table of Answers for Lot 3
Annex I.F.4	Template Financial Table of Answers for Lot 4
Annex I.F.5	Template Financial Table of Answers for Lot 5
Annex I.G Part 1	Security Aspects Letter
Annex I.G Part 2	Statement of Applicability of the Security Aspects Letter
Annex I.H Part 1	Criteria for assessment of participating conditions
Annex I.H Part 2	Declaration of Ownership and Control
Annex I.H Part 3	Additional information regarding the assessment of participating conditions
Annex I.I.1 - Lot 1	Statement of Work and Simulation Exercise
Annex I.I.2 - Lot 2	Statement of Work and Simulation Exercise
Annex I.I.3 - Lot 3	Statement of Work and Simulation Exercise
Annex I.I.4 - Lot 4	Statement of Work and Simulation Exercise
Annex I.I.5 - Lot 5	Statement of Work and Simulation Exercise
Annex I.J	Template PRS Information Management Plan
Annex I.K	Template Statement of Compliance

Annex I.L	Template Non-Disclosure Undertaking
Annex I.M	Management Requirements
Annex I.N	Template CPA statement

Table 12 – Annexes to Annex I

7 List of Proprietary Information

The following documents contain Proprietary Information:

Document Title	Doc reference	EUCI
AD-1 ³⁰ Relevant programme security instruction ³¹ ('PSI') in its latest version		no
AD-2 ³⁰ Tailored Security Classification Guide;		no
AD-3 ³⁰ SPIDER Networks CONOPS in its latest version	GSA-SEC-CA-UM-A03997	no
AD-4 ³⁰ SPIDER Networks w/ Filkrypto SECOPS in its latest version	GSA-SEC-CA-UM-A01718	no
AD-5 ³⁰ SPIDER Networks w/ Filkrypto Key Management Plan in its latest version	GSA-SEC-CA-UM-A01392	no
AD-6 ³⁰ Guidelines for deliveries of EU classified information level RESTREINT UE/EU RESTRICTED in its latest version	EUSPA-SEC-CSO-PRC-A21678	no
AD-7 ³⁰ Guidelines for deliveries of EU classified information level CONFIDENTIEL UE/EU CONFIDENTIAL and above in its latest version	EUSPA-SEC-CSO-PRC-A15666	no
AD-8 ³⁰ EUSPA Delivery rules and procedure in its latest version	EUSPA-SEC-CSO-PRC-A15666	no

³⁰ Applicable document to the Security Aspect Letter

³¹ For Galileo and EGNOS the applicable PSI is European GNSS PSI v.4.1, for GOVSATCOM and IRIS² activities the applicable PSI is GOVSATCOM PSI, ref. Ares(2022)8649697, for EuroQCI activities the applicable PSI is EuroQCI PSI, ref. Ares(2023)1913047. Not applicable to COPERNICUS and SST.



EUSPA/OP/37/23
Annex I - Tender Specifications
Applicable for all Lots

N.B. EU GNSS Programme COMSEC Instructions are to be made available to the Contractors after FWC signature.

Document Concerned	Submitted by Prime only	Submitted by all Core Team members (including prime and subcontractors)	Submitted by non-Core Team subcontractors above 10% of the Contract value	Submitted by non-Core Team subcontractors below 10% of the Contract value
A cover letter, dated and signed by duly authorized representative of the tender	√			
Competitive subcontracting proposal	√			
Identification sheet of the Tenderer (Annex I.A)	√			
Legal Entity Form		√	√	√

Statement of authorisation/power of attorney (Annex I.C)	√ (In case of consortia)			
Financial Identification Form	√ (In case of consortia, only one fi-			

Document Concerned	Submitted by Prime only	Submitted by all Core Team members (including prime and subcontractors)	Submitted by non-Core Team subcontractors above 10% of the Contract value	Submitted by non-Core Team subcontractors below 10% of the Contract value
	financial identification form for the whole consortium should be submitted)			
Declaration(s) on Honour (Annex I.B)		√	√	√
Supporting evidence requested as part of the declaration on honour		√	√	√
Financial Statement (Annex I.E) complemented by the full financial statements for the last three financial years and a statement of turnover relating to the relevant services for this tender for the last 3 (three) financial years (see Table 14)		√ (all members of consortium individually)	√ (for the subcontractors, on which it relies to reach the required minimum turnover)	√ (for the subcontractors, on which it relies to reach the required minimum turnover)

Document Concerned	Submitted by Prime only	Submitted by all Core Team members (including prime and subcontractors)	Submitted by non-Core Team subcontractors above 10% of the Contract value	Submitted by non-Core Team subcontractors below 10% of the Contract value
All evidence relating to the selection criteria in section 3.2.1 above relating to legal and regulatory capacity criteria, and		√	√	√
All evidence relating to the selection criteria in section 3.2.2 relating to - Economic and financial capacity		√	√	√
All evidence relating to the minimum requirement in section 3.3.1 above		√	√	√
In case of consortia, a duly signed and dated statement/declaration by each of the consortium members specifying the company or person heading the project (Annex I.C)		√		
Subcontractor Letter of Intent (Annex I.D)		√ (For the proposed subcontractors on whom the tenderer relies for the fulfilment of the selection criteria)	√ (For the proposed subcontractors on whom the tenderer relies for the fulfilment of the selection criteria)	√ (For the proposed subcontractors on whom the tenderer relies for the fulfilment of the selection criteria)

Document Concerned	Submitted by Prime only	Submitted by all Core Team members (including prime and subcontractors)	Submitted by non-Core Team subcontractors above 10% of the Contract value	Submitted by non-Core Team subcontractors below 10% of the Contract value
An electronic copy of each document submitted in the administrative envelope on CD-ROM or USB stick with the full set of documents in machine readable format (MS Office 2003 or later, or Adobe Reader Version 8.0 or later), strictly identical in full to the original tender		√	√	√
Executive Summary (Technical Proposal)	√			
All evidence relating to the selection criteria in section 3.2.3 - Technical and professional capacity (Technical Proposal)		√	√	√
FWC proposal (Technical Proposal)	√			

Document Concerned	Submitted by Prime only	Submitted by all Core Team members (including prime and subcontractors)	Submitted by non-Core Team subcontractors above 10% of the Contract value	Submitted by non-Core Team subcontractors below 10% of the Contract value
Simulation Exercise Proposal (Technical Proposal)	√			
An electronic copy of each document submitted in the technical envelope on CD-ROM or USB stick with the full set of documents in machine readable format (MS Office 2003 or later, or Adobe Reader Version 8.0 or later), strictly identical in full to the original tender	√			
Financial proposal (Annex I.F)	√			
Pricing methodology in a separate price structure document attached to the Financial Table of Answers	√			

Document Concerned	Submitted by Prime only	Submitted by all Core Team members (including prime and subcontractors)	Submitted by non-Core Team subcontractors above 10% of the Contract value	Submitted by non-Core Team subcontractors below 10% of the Contract value
An electronic copy of each document submitted in the technical envelope on CD-ROM or USB stick with the full set of documents in machine readable format (MS Office 2003 or later, or Adobe Reader Version 8.0 or later), strictly identical in full to the original tender	√			

Table 12 – Recapitulative Table