

EUSPA/OP/16/25

Administrative support services to EUSPA

Annex I to the Invitation to Tender (ITT)

“Tender Specifications”

After Corrigendum 2

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1 Overview

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

In addition to the terms defined in the present TS, additional abbreviations and definitions are included in section 16.

1.1 Context of the Tender

The European Union Agency for the Space Programme (hereinafter 'EUSPA', 'the Agency' or 'the Contracting Authority')¹ is a European Union agency established by REGULATION (EU) No 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 (hereinafter the "Space Regulation") to accomplish specific tasks related to the European GNSS components (Galileo and EGNOS), Copernicus, GOVSATCOM, and Space Situational Awareness as set out in such Regulation.

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

1.2 Purpose

The objective of this procurement procedure is to conclude a Framework Contract in cascade with maximum 2 (two) Contractors per lot (hereinafter referred to as "the Contract" "the Framework Contract", or "FWC") for the provision of in-house unclassified and classified (EUCI) administrative support services at EUSPA's Headquarters and more EUSPA sites.

Administrative support is sought to aid the relevant sites to fulfil EUSPA's mandate. A detailed description of the technical specifications is provided in Section 1.3 below.

Where reference is made to the FWC in these Tender Specifications and in the Annexes thereto, it should be assumed that any such reference is also meant to cover any specific contracts concluded on a basis of the FWC, in particular when there is a reference covering any obligation of the Tenderers.

Currently provision of the relevant administrative support services to EUSPA is covered under the following contracts:

Unclassified administrative support

EUSPA/OP/19/21/LOT1 – multisupplier framework contract for services in cascade, signed on 19/07/2022 and 20/07/2022 with ALPHA Consultants s.r.l. (1st contractor in cascade) and Everesta s.r.o. (2nd contractor in cascade) respectively;

EUSPA/OP/19/21/LOT2 – multisupplier framework contract for services in cascade, signed on 04/08/2022 with Vector Synergy s.o.o.

Classified administrative support

EUSPA/OP/08/22/LOT 2 – multisupplier framework contract for services in cascade, signed on 19/10/2023 and 13/10/2023 with COTECO INFROMATICA INTERNACIONAL LTD (1st contractor in cascade) and Vector Synergy s.o.o. (2nd contractor in cascade) respectively.

¹ REGULATION (EU) No 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.

1.3 Technical Specifications

1.3.1 Introduction to lots and general management requirements

The procurement procedure is divided into 2 (two) lots as follows:

- Lot 1: “Administrative support services to all EUSPA sites”
- Lot 2: “Security-related administrative support services to all EUSPA sites”

Administrative support, either of classified (Lot 2) or of unclassified (Lot 1) nature, a priori encompasses the following activities:

Services	Description of requested activities (<i>Indicative list</i>)
Service n.1 Services related to organization of online/physical meetings and events related to Agency administrative functioning	Preparation of agenda, sending invitations, coordinating catering support, booking rooms (in an internal or external venue), preparing presence list, and other relevant services;
Service n.2 Various clerical services	Drafting correspondence, preparing relevant minutes, reports, statistics, notes, presentations, updating databases, monitoring of work in progress, calendars/agendas, mails monitoring, proof-reading of documents, formatting of relevant documentation;
Service n.3 Document management (electronic and physical archives)	Ensuring efficient archiving, preparing and coordinating internal validation workflows, registering of documents, managing incoming and outgoing correspondence, other administrative support and clerical tasks;
Service n.4 Services of arranging business trips	Travel and accommodation booking, processing reimbursement claims in accordance with applicable rules; contacting the agreed provider and research for an optimal travel agenda, booking the flights and accommodation, collecting supporting documents for claims reimbursement, managing the reimbursement processes, processing related internal workflows etc.;
Service n. 5 Administrative services related to corporate matters	Maintaining various databases, compiling requested input for various purposes i.e. preparing presentations, organizing team events/trainings, scheduling team meetings, taking minutes, booking rooms, inviting participants etc.
Service n.6 Administrative services related to staff matters	Administrative support enabling EUSPA personnel to avail themselves of entitlements derived from or duties linked to the regulations and/or the Hosting Agreements in relation to EU bodies, national authorities, governmental bodies and local offices. Services might include communication with relevant parties, collection and submission of documents, maintenance of Databases and systems as well as providing guidance & trainings to EUSPA personnel.

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

The services will be required to be rendered on-site (in-house) in the premises of the following sites of EUSPA:

- Prague / Czech Republic
- Saint-Germain-en-Laye / France
- Toulouse / France
- San Martín de la Vega, Spain Torrejón de Ardoz, Spain
- Noordwijk, Netherlands

N.B. The resources to be involved in the provision of such services under either of the Lots shall only be EU nationals (EU working visa/permits do not suffice).

Administrative support is largely the same across all the lots however with differences in requirements for personal security clearance.

Classified administrative support (Lot 2) needs to be provided by resources having a Personal Security Clearance ('PSC') at SECRET UE/EU SECRET level issued by the national security authority of an EU Member State. The security clearance needs to be maintained throughout the duration of the respective Contract, as it may be planned to access classified information above RESTREINT UE/EU RESTRICTED under the respective Contract at any time.

Name and form of procurement procedure

Name: EUSPA/OP/16/25 – Administrative support services to EUSPA.

Procedure: Open procedure in accordance with Article 167(1)(a) of the Regulation 2024/2509 (hereinafter "Financial Regulation" or "FR")².

Lots: 2

1.4 General Conditions

- Tenderers are required to accept all the terms and conditions set out in the ITT and the Tender Specifications. However, this is without prejudice to the possibility of declaring (duly justified) partial- or non-compliances to the contractual baseline. In this regard, the level of stated compliance and justified partial or non-compliance will be assessed by virtue of the qualitative criterion Q5 as described in section 13.6.1 below. The Tenders will have to fulfil the conditions of submission set out in Section 15.6.3 below.
- 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.
- The Invitation to Tender and its annexes and any subsequent document for this activity to be issued by the Contracting Authority during this procurement procedure 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.

² Regulation (EU, Euratom) 2024/2509 of the European Parliament and of the Council of 23 September 2024 on the financial rules applicable to the general budget of the Union (recast)

- Until the signature of the Contract, the Contracting Authority may decide to abandon the procurement or cancel the award procedure including only regarding a specific lot. Such actions shall not entitle the Tenderers to claim any compensation.
- By submitting a Tender, the Tenderer provides its unconditional and irrevocable consent to the Contracting Authority:
 - To use any information contained in the Tender in legal proceedings related to the procurement regardless of the parties involved to the extent necessary or appropriate for due protection of the Contracting Authority's rights. Should the Contracting Authority 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.
 - To make available (any part of) the Tender to its staff and the staff of other Union institutions, bodies and agencies, as well to other persons and entities working for the Contracting Authority or cooperating with it, including Contractors or subcontractors and their staff, provided that they are bound by non-disclosure obligation and for the purpose of evaluating the Tender and, if applicable, implementing the Contract, performing audits, benchmarking, etc.
- 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.

1.5 Establishment of fair competition conditions

In order to ensure fair competition conditions within this procurement, the following measures are being put in place:

- i. A comprehensive description of the activities to be undertaken has been provided in Section 1.3 of these Tender Specifications.
- ii. An estimated number of man-days needed per 12 months service provision for each lot is provided in the table below. Per year 244 man-days are factored per Service Provider. Kindly note that these figures are purely indicative and in no way binding to EUSPA.

Estimated number of man days of services required per year^{Corr.1}

Location	Lot 1 UNCLA
Prague / CZ	6710

Location	Lot 2 CLA
Prague / CZ	1464
Saint-Germain-en-Laye / F	488
Toulouse / F	244
San Martín de la Vega and Torrejón de Ardoz / ES	244
Noordwijk, Netherlands / NL	244

Estimated number of man-days of services required per year

Location	Lot 1 UNCLA	Lot 2 CLA
Prague / CZ	6710	1464
Saint-Germain-en-Laye / F	0	488
Toulouse / F	0	244
San Martín de la Vega and Torrejón de Ardoz / E	0	244
Noordwijk, Netherlands / NL	0	244

Neutralisation of elements that may affect impartiality and objectivity of the award within the limits and according to the principles elaborated by the case law.

1.6 Applicable Rules

The following rules are applicable to the present procurement. The list is provided for information purposes, it is not exhaustive, and it is without prejudice to other applicable laws.

- Both Lots: Regulation (EU) No 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 (hereinafter “the Space Regulation”);
- Both Lots: EUSPA Financial Regulation: European GNSS Agency Financial Regulation 2019 adopted by its Administrative Board on 16 August 2019 (Ref.: GSA-EDA-AB-DEC-252663, version 1.0)³;
- Lot 2: Commission Decision (EU, Euratom) 2015/443 of 13 March 2015 on Security in the Commission and its Implementing Rules such as COMMISSION DECISION (EU, Euratom) 2019/1961 of 17 October 2019 on implementing rules for handling CONFIDENTIEL UE/EU CONFIDENTIAL and SECRET UE/EU SECRET information, COMMISSION DECISION (EU, Euratom) 2019/1962 of 17 October 2019 on implementing rules for handling RESTREINT UE/EU RESTRICTED information, COMMISSION DECISION (EU, Euratom) 2019/1962 of 17 October 2019 on implementing rules for handling RESTREINT UE/EU RESTRICTED information;
- Lot 2: Commission Decision (EU, Euratom) 2015/444 of 13 March 2015 on the security rules for protecting EU classified information and its Implementing Rules such as COMMISSION DECISION (EU, Euratom) 2019/1961 of 17 October 2019 on implementing rules for handling CONFIDENTIEL UE/EU CONFIDENTIAL and SECRET UE/EU SECRET information, COMMISSION DECISION (EU, Euratom) 2019/1962 of 17 October 2019 on implementing rules for handling RESTREINT UE/EU RESTRICTED information;
- Lot 2: Decision of EUSPA Administrative Board on the Security Rules for protecting EU Classified Information (Ref; EUSPA-SEC-AB-DEC-A22114, version 1.0)⁴;
- Lot 2: Commission Decision (EU, Euratom) 2019/1963 of 17 October 2019 laying down implementing rules on industrial security with regard to classified procurement contracts.

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

- Regulation (EU, Euratom) 2024/2509 of the European Parliament and of the Council of 23 September 2024 on the financial rules applicable to the general budget of the Union (recast);

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

³ https://www.euspa.europa.eu/sites/default/files/gsa_financial_regulation_2019_signed.pdf

⁴ https://www.euspa.europa.eu/sites/default/files/euspa-sec-ab-dec-a22114_security_rules_for_protecting_euci.pdf

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

Important note: The legal acts listed above are provided to set the overall framework; however, it shall be the Contractor's duty and corresponding sole responsibility to comply and ensure full compliance with all applicable laws, regulations and legal acts of any part of performance under the Contract contemplated to be awarded as a result of the current procurement procedure.

2 Procurement procedure and timeline

2.1 Timeline

Timetable	Date	Comments
Launch of the procurement process – submission for publication of Contract Notice to the Supplement to the Official Journal of the EU	26/01/2026	All documents of the Invitation to Tender available at: Funding & Tenders Portal and EUSPA website 58671-2026 - Competition - TED
Deadline for requests for clarifications	13/06/2026 ^{Corr.1} 24/03/2026 ^{Corr.2}	Clarification requests to be submitted only via the Funding & Tenders Portal (see above).
Last date on which clarifications may be issued by EUSPA	17/10/2026 ^{Corr.1} 26/03/2026 ^{Corr.2}	All clarifications will be published at the Funding & Tenders Portal (see above)
Deadline for submission of tenders	23/16/03/2026 ^{Corr.1} at 01/04/2026 17:00 (CET) ^{Corr.2}	According to conditions of submissions set out in section 15.7 of these Tender Specifications.
Opening session and start of evaluation process	31/17/03/2026 ^{Corr.1} at 11:00 (CET) ^{Corr.1} 07/04/2026 11:00 (CET) ^{Corr.2}	As per section 15.8 of the present document.
Completion of evaluation	05-06/ May- June ^{Corr.2} 2026 (estimated)	The estimated date is only indicative, it may be changed and it is not binding on the Contracting Authority.
Award	05-06/ May- June ^{Corr.2} 2026 (estimated)	The estimated date is only indicative, it may be changed and it is not binding on the Contracting Authority.
Estimated start of implementation of the Contract	07/2026 (estimated)	The estimated date is only indicative, it may be changed and it is not binding on the Contracting Authority.

Table 1: Procurement Timetable

3 Envisaged Contractual Approach

The objective of this procurement is to conclude Multiple Framework Contracts in cascade with maximum 2 contractors for each of the two Lots, with a maximum duration of 48 months, as described in Section 3.2.4.

The procedure will result in the conclusion of the following contract types per lot:

Lot	Contract type
Lot 1	multiple framework contracts in cascade with maximum 2 contractors for the provision of administrative support services to all EUSPA sites-HQ ^{Corr.1}
Lot 2	multiple framework contracts in cascade with maximum 2 contractors for the provision of security-related administrative support services to all EUSPA sites

3.1 Implementation of the FWC

The FWCs for each Lot shall be implemented through Specific Contracts (“SCs”), in line with the essential terms established at the FWC level. EUSPA envisages to sign several such SCs during the execution of the FWC for the nominal service provision. The signature of a FWC does not impose an obligation on EUSPA to conclude SCs with a framework contractor.

The multiple FWCs will be concluded per each Lot in the form of separate but identical contracts with maximum of two contractors at most, provided that there are enough tenderers whose tenders are retained after the evaluation. The multiple framework contracts will be implemented in cascade.

If there is only one tenderer per each Lot, the contracting authority reserves the right to cancel the procurement procedure as far as the given Lot is concerned, or to sign a single FWC instead for the said Lot.

For the award of multiple FWCs in cascade the tenders deemed admissible as a result of the evaluation will be ranked in order to establish a list of contractors and a sequence in which they will be offered specific contracts during the implementation of the FWCs. In case of unavailability of the contractor ranked first, for reasons which do not entail terminating the FWC, EUSPA may call on the next contractor. The modalities of implementation of the FWC in cascade, including the circumstances which justify signing the specific contract(s) with the contractor next in cascade, are set out in the draft Contract.

The FWC activities shall be priced on a Fixed Unit Price (FUP) basis pertaining to applicable man-day rates per identified location.

3.2 Evaluation of the FWC

Given the recurring nature of the activities, the quantities associated to the recurring support at each location, in terms of **indicative** man-days, have been estimated by the Contracting Authority in Annex I.F.1 for each lot. The tenderers are required to provide their offer by filling in accordingly the financial template under Annex I.F.1 for each lot. For details on the concept of man-day rates and reimbursement of expenses

relevant for submission of the financial offer, tenderers should carefully consult Articles I.4 and I.5 of the draft Contract.

The man-days indicated in Annex I.F.1 for each lot are purely indicative and will be used for evaluation purposes (Total Tender Evaluation Price) as per Section 12.2.2 of these Tender Specifications. Nevertheless, should at the time of placing a specific contract the assumptions, terms and conditions according to which a quantities has been estimated not be subject to changes, the Tenderer's offer shall be considered binding and enforceable.

3.2.1 Language of the Contract

English shall be the working language of the Contract including all correspondence with the Contracting Authority.

3.2.2 Volume and value of the Contract

The indicative maximum total value of all purchases under the FWC is

Lot 1: EUR 11,000,000.00 (*eleven million euros*);

Lot 2: EUR 5,700,000.00 (*five million and seven hundred thousand euros*).

for the whole duration of the FWC including those to be performed under all the future specific contracts.

The indicated budget under each Lot includes the budget volume for all activities under the FWC, including those to be performed under the assigned contracts-

Within three years following the signature of the FWC under each Lot, EUSPA reserves the right to launch an exceptional negotiated procedure for new services with the same contractor in case of need, as foreseen in Article 167(5)(f) according to point 11.1(e) of Annex I of FR. The maximum additional value of new services would be 50% of the initial value of the FWC under each Lot.

3.2.3 Place of Performance

All services shall be provided on-site EUSPA premises (in-house). Accordingly, the place of service provision shall be EUSPA's premises in Spain-San Martín de la Vega and Torrejón de Ardoz, France – Toulouse, France – Saint-Germain-en-Laye, Netherlands - Noordwijk, and Czech Republic – Prague.

Services in the context of SCs signed under the FWC might be temporarily provided remotely (within the EU Member States) following prior written agreement between EUSPA's and Contractor's points of contact as per Art. I.8 of the FWC. The daily rates to be applied to the days of such exceptional remote provision of services shall be the same daily rates as per the Service Provider's standard place of performance.

Partially derogating from the above, during the implementation of the FWCs via SCs, when the services shall be provided at EUSPA HQ in Prague, in Saint-Germain-en-Laye, in Toulouse, in San Martín de la Vega, in Torrejón de Ardoz, or in Noordwijk, the (daily) allocation of the working spaces for Service Providers is to be arranged through means and processes that will be communicated directly to the Service Providers by the relevant EUSPA Supervisors of the activities (or his/her assignee for the particular activities), without the involvement of the FWC points of contact, as defined in Article I.8 of the FWC. Accordingly, the Service Pro-

viders shall coordinate their on-site presence at EUSPA premises in Prague, in Saint-Germain-en-Laye, in Toulouse, in San Martín de la Vega, in Torrejón de Ardoz, or in Noordwijk at working level (i.e. no need for writing evidence) with the EUSPA Supervisors responsible for their activities (or his/her assignee for the particular activities), as relevant. In these cases, the Contractor shall identify within the timesheets to be submitted for payment of invoices those days performed from the dedicated EUSPA premises in Prague, in Saint-Germain-en-Laye, in Toulouse, in San Martín de la Vega, in Torrejón de Ardoz, or in Noordwijk and those days performed outside the EUSPA premises, as per the dedicated arrangements at working level, applying for the latter the same daily rates as per the Service Provider's standard place of performance.

3.2.4 Duration

The maximum duration of the FWC is 48 months (see the draft FWC)

3.2.5 Ownership

The detailed terms and conditions related to the ownership of tangible and intangible assets are provided in the Draft FWC.

3.2.6 Subcontracting requirements

The Draft FWC contains specific provisions that the Contractor will have to comply with when concluding subcontracts.

Please note that specific provisions on the general principles of subcontracting and subcontracting standards are included in the Draft FWC.

Tenderers are required to submit, as part of their Technical Proposal, a plan describing in detail how they plan to comply with the said principles / requirements. Attention is drawn to the fact that this section **will be evaluated according to Qualitative Award Criterion Q3** as per section 13.6.1 of these Tender Specifications.

3.2.7 Background Intellectual Property Rights

The Draft FWC contains specific provisions in relation to Tenderers-owned and pre-existing Intellectual Property Rights (i.e. "Background IPRs" or "BIPRs").

3.2.8 Foreground Intellectual Property Rights

The Draft FWC contains specific provisions in relation to Foreground Intellectual Property Rights (i.e. "Foreground IPRs" or "FIPRs").

3.3 Transfer of undertakings

Tenderers are required to assess the risks possibly deriving from the applicable national law and EU/national case law concerning transfer of undertakings in relation or in connection with the succession in the contracts for classified and unclassified administrative support, as listed in Section 1.2 of this document, between the Incumbent Contractor and the Contractor, when different entities. Tenderers are requested to address the risk and clearly identify the related envisaged financial consequences providing in their financial proposal (Annex I.F.1 per Lot):

- (i) a maximum stand-alone amount corresponding to the estimate of the possible financial consequences stemming from the materialisation of such risk; and
- (ii) the main elements, assumptions and justifications underlying that estimate from a legal and financial standpoint.

The amount referred to above, indicated separately in the Financial Proposal as a stand-alone amount, shall **NOT** form part of the unit prices, and man-day rates, nor be included as a risk margin or any other price component of the offered tender prices.

Any payment from the Contracting Authority, within the limits of the maximum amount indicated in the financial offer, shall not form part of the payments for the delivered services during the contract implementation and shall be subject to the fulfilment of the conditions set out in the draft contract (Article 11a) under Annex II to the Invitation to Tender. Notwithstanding the foregoing the maximum amount has to be considered as part of the ceiling amount of the Framework Contract.

~~Tenderers are required to assess and undertake the risks possibly deriving from the applicable national law and EU/national case law concerning transfer of undertakings in relation or in connection with the succession in the contracts for classified and unclassified administrative support, as listed in Section 1.2 of this document, between the Incumbent Contractor and the Contractor, when different entities.~~

~~EUSPA reserves the right to further discuss aspects and risks related to the applicability of the transfer of undertakings applicable national and EU law and case law in the course of the contract execution. Page 16 of 68 EUSPA/OP/16/25 Annex I – Tender Specifications EUSPA intends furthermore to neutralise, for evaluation purposes, the possible financial impact associated to this risk.~~

Tenderers are informed that they will be requested to address the risk and clearly identify the related envisaged financial consequences as a stand-alone amount in their financial proposal (Annex I.F.1 per Lot).^{Corr. 2}

4 Organisation of the Tenderer

4.1 Introduction

Economic operators can submit a tender either as a sole economic operator (sole Tenderer) or as a group of economic operators (joint tender)⁵. In either case subcontracting is permitted.

The submitted Tenders and the conduct of the involved entities in the present procurement procedure must be autonomous and independent, including cases where affiliated entities⁶ submit separate Tenders.

No more than one Tender can be submitted for the same lot by the same legal entity when acting as a sole Tenderer / group Leader / group Member. In the event that a legal entity submits more than one Tender for the same lot as a Tenderer / group Leader / group Member, all Tenders for the concerned lot in which that entity has participated in such roles will be excluded.

Economic operators linked by a relationship of control or of association (e.g. belonging to the same Group) are allowed to submit different and separate Tenders including for the same lot) provided that each tenderer is able to demonstrate that its tender was drawn independently and autonomously.

Subcontractors can participate in several Tenders including for the same lot as long as the tenders are drawn and submitted in complete independence and autonomously from each other and upon condition that sufficient measures to avoid collusive tendering are implemented and evidence of such implementation are provided together with the Tenders. The Contracting Authority reserves the right to request clarifications directly from subcontractors in relation to such measures and evidence. However, cross subcontracting among Tenderers for the same lot is forbidden, more precisely an entity “A” may participate as Tenderer (either as sole tenderer or as member of a group of economic operators) and as subcontractor to another tenderer “B” for the same lot within the same procurement procedure. However, in this case it is forbidden that Tenderer “B” (or any of its participating members in case of a group of economic operators) is at the same time subcontractor for Tenderer “A” (or for the group of economic operators in which “A” participates) for the same lot within the same procurement procedure. In this case, both tenders A and B shall be rejected.

EUSPA reserves the right to reject any Tender if it is demonstrated that collusive tendering / anticompetitive behaviours were put in place by the Tenderer / subcontractors.

⁵ Each economic operator participating in the joint tender is referred to as “group member”.

⁶ An entity shall be deemed affiliated to the tenderer or any of the members of the group acting as tenderer if it is directly or indirectly controlling, controlled by or under common control of the tenderer or any of the members of the group acting as tenderer, provided that (i) such entity shall be considered an affiliate only for the time during which such control exists, and (ii) for the purpose of this definition, “control” shall be constituted in case any of the following applies to either the legal entity on one side or the tenderer or any of the members of the group acting as tenderer on the other side in relation to each other: (a) holding, whether directly or indirectly, a majority of the voting rights, (b) holding, whether directly or indirectly, more than 50% (fifty per cent) of the share capital, (c) having the right to appoint or remove a majority of the members of the board of directors or other management body, (d) having, by agreement, the right to exercise a majority of the voting rights. Entities which are directly or indirectly controlled by the same entity (as described in points (a), (b), (c) and (d) above are also considered Affiliates.

In order to fulfil the selection criteria, set out in Section 10, the Tenderer can rely on the capacities of subcontractors or other entities that are not subcontractors (see Section 5).

4.2 Core Team

Tenderers are required to present their Core Team (i.e. the Prime Contractor, including, where relevant, all group members, and those entities/subcontractors, which are essential in order for the Tenderer to meet the selection criteria under Section 10), including the roles and responsibilities of the respective entities for the purpose of this procurement as well as a description of the Group⁷ to which they belong.

Tenderers shall prove that they will have at their disposal the resources necessary for performance of the Contract by providing Annex I.D.1 (Subcontractor Letter of Intent) on the part of every subcontractor on whose resources it relies in order to fulfil the selection criteria (i.e. all subcontractors that are members of the Core Team), confirming the latter's irrevocable undertaking to make such resources available to the Tenderer in case of being awarded the Contract.

In order to fulfil the selection criteria a Tenderer may also rely on the capacities of other entities (that are not subcontractors), regardless of the legal nature of the links it has with them. It must in that case prove that it will have at its disposal the resources necessary for the performance of the Contract by providing Annex I.D.2 (Non-Subcontractor Letter of Intent), signed by the authorised representative of such an entity, and the supporting evidence that those other entities have the respective resources.⁸

The above rules apply also where the economic operators on whose capacities the tenderer relies to fulfil the selection criteria belong to the same Group as the sole Tenderer or a member of the group submitting a joint tender.

4.3 Joint Tenders

A joint tender may be submitted by a group (with or without legal form) of economic operators on the condition that they comply with the rules of competition. The group may be a permanent, legally-established grouping or a grouping, which has been constituted informally for a specific tender procedure.

Such group must specify the company or person heading the project (the leader). All members of the group must sign a Power of Attorney authorising the leader to submit a tender on behalf of the group, 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 group for any contract execution issue, including amendments of the Contract. The template of this Power of attorney is provided in Annex I.C.

⁷ For definition, see Section 16, Table 10: Abbreviations

⁸ This does not apply to subcontractors on whose capacity the tenderer relies to fulfil the selection criteria – for these the documentation required for subcontractors must be provided.

All members of such group (i.e. the leader and all other members) are jointly and severally liable to the Contracting Authority for the performance of the Contract.

Each member of the group must provide the required evidence for the Access to Procurement, exclusion, non-rejection and selection criteria (see Sections 7, 8, 9, and 10 below). Concerning the selection criteria “Economic and Financial Capacity” as well as “Technical and Professional Capacity”, the evidence provided by each member of the group will be assessed to ensure that the group, as a whole, fulfils the criteria.

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

Changes in the composition of the group **during the procurement procedure** (i.e., after the deadline for submission of the tender 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:

- The remaining group members are not in an exclusion situation, ground for rejection, meet the selection criteria (see Section 10) and comply with the Access to Procurement 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 group members in the procurement procedure does not put the other Tenderers in a competitive disadvantage;
- The remaining group 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 group member who,

- is in an exclusion situation or ground for rejection or does not meet the selection criteria (see Section 10) or does not comply with the Participation Conditions, or
- is relied upon by the other group 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 group member.

Changes in the composition of the group, **during the procurement procedure**, due to universal succession (e.g. merger or takeover of a group 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 group **after signature of the Contract** are governed by the provisions of the Draft Framework Contract.

4.4 Compliance with competition laws in case of joint bidding

Groups of economic operators (within the meaning of section 4.3 above) 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 Guidelines⁹ (“Guidelines”).

Restriction or elimination of competition may occur when the members of the group are (even potentially) competing on the same market and one (or more) member(s) of the group would be realistically capable to carry out the contract individually, i.e. the group includes more members than what is strictly necessary in order to carry out the contract.¹⁰

For this reason, joint bidding by entities that could have otherwise competed for the performance of the Contract may restrict or eliminate competition on the market. Joint bidding by a group 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).¹¹

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 group members could have performed the contractual activity individually, and
- 2) the participation of all members is necessary to perform the contractual activity.

Or, failing that, why the joint bid (cumulatively):¹²

- 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.

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.

⁹ 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

¹⁰ See points 352 to 357 of the Guidelines.

¹¹ See point 358 and 359 of the Guidelines.

¹² See point 358 of the Guidelines.

4.5 Change in the Composition of Tenderer / Core Team

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

No changes will be authorised after submission of the Tender and before award of the Contract, unless depending on exceptional circumstances beyond the control of the Tenderer and provided that they do not have a substantial impact on the terms and conditions of the Tender.

For changes of subcontractor please refer to Section 5.

5 Industrial Organisation

5.1 Sub-contracting

5.1.1 General provisions

Subcontracting is the situation where the Contractor enters into legal commitments with other economic operators, which will perform part of the Contract on its behalf. The Contractor retains full liability towards the Contracting Authority for performance of the Contract as a whole remaining the sole entity legally and financially responsible vis-à-vis the Contracting Authority.

The following shall not be considered subcontracting:

- a) Use of workers posted or temporarily transferred to the Contractor by another company belonging to the same Group.
- b) Use of workers hired out to the Contractor by a temporary employment undertaking or placement agency.
- c) Use of staff without employment contract (“self-employed persons working for the contractor”), without the tasks of the self-employed persons being particular well-defined parts of the Contract.
- d) Use of suppliers and/or transporters by the Contractor, in order to perform the Contract at the place of performance, unless the economic activities of the suppliers and/or the transporting services are within the subject of this call for tenders (see Section 1).

The persons mentioned in points a), b), and c) above will be considered as “personnel” of the Contractor as defined in the Contract.

All contractual tasks may be subcontracted unless the procurement documents expressly reserve the execution of certain critical tasks to the sole Tenderer itself, or in case of a joint tender, to a group member.

The following shall apply to subcontracting:

- (i) When subcontracting, the Tenderer shall ensure the subcontractor’s (all levels of subcontractors: N-X) compliance with the exclusion, non-rejection and selection criteria and the Access to Procurement conditions set out in the present Tender Specifications. **Tenderers shall provide all the documents requested from subcontractors as per the relevant provisions of these Tender Specifications.** Regarding the subcontractors’ compliance with the selection criteria, attention is drawn to the Important Note at the end of Section 13.4.3.
- (ii) Where no subcontracting is indicated in the Tender, the activities will be assumed to be carried out directly by the Tenderer.
- (iii) Any change in subcontracting (all levels of subcontractors: N-X) 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.
- (iv) If the Tenderer requests a subcontractor to 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 or ground for rejection;

2. Whether the new subcontractor (if any) fulfils the Access to Procurement conditions (see Section 7);
 3. Whether the Tenderer still fulfils the selection criteria with the new subcontractor, if any, (see Section 10) as compared to the Tender originally submitted and whether the new subcontractor fulfils the selection criteria applicable to it, if any;
 4. 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 group 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.
- (v) In the case where, during the procurement procedure, a subcontractor is affected by an exclusion situation or ground for rejection or is rejected due to failure to comply with selection criteria or with the conditions described in the Access to Procurement chapter, the Contracting Authority will:
- 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 group 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.
- (vi) Signature of the Contract entails acceptance of the subcontractors confirmed to having been selected as subcontractors in the Tender, unless those have been explicitly excluded or rejected during the procedure as per the foregoing process.

No changes will be authorised after submission of the Tender and before award of the Contract, unless depending on exceptional circumstances beyond the control of the Tenderer and provided that they do not have a substantial impact on the terms and conditions of the Tender.

Changes of subcontractors (all level of subcontractors: N-X) after the signature of the Contract, shall be governed by the Contract.

Please note that specific provisions on the general principles of subcontracting and subcontracting standards are included in the Draft FWC.

Tenderers are required to submit, as part of their Technical Proposal, a plan describing in detail how they plan to comply with the said principles / requirements. Attention is drawn to the fact that this section **will be evaluated according to Qualitative Award Criterion Q3** as per section 113.6.1 of these Tender Specifications.

5.2 Supply Chain

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

In accordance with 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 FWC, the Contractor shall have to achieve, in the course of the execution of the contract, a **minimum 20 % (for Lot 1) and 10 % (for Lot 2) share of sub-contracting to be awarded in competitive tendering** outside the Group¹³.

The Tenderer shall provide in its Tender a detailed plan on how to achieve the above-mentioned target and the relevant milestones and/or, if applicable, including a detailed justification for derogating from the above-mentioned target. The quality of the plan, the target percentage and the relevant commitments, or, if applicable, the completeness and robustness of the provided justification for any derogation will be subject to the assessment under award criterion Q3.

The Tenderers' attention is drawn to the fact that the participation of startups¹⁴, new entrants and Small and Medium Size Enterprises (SMEs)¹⁵ represents a specific objective of the Space Programme pursuant to Article 4(1)(b) and (f) of the Space Regulation and an objective of the present procurement. A dedicated plan shall be submitted by the Tenderers to describe in detail the approach and the means undertaken to achieve the widest and most open participation of start-ups, new entrants and SMEs and to comply with this requirement. Attention is drawn to the fact that the plan to maximise participation of SMEs and start-ups from across the Union in the delivery of the scope of the Contract will be evaluated against the qualitative award criterion Q3 as per section 13.6.1 below.

The compliance with the plan shall be part of the Contractor's obligations under the FWC and its breach will entitle the Agency to the remedies specified therein.

During the contract implementation, given the fact that the Contracting Authority cannot assume and/or guarantee that the full budget available under the Framework Contract will be consumed, the percentage of subcontracting will be calculated as the percentage from the actually requested services under the Framework Contract and not as a percentage from the maximum nominal volume of the Framework Contract. 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 Framework Contract.

¹³ For definition, see Section 16, Table 10: Abbreviations

¹⁴ We define startups as young firms with high growth ambitions. Startups are a specialised subset of SMEs, which are less than ten years old, are often tech-enabled, in general combine fast growth, high reliance on innovation of product, processes and utmost attention to new technological developments and extensive use of innovative business models, and, often, collaborative platforms.

¹⁵ Small or Medium Size Enterprise shall be interpreted according to Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises (notified under document number C(2003) 1422) (2003/361/EC)

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 organising its own competitive tendering procedure(s) aimed at finding the 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 procurement process.

Tenderers shall clearly indicate in their Tenders:

- The tasks they intend to subcontract;
- The level of subcontracting for each task;
- The start-ups, new entrants, and SMEs (see section 5.2 above) involved and their place of establishment;
- The competitive tendering performed;
- The proportion for each subcontracted task (in %) in relation to the Total Tender Price in order to demonstrate compliance with the above-mentioned requirements.

As a proof of competitive subcontracting, tender(s), including a thorough visibility of the technical and financial offer of consulted entities outside of the Group (envisaged subcontractors), shall be provided together with the Tender. If the Tenderers do not manage to complete the competitive procurement procedure(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.

Without prejudice to the above, EUSPA may reject the proposed subcontractor(s) and ask for (an)other 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 the selection of Tenderer for the performance of the Framework Contract.

If the competitive procurement procedures 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 the Contracting Authority.

Tenderers may, at any time after Tender submission or during contract execution, be requested to submit supporting evidence of their use of competitive tendering for the selection of subcontractors and their compliance with the principles established above. In addition, the Contractor can be subject to auditing in accordance with the Contract.

6 Legal Terms and Reference

6.1 Protection of Union Budget against breach of the principle of the rule of law in Hungary

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 Participation 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 the Financial Regulation, 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).

Please see also the Declaration of Honour (Annex I.B) hereto applicable and to be provided completed and duly signed by each Tenderer, Core Team member and non-Core sub-contractor.

6.2 Applicable Law and Jurisdiction

The procurement procedure and the subsequent Contract are governed by European Union law complemented, where necessary, by the law of Belgium.

The parties shall endeavour to settle amicably any dispute or complaint relating to the interpretation, application or validity of the procurement procedure or Contract.

With regard to the procurement procedure, any dispute which cannot be settled amicably shall be submitted to the jurisdiction of the General Court or on appeal to the Court of Justice of the European Union.

With regard to the Contract, the dispute resolution clause will be provided therein.

7 Access to Procurement

Tenderers must continue to fulfil the conditions on Access to Procurement throughout the entire duration of this procurement procedure and for the entire duration of the ensuing Framework Contract and specific contracts.

In case of any change in the situations regarding the below-mentioned criteria and requirements, Tenderers / Contractors shall inform the Contracting Authority without delay.

7.1 Participation Conditions

Participation conditions apply to both Lots, as follows.

7.1.1 Participation conditions for tenderer (prime contractor, core team members and non-core-team sub-contractors 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) 2021/696¹⁶, the participation to either Lot of this procurement procedure 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. 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

¹⁶ 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

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.J (Parts 1, 2 and 3), including a dedicated Annex I.J -Part 2 to be filled by the tenderer. Please note that for the assessment of control the filling, signature and submission of the Declaration of Ownership and Control in Annex I.J – Part 2 is required.

The document “Criteria for Assessment of Participation Conditions” has been laid out in Annex I.J – Part 1 and describes the information to be provided by the Tenderer (including prime contractor, core team and subcontractors involved in security-sensitive activities) 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.J – Part 3.

Tenderers (including the prime contractor, core team members and subcontractors), which have formally submitted the information/documents/supporting evidence requested in the Annex I.J 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, Tenderer 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.

7.1.2 Participation conditions for prime contractor, core team members and subcontractors involved in security sensitive activities – Waiver

For the purpose of the present Contract, “security-sensitive activities” are (a) activities requiring access to EUCI (including, without limitation, their generation) as well as (b) any activities consisting in the staffing of personnel having access to EUCI for the purpose of performance of the Contract.

In this procurement, the Contracting Authority may decide, upon a motivated and justified request, to waive the condition laid down under points a), b), and c) of paragraph 7.1.1 above with regard to any entity, which applies as a prime contractor, core team member or a non-core team subcontractor involved in security sensitive activities.

- The contracting authority may decide to waive the conditions laid down in points a) and/or b) of paragraph 7.1.1 above, only if no substitutes are readily available in the Member States, the legal entity is established in a country which is a member of the EEA or EFTA and which has concluded an international agreement with the Union under Article 7 of Regulation (EU) 2021/696 and subject to the contractor providing assurances regarding the protection of European Union Classified Information (EUCI) and the integrity, security and resilience of the Programme’s components, their operation and their services, as laid down in Article 24 of Regulation (EU) 2021/696, as confirmed by the Competent authority of the relevant EU Member State or EEA/EFTA state.

By way of derogation from the sub-paragraph above, the contracting authority may waive the conditions under points a) and/or b) of paragraph 7.1.1 above for a legal entity established in a third country which is not a member of the EEA or EFTA, if no substitutes are readily available in countries which are members of the EEA or EFTA, provided that the following conditions are met:

- for specific technologies, goods or services which are needed for the activities and for which no substitutes are readily available in the Member States, EEA and EFTA;
- sufficient measures are implemented to ensure the protection of EUCI under Article 43 of the Space Regulation and the integrity, security and resilience of the Programme's components, their operation and their services.

The contracting authority may decide, upon a motivated and justified request, to waive the condition laid down in point c) of paragraph 7.1.1 above.

The request for waiver on point c) of paragraph 7.1.1 shall include the assessment from a competent authority of the 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 points a) and/or b) of paragraph 7.1.1 will not be automatically granted even if the assurances mentioned are met and the entity provides the assessment of a competent authority as regards its guarantees.

The waiver under point c) of paragraph 7.1.1 will not be automatically granted even if the conditions a), b) and c) above under this paragraph 7.1.2 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

To evidence compliance with the Participation Conditions, all economic operators specified above shall submit the same evidence as for the Selection Criterion pertaining to the Legal Entity Authorisation Requirement, i.e.:

1. Identification Form (template available at: [Business partners – legal entities and bank accounts - European Commission](#)),¹⁷ and
2. Extract of the inclusion in a trade or professional register, or certificate, membership of a specific organisation, or equivalent.

Furthermore, all economic operators specified above shall submit a duly completed Declaration of Ownership and Control in Annex I.J – Part 2 signed by an authorised representative and all evidence required in Annex I.J – Part 1 and 2.

NOTA BENE: In case of request of a waiver, the relevant economic operator must submit all necessary evidence to demonstrate and justify the request in accordance with the conditions indicated above.

The Agency reserves the right to request further supporting evidence demonstrating compliance to the Participation Conditions if it considers this necessary, before award.

All economic operators shall also fill-in the dedicated Section in the Declaration of Honour (Annex I.B).

7.2 EU Restrictive Measures

The Tenderer and its Core Team members and sub-contractors and respective relevant persons shall not be subject to EU restrictive measures described below in this Section.

The Tenderer shall provide a statement in the Cover Letter of its Tender (on its own behalf and on behalf of its Core-Team members, sub-contractors) guaranteeing that the Tenderer, and its Core Team members, sub-contractors and respective relevant persons¹⁸ are not being a Restricted Person and do not fall under the scope of subject to EU Restrictive Measures in the list published at <https://www.sanctionsmap.eu>. In case of discrepancies between the website and the restrictive measures published in Official Journal of the EU, the latter prevails.

For any sub-contractors not yet known at the time of the Tender submission, the fulfilment of this criterion needs to be evidenced upon the Tenderer's proposal of the said sub-contractor.

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 the Declaration of Honour (Annex I.B) hereto applicable and to be provided completed and duly signed by all Tenderers, Core Team members and Sub-contractors.

To evidence compliance with the EU Restrictive Measures,

1. Tenderers shall provide the relevant statement in the Cover Letter (see above); and

¹⁷ Where a Tenderer has already signed another Contract with EUSPA, it may provide instead of the Legal Entity File and its supporting documents a copy of the legal entity file provided on that occasion, unless a change in its legal status occurred in the meantime or the legal entity file/its supporting documents are older than one year.

¹⁸ Respective relevant persons are meant the natural or legal persons indicated in section 4 of the Declaration of Honour (Annex I.B).

2. All economic operators shall fill-in the dedicated Section in the Declaration of Honour (Annex I.B).

8 Exclusion Criteria

Tenderers must continue to fulfil the Exclusion Criteria throughout the entire duration of this procurement procedure and for the entire duration of the ensuing Framework Contract and specific contracts.

In case of any change in the situations regarding the below-mentioned criteria and requirements, Tenderers / Contractors shall inform the Contracting Authority without delay.

The objective of the exclusion criteria is to assess whether the Tenderer is in any of the exclusion situations listed in Article 138(1) of the Financial Regulation. The Tenderers, group members and subcontractors shall not be in any exclusion situation described in the Declaration of Honour included in Annex I.B, which they shall be able to sign. Tenderers found to be in an exclusion situation will be rejected.

Supporting evidence requested as part of the Declaration of Honour (i.e. a recent extract from the judicial record of the entity or equivalent and recent certificates pertaining to the payment of taxes and social contributions – for further details see the Declaration of Honour) shall be submitted with the Tender (all Tenderers, Core Team members and subcontractors whose contribution exceeds the contribution level of 10% - without prejudice to the Contracting Authority's right to request supporting evidence from any participating entity).

At any time during the procurement procedure, the Contracting Authority may request information on natural or legal persons that are members of the administrative, management or supervisory body or that have powers of representation, decision or control, including legal and natural persons within the ownership and control structure and beneficial owners, and appropriate evidence that none of those persons are in one of the exclusion situations referred to in the Declaration on Honour.

If the Tenderer does not provide valid documentary evidence within the deadlines set by the Contracting Authority, the latter reserves the right to reject the Tender. In any event, in case a Tenderer proposed for the award of the Contract fails to comply with the above evidence requirement, its Tender will be rejected, unless the Tenderer can justify the failure on the grounds of material impossibility to provide such evidence.

If the entity already submitted the supporting evidence for the purpose of another procedure administered by the Agency (to be identified by the entity), its issuing date is not more than one (1) year before the tender submission and it is still valid, such entity may - instead of providing the evidence again - declare on its honour that the documentary evidence has already been provided and confirm that no changes have occurred in its situation.

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

To evidence compliance with the Exclusion Criteria,

1. All economic operators shall fill-in the dedicated Section in the Declaration of Honour (Annex I.B) and provide the supporting evidence as detailed above.

9 Rejection Criteria

Tenderers must fulfil the Rejection Criteria throughout the entire duration of this procurement procedure and for the entire duration of the ensuing Framework Contract and specific contracts.

In case of any change in the situations regarding the below-mentioned criteria and requirements, Tenderers / Contractors shall inform the Contracting Authority without delay.

The Tenderers, group members and subcontractors shall not be in any ground for rejection described in the Declaration of Honour included in Annex I.B. Tenderers found to be in a rejection situation will be rejected.

10 Selection Criteria

Tenderers must continue to fulfil the Selection Criteria throughout the entire duration of this procurement procedure and for the entire duration of the ensuing Framework Contract and specific contracts.

In case of any change in the situations regarding the below-mentioned criteria and requirements, Tenderers / Contractors shall inform the Contracting Authority without delay.

The objective of the selection criteria is to assess whether the Tenderer has the legal, regulatory, economic, financial, technical and professional capacity to perform the Contract. The selection criteria for this call for tenders, the basis for assessment and the evidence required, are specified in the following subsections. Tenders submitted by Tenderers not meeting the selection criteria will be rejected.

In accordance with point 18.6 of Annex I of the Financial Regulation, the Tenderers 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.1) or a Non-Subcontractor Letter of Intent (template in Annex I.D.2) signed by every member of the Tenderer's Core Team (see Section 4.2 above), confirming their irrevocable undertaking to make such resources available to the Tenderer in case of being awarded the Contract.

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

Tenderers must have the capacity below to perform the tasks.

10.1 Legal and Regulatory Capacity

10.1.1 Legal Entity Authorisation Requirement

Tenderers can be natural or legal persons. Tenderers are not obliged to take a specific legal form in order to submit their tenders.

All economic operators participating in this procurement, i.e. Prime Contractors, group coordinators, each group member and any proposed sub-contractors, must prove that they have legal capacity to perform the Contract and the regulatory capacity to pursue the professional activity necessary to carry out the work subject to this call for tenders.

The legal and regulatory capacity shall be proven by the evidence listed below, to be submitted as part of the tender for each economic operator participating in this procurement:

2. Identification Form (template available at: [Business partners – legal entities and bank accounts - European Commission](#)),¹⁹ and
3. Extract of the inclusion in a trade or professional register, or certificate, membership of a specific organisation, or equivalent.

10.1.2 Management of Conflicting Interest

- **Conflicting Interest of the Contractor**

At the time of submission of the Tender and during the term of the Framework Contract and of the specific contracts, the Tenderer / Contractor and the economic operators participating in this procurement and/or the contract execution, i.e. primes, each group member and any proposed sub-contractor shall not be in any situation that could compromise the independent, impartial and objective performance of the Framework Contract and of the specific contracts. For this purpose, each economic operator participating in this procurement (i.e. the Prime Tenderer / each member of the group / each subcontractor) shall at the time of the Tender:

- i. Either confirm their absence of conflicting interest; or
- ii. Substantiate the potential, perceived or actual conflicting interest, which may negatively affect the performance of the Framework Contract and describe the mitigating measures which remedy such a situation.

For the point (ii) above, each economic operator participating in this procurement (i.e. the Prime Tenderer / each member of the group / each subcontractor) must provide a comprehensive analysis and justification, with at least the following information:

- a) Previous and/or current involvement in activities which may have as a result that impartial and objective performance of the present Contract may be compromised;
- b) Where applicable, respect of rules on conflict of interest regulating the activity of the economic operator, including the professional ethics rules applicable to the economic operator;
- c) Description of specific operational structure and mechanisms for monitoring, preventing and resolving conflicting interests during the execution of the Contract which mitigate or eliminate the potential, perceived or actual professional conflicting interests. Under this requirement, the economic operator 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 projects.

All economic operators shall also fill-in the dedicated Section in the Declaration of Honour (Annex I.B).

¹⁹ Where a Tenderer has already signed another Contract with EUSPA, it may provide instead of the Legal Entity File and its supporting documents a copy of the legal entity file provided on that occasion, unless a change in its legal status occurred in the meantime or the legal entity file/its supporting documents are older than one year.

10.1.3 Security Requirements – applicable only to Lot 2

- **Local Security Officer**

Any entity (including group members and subcontractors) expected to handle EU classified information (EUCI) **at the level of RESTREINT UE/EU RESTRICTED or above** during the tendering phase and/or during the execution of the Contract, must have appointed, **at the moment of submission of the tender** a Local Security Officer (**LSO**), who will act as the principal point of contact for security matters related to the handling of EUCI. The entity must have an appointed LSO throughout the duration of the Framework Contract.

To this effect, Tenderers shall provide the name of their appointed LSO as part of their Tender, along with a list of all entities (including group members and subcontractors) that will handle classified information.

There is no specific format or template for the evidence of the LSO appointment. A supporting statement from the competent National Security Authority (NSA)/Designated Security Authority (DSA), or a declaration from a company representative appointed in accordance with national legislation will be accepted as a proof.

Compliance with this requirement will be assessed under selection criterion L3 (see Section 13.4.1 List of Legal and Regulatory Capacity Criteria).

- **Personal Security Clearance**

Any Service Provider (within any entity including group members and subcontractors) who is expected to carry out tasks requiring handling EU classified information **at the level of CONFIDENTIEL UE/EU CONFIDENTIAL or above, or accessing tools that have access / process such EU classified information (e.g. the so-called “GRUE laptop”)**, during the execution of the Contract, must possess, **at the moment of submission of the tender**, a Personal Security Clearance (**PSC**) at the required security classification level for handling EUCI. The PSC must be issued by the competent national authority of an EU Member State and maintained throughout the entire duration of the Framework Contract, including any potential extensions.

It is important to note that, in some EU Member States, the competent national authorities may require companies to possess a Facility Security Clearance (FSC) before issuing PSCs for their staff.

Please note that at least three Service Providers within the group / Prime, Core and Non-Core team subcontractors must possess a PSC at the SECRET UE/EU SECRET level at the moment of offer submission.

The possession of the PSC by at least three Service Providers at the required classification level shall be **evidenced as part of the tenderer’s offer** to EUSPA as follows:

1. Submission of an **official documentation** issued by the relevant national security authority, proving that the concerned Service Provider possesses a valid PSC at the corresponding classification level;

or

2. Submission of **duly signed and dated statement from the entity’s Local Security Officer (LSO)**, confirming that the Service Provider possesses the required PSC, specifying the classification level and the validity and expiration date;

or

3. In case the abovementioned documentation cannot be obtained (e.g., due to specific national security applicable rules) or exceptional circumstances, a **detailed explanation** must be provided, accompanied by relevant proof, justifying the reasons why the required documents cannot be submitted. EUSPA reserves the right to assess such explanation and to reject the relevant entity, should this be found unsatisfactory.

In the case listed under item 2. above, the official documentation proving the Service Provider's PSC must be delivered to EUSPA at the latest before awarding the Framework Contract. Failing the submission of the official documentation within the deadline indicated by EUSPA will lead to the rejection of the Tenderer, unless duly justified as per item 3. above.

Compliance with this requirement will be assessed under selection criterion L4 (see Section 13.4.1, List of Legal and Regulatory Capacity Criteria).

- **Re-inforced Non-Disclosure Undertaking**

Any entity (including group members and subcontractors) expected to handle EU classified information (EUCI) **at the level of RESTREINT UE/EU RESTRICTED or above** during the execution of the Contract, must submit, together with the Tender, the duly filled-in and signed (by an authorised representative) Re-inforced Non-Disclosure Undertaking ("RNDU") provided in Annex I.G.

For this purpose, the entity shall submit:

1. RNDU using the form attached in Annex I.G;
2. Proof that the person signing the RNDU is authorised to represent the entity;

In case the RNDU is signed electronically, it must be signed with a Qualified Electronic Signature (QES) of the authorised representative. 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 [eIDAS Dashboard \(europa.eu\)](https://eidas.europa.eu)). Please note that the signature has to be at the QES level. Alternatively, the RNDU may be signed blue-ink with the original being submitted together with the Tender.

Please note that:

- Previously signed NDUs with EUSPA shall not be regarded as fulfilling the RNDU requirements under the present procurement procedure.

Compliance with this requirement will be assessed under selection criterion L5 (see Section 13.4.1, List of Legal and Regulatory Capacity Criteria).

10.2 Economic and Financial Capacity

The Tenderer shall demonstrate the financial and economic capacity required for the performance of the Contract as follows:

10.2.1 Stable Financial Position

The Tenderer must be in a stable financial position and have the economic and financial capacity to perform the Contract.

To evidence compliance with this criterion, the Tenderer shall submit:

1. Duly filled in Financial Statements relating to the Selection Stage in Annex I.E and
2. Copy of the Tenderer's annual accounts (profit and loss account, notes on the accounts and auditors' remarks when applicable) of the last three years approved by external auditors.

Note: The criterion is applied cumulatively. Hence, the Tenderer may submit the relevant evidence (separately) for each entity on whose capacity it intends to rely (members of the Core Team). In such case, the Contracting Authority will proceed with a cumulative assessment.

10.2.2 Minimum Yearly Turnover

The Tenderer must have a minimum yearly turnover of:

- EUR 1,500,000.00 (one million five hundred thousand euros) for Lot 1,
- EUR 400,000.00 (four hundred thousand euros) for Lot 2,

in the last three years preceding the year of launch of the present procurement procedure.

To evidence compliance with this criterion, the Tenderer shall submit:

3. Duly filled in Financial Statements relating to the Selection Stage in Annex I.E and
4. Copy of the Tenderer's annual accounts (profit and loss account, notes on the accounts and auditors' remarks when applicable) of the last three years approved by external auditors.

Note: The criterion is applied cumulatively. Hence, the Tenderer may submit the relevant evidence (separately) for each entity on whose capacity it intends to rely (members of the Core Team). In such case, the Contracting Authority will proceed with a cumulative assessment.

10.3 Technical and Professional Capacity

The Tenderer shall demonstrate the technical and professional capacity required for the performance of the Contract as follows:

10.3.1 Relevant Experience of the Tenderer

For the purposes of this procedure Tenderers shall have relevant professional experience in the provision of services of the same or similar nature as the ones listed in Section 1.3 above during the last five (5) years.

To evidence compliance with this criterion, the Tenderer shall submit:

A list of contracts signed and performed during the last five (5) years, which correspond to the services required within this call for tenders, as per Section 1.3 of this document, indicating for each contract the: (i) customer, including information of whether public or private entity, (ii) financial volume, (iii) scope, (iv) start- and end-dates, (v) handling of EU CI information and up to which level (only applicable to Lot 2).

The following condition shall be fulfilled:

- at least 2 of the contracts included in the list must have been concluded for provision of services by at least 2 FTEs within a period of 6 months.

This information shall be provided insofar as not subject to mandatory restrictions due to classification or confidentiality requirements that shall be in that case clearly indicated.

IMPORTANT NOTE: The Tenderer may rely on the capacities of other entities to fulfil the technical and professional selection criteria, regardless of the legal nature of the links which it has with them. The Tenderer must in that case prove to the Agency that it will have at its disposal the resources necessary for performance of the Contract, by producing a Letter of Intent (in the form provided in Annex I.D.1 (for subcontractors) and in Annex I.D.2 (for non-subcontractors) ensuring that the tasks for which the support will be provided are clearly indicated therein.

10.3.2 Appointment of Contract Manager

Tenderers shall make available for the purpose of the FWC implementation a contract manager with at least three (3) years of experience in the provision of similar services to act as point of contact for the FWC.

The contract manager shall have very good communication skills in English, proven by a level of the Common European Framework of reference for languages corresponding to B2 level.

To evidence compliance with this criterion, the Tenderer shall submit:

- a detailed Curriculum Vitae of the Contract Manager in English language (Europass CV templates should be used, available at: <https://europass.europa.eu/select-language?destination=/node/1>) with supporting documentation (such as diplomas, languages certificates, or any other relevant evidence, etc.) to prove the requested language skills of the Contract Manager²⁰.

NOTA BENE: The criterion is applied cumulatively. Hence, the Tenderer may submit the relevant evidence (separately) for each entity on whose capacity it intends to rely (members of the Core Team) to fulfil the criterion. In such case, the Contracting Authority will proceed with a cumulative assessment.

10.3.3 Relevant Experience of the Tenderer's Service Providers

Tenderers shall make available for the purpose of the FWC implementation Service Providers with at least one (1) year of experience in the provision of similar services, as per Section 1.3 of these Tender Specifications.

²⁰ The supporting documentation for the purposes of English language fluency may be in the form of diplomas, language certificates or any other relevant evidence, including evidence that the working language of the given EU/international/other body or of the given company is English and, therefore, the associated years of Contract Manager's professional experience attest his/her capacity to work in English at the required level (B2 level).

The Service Providers shall have very good communication skills in English, proven by a level of the Common European Framework of reference for languages corresponding to B2 level.

To evidence compliance with this criterion, the Tenderer shall submit for **five (5)** Service Providers under **Lot 1** and for **three (3)** Service Providers under **Lot 2**:

- ii. detailed Curriculum Vitae in English language (Europass CV templates should be used, available at: <https://europass.europa.eu/select-language?destination=/node/1>) with supporting documentation (such as diplomas, languages certificates, or any other relevant evidence, etc.) to prove the requested language skills of each Service Provider²¹.

NOTA BENE: The criterion is applied cumulatively. Hence, the Tenderer may submit the relevant evidence (separately) for each entity on whose capacity it intends to rely (members of the Core Team) to fulfil the criterion. In such case, the Contracting Authority will proceed with a cumulative assessment.

²¹ The supporting documentation for the purposes of English language fluency may be in the form of diplomas, language certificates or any other relevant evidence, including evidence that the working language of the given EU/international/other body or of the given company is English and, therefore, the associated years of Contract Manager's professional experience attest his/her capacity to work in English at the required level (B2 level).

11 Minimum Requirements

Tenderers must continue to fulfil the Minimum Requirements throughout the entire duration of this procurement procedure and for the entire duration of the ensuing Framework Contract and specific contracts.

In case of any change in the situations regarding the below-mentioned criteria and requirements, tenderers / Contractors shall inform the Contracting Authority without delay.

The Tenderer shall demonstrate compliance with Minimum Requirements as follows:

11.1 Compliance with environmental, social and labour Laws

The Tenderer shall comply 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 Directive 2014/24/EU.

To evidence compliance with this criterion, all economic operators participating in this procurement (i.e. primes, each group member and any proposed sub-contractors) shall fill-in the dedicated Section in the Declaration of Honour (Annex I.B).

11.2 Other minimum requirements

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 12.1 below, shall operate as minimum requirements.

Moreover, for LOT 2 only, compliance to the requirements 3.7 (Ref.: REQ-3.7) and 3.8 (Ref.: REQ-3.8) of the Security Aspect Letter (SAL) attached to the Draft Framework Contract shall also operate as minimum requirements.

12 Award Criteria

The objective of the Award Criteria is to evaluate the Tenders with a view to choosing the most economically advantageous tender.

The Qualitative Award Criteria, exposed in Section 12.1 below and the Financial Award Criteria, exposed in Section 12.2 below, will be evaluated pursuant to the Evaluation Method detailed in Section 13.6 below.

12.1 Qualitative Award Criteria

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

Ref. #	Award criteria	Minimum points per criterion	Maximum points per criterion
Q1.	<p>Quality, adequacy, and clarity of the overall approach and methodology to deliver the tasks, subject matter to the Framework Contract :</p> <p>Q1.1: Quality and adequacy of the tenderer’s proposed procedures/methods for guaranteeing continuity of the service provision and limitation of the turnover of the proposed Service Providers, including procedures to activate back-up solutions and to establish and maintain a sufficient pool of qualified (and security-cleared for Lot 2) candidates for administrative support (i.a., methods/tools used to verify that the candidates to be proposed to EUSPA have the necessary skills, e.g. testing of language and computer skills, education, professional experience and competencies, as well as security clearance - the latter only applicable to Lot 2). (Min. Points 15 - Max Points 30);</p> <p>Q1.2: Efficiency and adequacy of the procedures/measures to ensure high quality of the services provided (e.g. quality checks, internal reviews, quality controls implementation, approach to ensure precise and adequate reporting), including identification of key challenges, proposed risk mitigation plans and processes for prompt, effective and cost-efficient problem solving, and sound management of the Service Providers, including verification process of the Service Providers’ working time and associated time sheets’ accuracy. (Min. Points 10 - Max Points 20);</p>	25	50

Q2.	<p>Quality and adequacy of the customer service provided to EUSPA in the course of Framework Contract implementation :</p> <p>Quality and adequacy of the tenderer’s proposed organisation and interfaces with EUSPA during the Framework Contract implementation to ensure efficient coordination and contract management in a timely manner, including dedicated processes / check points / intermediate milestones, measures guaranteeing availability of the Contractor’s appointed Contract Manager, back-up solutions in case of absences.</p>	10	20
Q3.	<p>Quality and maturity of the plans required under Section 5.2 of the Tender Specifications, including:</p> <ul style="list-style-type: none"> • Quality and maturity of the plan to ensure compliance with the Supply Chain requirement under Section 5.2 of the Tender Specifications and relevant commitment to achieve the target percentage of subcontracting with competitive tendering outside the group, or, if applicable, the completeness and robustness of the provided justification for any derogation. • Quality and maturity of the plan to maximise participation of SMEs and start-ups from across the Union in the delivery of the scope of the Contract in terms of services, processes entrusted to start-ups and SMEs and relevant justifications. • Quality and maturity of the plan to ensure compliance with the general subcontracting principles under Section 5 of the Tender Specifications. 	5	10

<p>Q4</p>	<p>Credibility and appropriateness of costing, including:</p> <ul style="list-style-type: none"> • Consistency, justification and traceability of the proposed costs and cost structure with respect to the Tenderer’s proposal. • Justification and transparency of costs, at prime and subcontractors’ activities, including compliance with the cost structure requirements set in the Tender Specifications and measures to control the cost. 	<p>5</p>	<p>10</p>
<p>Q5</p>	<p>Level of stated compliance to the contractual baseline and relevance of justifications where applicable:</p> <p>Q5.1: Level of stated compliance to draft Contract and relevance of the related justifications where applicable in case of non- or partial compliances are reported, including quality and consistency of possible alternative wording proposed. Duly filled in Background IPR Declaration. (For Lot 1: Min. Points 5 - Max Points 10); (For Lot 2: Min. Points 3 - Max Points 5);</p> <p>Q5.2: Applicable only to Lot 2: Level of stated compliance to the SAL and relevance of the related justifications where applicable in case of non- or partial compliances are reported, including quality and consistency of possible alternative wording proposed. (For Lot 1: N/A); (For Lot 2: Min. Points 3 - Max Points 5).</p>	<p>Lot 1: 5</p> <p>Lot 2: 6</p>	<p>Lot 1: 10</p> <p>Lot 2: 10</p>
<p>TOTAL</p>		<p>Maximum possible score:</p> <p>Lot 1: 100</p> <p>Lot 2: 100</p> <p>Minimum required quality score:</p> <p>Lot 1: 50</p> <p>Lot 2: 51</p>	

Table 2: List of Qualitative Award Criteria

12.2 Financial Award Criteria

12.2.1 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 form provided in Annex I.F for each lot.

In order to allow for a comparison of the offers, Tenderers are requested to submit Financial Proposal following the financial table of answers (Annex I.F for each lot) which shall be duly filled in, 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 rejection from the tender procedure.

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

12.2.2 Total Price for Evaluation Purposes of the Tender

For evaluation purposes, the “Total Evaluation Price” will be computed using the financial table of answers (tab ‘Table Price for Evaluation’ in Annex I.F for each Lot).

The “Total Tender Evaluation Price” will include the prices for the quantities associated to the recurring support at each location, in terms of indicative man-days per year as estimated by the Contracting Authority for evaluation purposes, for each Lot.

The “Total Tender Evaluation Price” shall NOT include the maximum amount indicated by the Tenderer in relation to transfer of undertakings risk in accordance with Section 3.3 above. That amount is not part of the financial evaluation of the tender and shall serve exclusively for compensation of the future contractor, should the Transfer of Undertaking risk materialize.

~~The “Total Tender Evaluation Price” does not include the financial impact of transfer of undertakings risks (if any) (see Section 3.3 above).~~^{Corr. 2}

12.2.3 Calculation of Financial Score of the Tender

In case of competing tenders, the financial score will be calculated as follows:

- The Tender offering the least expensive Total Evaluation Price of the Tender will receive 100 points.
- The other tenders will receive points according to the ratio between the least expensive Total Evaluation Price and their one, and then multiplied by 100, as shown in the formula below:

In case only one valid Tender reaches this stage of the evaluation process (i.e. only one Tender passes in the award stage and/or has scored above the (individual and overall) thresholds for the qualitative award criteria identified in Section 12.1 above), the congruity and reasonableness of the Total Price will be assessed considering the quality of the offered services, the characteristics of the relevant market in scope of the present procurement and available benchmarks and shall lead to the attribution of a Financial Evaluation Score, out of 100 points, which is the maximum amount of points which can be scored under the Financial Award Criteria.

NOTE: Tenderers must be aware of Point 23 of Annex I to the Financial Regulation on abnormally low tenders and of the possibility for rejection of the tender based on it.

13 Evaluation Method

Tenders will be evaluated in the light of the criteria set out in these Tender Specifications.

The evaluation is based solely on the information provided in the submitted Tender and, if applicable, on additional information and evidence provided at the request of the Contracting Authority during the procedure. For the purposes of the evaluation related to exclusion and selection criteria the contracting authority may also refer to publicly available information, in particular evidence that it can access on a national database free of charge.

It involves the following:

1. Verification of the **submission requirements**;
2. Verification of compliance with the **Access to Procurement** conditions;
3. Verification of **non-exclusion** of Tenderers/Subcontractors on the basis of the exclusion criteria;
4. Verification of **non-rejection** of Tenderers/Subcontractors on the basis of the rejection criteria;
5. Verification of compliance with the **selection criteria**;
6. Verification of compliance with the **minimum requirements**;
7. Evaluation of tenders on the basis of the **award criteria**.

The contracting authority will evaluate the abovementioned elements in the order that it considers to be the most appropriate.

If the evaluation of one or more elements demonstrates that there are grounds for rejection, the tender will be rejected and will not be subjected to further full evaluation. The unsuccessful tenderers will be informed of the ground for rejection without being given feedback on the non-assessed content of their tenders. Only tenderers for whom the verification of all elements did not reveal grounds for rejection can be awarded the contracts resulting from this call for tenders.

In order to demonstrate compliance with exclusion criteria, non-rejection criteria, selection criteria, access to procurement conditions and minimum requirements, any participating entity (including group members and subcontractors) must submit the Declaration of Honour (DoH) duly completed, dated and signed (Annex I.B).

Please note that any non-compliance reported in the DoH, if confirmed, will lead to rejection from the procurement procedure. This is without prejudice to the possibility to correct clerical errors or omissions in the submitted DoH.

13.1 Access to Procurement

Tenderers will be evaluated against the requirements detailed in **Section 7** above:

Ref #	Access to Procurement Conditions	To be Evidenced by:	Applicable to:
A1	Participation Conditions Entity must meet the conditions as per Section 0. above.	As per the provisions in Section 0.	All economic operators, as provided in Section 0.

Ref #	Access to Procurement Conditions	To be Evidenced by:	Applicable to:
A2	EU Restrictive measures Entity must meet the conditions as per Section 7.2 above.	As per the provisions in Section 7.2 .	All economic operators, as provided in Section 7.2 .

Table 3: Access to Procurement

13.2 Exclusion Criteria

Tenderers will be evaluated against the requirements detailed in **Section 8** above:

Exclusion Criteria	To be Evidenced by:	Applicable to:
Exclusion Criteria Entity must not be in any of the exclusion situations as per Section 8 above.	As per the provisions in Section 8 above.	All economic operators, as provided in Section 8 above.

Table 4: Exclusion Criteria

13.3 Rejection Criteria

Tenderers will be evaluated against the requirements detailed in **Section 9** above:

Rejection Criteria	To be Evidenced by:	Applicable to:
Rejection Criteria Entity must not be in any of the exclusion situations as per Section 9 above.	As per the provisions in Section 9 above.	All economic operators, as provided in Section 9 above.

Table 5: Rejection Criteria

13.4 Selection Criteria

Section 10 above, as well as the subsections below specify which selection criteria evidence must be provided with the Tender (see the column “to be evidenced by” in the tables below – for details, refer to Section 10 above). If the Tenderer does not provide valid documentary evidence within the deadlines set by the Contracting Authority, the Contracting Authority reserves the right to reject the Tender. In any event, in case a Tenderer proposed for the award of the Contract fails to comply with the above evidence requirement, its Tender will be rejected, unless there is a ground for a waiver.

In accordance with point 18.6 of Annex I of the Financial Regulation, the Tenderers 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.1) or a Non-Subcontractor

Letter of Intent (template in Annex I.D.2) signed by every member of the Tenderer’s Core Team (see Section 4.1 above), confirming their irrevocable undertaking to make such resources available to the Tenderer in case of being awarded the Contract.

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

13.4.1 Legal and Regulatory Capacity

Ref #	Legal and Regulatory Capacity Criteria	To be Evidenced by:	Applicable to:
L1	Legal Entity Authorisation Requirement Compliance with Section 10.1.1 above.	As per the provisions in Section 10.1.1 above.	All economic operators, as provided in Section 10.1.1 above.
L2	Management of conflicting interest Compliance with Section 10.1.2 above	As per the provisions in Section 10.1.2 .	All economic operators, as provided in Section 10.1.2 .
L3	Applicable only to Lot 2 Appointed Local Security Officer (“LSO”) – as per Section 10.1.3 .	As per the provisions in Section 10.1.3	All economic operators, as provided in Section 10.1.3
L4	Applicable only to Lot 2 Possession of PSC at the required level as per Section 10.1.3 .	As per the provisions in Section 10.1.3	All economic operators, as provided in Section 10.1.3
L5	Applicable only to Lot 2 (Re-enforced) Non-Disclosure Undertaking signature as per Section 10.1.3.	As per the provisions in Section 10.1.3 .	All economic operators, as provided in Section 10.1.3

Table 6: List of Legal and Regulatory Capacity Criteria

13.4.2 Economic and Financial Capacity

Ref #	Economic and Financial Capacity Criteria	To be Evidenced by:	Applicable to:
F1	The Tenderer must be in a stable financial position and have the economic and financial capacity to perform the Contract.	As per the provisions in Section 10.2.1 .	The Tenderer, including its Core Team (cumulatively) in accordance with Section 4.1 .

Ref #	Economic and Financial Capacity Criteria	To be Evidenced by:	Applicable to:
F2	The Tenderer must have a minimum yearly turnover of EUR 1,500,000.00 EUR for LOT1 and/or 400,000.00 EUR for Lot 2 in the last three years preceding the year of launch of the present procurement procedure.	As per the provisions in Section 10.2.2.	The Tenderer, including its Core Team (cumulatively) in accordance with Section 4.1.

Table 7: List of Economic and Financial Capacity Criteria

13.4.3 Technical and Professional Capacity

Ref #	Technical and Professional Capacity Criteria	To be Evidenced by:	Applicable to:
T1	Relevant experience of the tenderer Experience of Tenderer in performing recent and comparable services.	As per the provisions in Section 10.3.1.	The Tenderer, including its Core Team (cumulatively) in accordance with Section 4.1.
T2	Appointment of Contract Manager Experience and language requirement for the Contract Manager to be appointed by the Tenderer	As per the provisions in Section 10.3.2	The Tenderer, including its Core Team (cumulatively) in accordance with Section 4.1.
T3	Relevant Experience of the Tenderer's Service Providers Experience and language requirement for the Contract Manager to be appointed by the Tenderer	As per the provisions in Section 10.3.3	The Tenderer, including its Core Team (cumulatively) in accordance with Section 4.1.

Table 8: List of Technical and Professional Capacity Criteria

13.5 Minimum Requirements

Ref #	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 Directive 2014/24/EU.	As per the provisions in Section 11.1.	All economic operators, as provided in Section 11.1.
M2	Other minimum requirements	As per the provisions in Section 11.2.	All economic operators, as provided in Section 11.2.

Table 9: List of Minimum Requirements

13.6 Award Stage

The assessment of the Tenders in the Award Stage is carried out against the Qualitative and the Financial Award Criteria set out in Section 12 above pursuant to the method set out below.

13.6.1 Qualitative Award Criteria

Each qualitative award (sub-)criterion will be scored out of one hundred as per reference table below and then weighted.

Scale	Score %
Not satisfactory	0-49
Satisfactory	50-59
Good	60-70
Very Good	71-85
Excellent	86-95
Perfect	96-100

The evaluation of the technical quality will be based on the ability of the Tenderer to perform the Framework Contract, as described in these Tender Specifications and their annexes. To this end, the information in the technical proposal must be consistent with these Tender Specifications and their annexes. The technical proposal shall contain all necessary information to allow evaluation of the tender according to the qualitative award criteria specified in this document, including in particular the evidence indicated for each criterion.

The qualitative award criteria will be scored out of one hundred (100) points. Tenders scoring **less than 50 points (fifty) for Lot 1 and/or less than 51 points for Lot 2 (fifty-one)** (of a maximum of 100) against the

qualitative award criteria or **less than the minimum score indicated for any of the criteria** will be rejected without evaluation of the financial offer.

13.6.2 Calculation of Final Score and Ranking of Tenders

The Contract will be awarded to the Tenderers having demonstrated compliance with the exclusion criteria, non-rejection criteria, selection criteria, access to procurement conditions and minimum requirements 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 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. The Contract will be awarded to the Tenderers which will be ranked the highest (the best price-quality ratio).

14 Award of the Contract and standstill period

The Contracting Authority will award the contract in accordance with Articles 170 and 173 of the Financial Regulation. The award decision will be notified to successful and unsuccessful Tenderers in line with Article 173 of the Financial Regulation.

The Contracting Authority shall not sign the Contract with the successful Tenderers until a standstill period of 10 (ten) calendar days have elapsed, running from the day after the simultaneous dispatch of the notifications to successful and unsuccessful Tenderers by electronic means.

15 Conditions of Submission of Tenders

15.1 Participant Register

Any economic operator willing to submit a tender for this procurement procedure must be registered in the [Participant Register](#) - an online register of organisations and natural persons participating in European Commission's calls for tenders or proposals (participants).

Upon registering, each participant obtains a Participant Identification Code (PIC, 9-digit number) which acts as its unique identifier in the Participant Register. A participant needs to register only once – the information provided can be further updated or re-used by the participant in other European Commission's calls for tenders or calls for proposals.

Participants are required to provide information about the SME status of the participant in the Participant Register by filling in the SME Declaration section in the Participant Register. The section becomes available only when updating/modifying the details of the registered organisation.

At any moment during the procurement procedure, the Research Executive Agency Validation Services (hereafter the EU Validation Services) may contact the participant and ask for supporting documents on legal existence and status and financial capacity. The requests will be made through the register's messaging system to the e-mail address of the participant's contact person indicated in the register. It is the responsibility of the participant to provide a valid e-mail address and to check it regularly. The documents that may be requested by the EU Validation Services are listed in the [EU Grants and Tenders Rules on Legal Entity Validation, LEAR appointment and Financial Capacity assessment](#).

Please note that a request for supporting documents by the EU Validation Services in no way implies that the tenderer has been successful.

15.2 Disclaimers

Please note disclaimers referred to in the invitation and in Section 1.4 above.

15.3 Variants

Variants are not permitted under this procurement procedure.

15.4 Preparation costs of Tenders

Costs incurred in preparing and submitting the Tender are borne by the Tenderers and will not be reimbursed.

15.5 Presentation of the Tender

15.5.1 Language

The Tender shall be drafted in one of the official languages of the European Union.

15.6 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 these Tender Specifications;
- Clear and concise, with continuous page numbering, and assembled in a coherent fashion (e.g. bound, stapled, or organised in files).

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

Note: The time for completion of the procurement evaluation and award of the Contract is of essence. The bidders are requested to read carefully the requirements, specified in the Tender Specifications for each exclusion and selection criterion and for the evidences, requested to demonstrate a compliance to them.²²

Should the Tenderer omit to submit or submits evidence that is not compliant²³ or is unclear, **the Contracting Authority may restrict the number of the requests for clarifications or not search for clarifications as per Art. 154 FR, if the clarification process may lead to a delay in the tender evaluation completion.**

15.6.1 Administrative File (ENVELOPE I)

Each Tender shall include an administrative file, containing:

Ref. #	ENVELOPE 1 – ADMINISTRATIVE DOCUMENTS
1)	<p>A cover letter, dated and signed by duly authorised representative of the Tenderer, including:</p> <ul style="list-style-type: none"> • A declaration of full acceptance of the terms and conditions of this Invitation to Tender (without prejudice to the possibility of declaring (duly justified) partial- or non- compliances to the contractual); • A section presenting the industrial organisation of the Tenderer, describing the Tenderer and listing all the legal entities involved, specifying each entity's role and qualifications. For each entity, it shall be clearly identified (i) whether it is essential in order for the Tenderer to be in a position to meet the selection criteria (i.e. whether it belongs to the “Core-Team”), (ii) whether it will be involved in security sensitive activities (including a due justification / explanation) • In case of groups, the competition law compliance assessment made under Section 4.4 above; • A statement in line with the requirement under Section 7.2 above (EU Restrictive Measures).

²² If during the tender preparation bidders need clarification on the requirements or requested evidences, they may refer to the opportunity to obtain such via the Q/A process – see section 15.11 below.

²³ E.g. Issued by other than the specified authority / not signed/ outdated / signed by non-authorized person / signed by person for whom authorisation is not demonstrated / discrepant with other documents in the tender, etc.

Ref. #	ENVELOPE 1 – ADMINISTRATIVE DOCUMENTS
	<ul style="list-style-type: none"> • All the Information required pursuant to Section 9 above (Rejection Criteria). • A statement pertaining to the Conflicting Interest of the Contractor including all the details, as applicable, as required under Section 2022 above, i.e. for each economic operator (i.e. the Prime Tenderer / each member of the group / each subcontractor). A list of all the documentation included/enclosed in the Tender.
2)	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 Contract on behalf of the organisation, should it be awarded it.
3)	In case of groups, a duly signed and dated statement/declaration by each of the group members specifying the company or person heading the project and authorised to submit a tender on behalf of the group, sign and manage the Contracts, using the template in Annex I.C .
4)	The duly filled-in and signed Identification Sheet of the Tenderer using the template in Annex I.A. (one per Tenderer including all the legal entities involved in the group and sub-contractors and containing, where appropriate, as many Sections as legal entities involved).
5)	For the proposed subcontractors, or other entities on whose capacity the Tenderer intends to rely, duly filled in, signed and dated Sub-contractor Letter of Intent using the template in Annex I.D.1 (for subcontractors) and/or Non-Subcontractor Letter of Intent using the template in Annex I.D.2 (for other entities), to be submitted for each subcontractor/entity individually).
Access to Procurement	
6)	The duly filled-in Declaration of Ownership and Control , using the template in Annex I.J – Part 2 , including all necessary documents required in Annex I.J for the assessment of the compliance with the Participation Condition (see Section 0 above). To be submitted separately by each entity to which the Participation Conditions apply pursuant to Section 0 and Section 5 above.
Exclusion / non -rejection Criteria	
7)	The duly filled in, signed and dated Declaration(s) of Honour (including supporting evidence) relating to exclusion criteria, grounds for rejection and selection criteria using the template in Annex I.B - one per economic operator (i.e. Tenderer, all group members, all sub-contractor(s), if any).
Selection Criteria – General	
8)	The duly filled in, signed and dated Identification Form , one per economic operator involved (tender, group member, or sub-contractor), using the template available at: https://ec.europa.eu/info/publications/legal-entities_en Organisation details and organisation identified sections shall be filled in by each economic

Ref. #	ENVELOPE 1 – ADMINISTRATIVE DOCUMENTS
	<p>operator.</p> <p>In case of groups, the banking details should correspond to the bank account into which payments are to be made under the Contract (i.e., the account of the group leader) in the event that the latter is awarded to it.</p> <p>Please pay attention to any supporting documents that should be submitted together with duly filled in Identification Form.</p>
9)	<p>Extract of the inclusion in a trade or professional register, or certificate, membership of a specific organisation, or equivalent (one per economic operator involved (tender, group member, or sub-contractor)).</p>
Selection Criteria – Security Requirements (Applicable only to LOT 2)	
10)	<p>Documents related to the appointment of the Local Security Officer for each entity (including group members and subcontractors) expected to handle EU classified information (EUCI) at the level of RESTREINT UE/EU RESTRICTED or above. See Section 2022 above.</p>
11)	<p>Documents related to the possession of the Personal Security Clearance by at least three Service Providers (within any entity including group members and subcontractors) who are expected to carry out tasks requiring handling EU classified information at the level of CONFIDENTIEL UE/EU CONFIDENTIAL or above. See Section 2022 above.</p>
12)	<p>The duly signed and filled in Re-inforced Non-Disclosure Undertaking (RNDU) pursuant to section 2022 above using the template in Annex I.G. for each entity (including group members and subcontractors) expected to handle EU classified information (EUCI) at the level of RESTREINT UE/EU RESTRICTED or above.</p>
Selection Criteria – Economic and Financial Capacity	
13)	<p>The duly filled in, signed and dated Financial Statements 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 three financial years as requested in Table 7 of these Tender Specifications. To be submitted separately by each entity on whose capacity the Tenderer intends to rely for the fulfilment of the Economic and Financial Capacity Criteria.</p>
Selection Criteria – Technical and Professional Capacity	
14)	<p>A section describing (and tracing to the evidence provided) the Tenderer’s experience in performing recent and comparable services, as required to fulfil criteria in section 13.4.3 (T1);</p>
15)	<p>A section describing (and tracing to the evidence provided) the experience and language skills of the Tenderer’s Contract Manager, as required to fulfil criteria in section 13.4.3 (T2);</p>
16)	<p>A section describing (and tracing to the evidence provided) the experience and language skills of the Tenderer’s Service Providers (at least five for Lot 1 and at least three for Lot 2), as required to fulfil criteria in section 13.4.3 (T3);</p>
Other	

Ref. #	ENVELOPE 1 – ADMINISTRATIVE DOCUMENTS
17)	<p>Duly written, signed and dated Statement of Compliance (using the template in Annex I.I) to the contractual baseline, i.e. to the Draft Framework Contract, and to the Security Aspects Letter (“SAL”) (including the related annexes) – the latter (SAL) is applicable only to LOT 2.</p> <p>Tenderers are informed that their tenders will be assessed, by virtue of the qualitative criterion Q5, on the level of compliance to the contractual baseline and the credibility of the related justifications / quality and consistency of the proposed alternative wording.</p> <p>In all the cases where Tenderers are required to submit their Statement of Compliance, the following rules shall apply:</p> <ul style="list-style-type: none"> a) The Statement of Compliance shall state the degree of compliance with the relevant provisions/requirements/documents (and related annexes) provided by the Contracting Authority as part of the Invitation to Tender. b) Each Statement of Compliance shall state (alternatively): <ul style="list-style-type: none"> i. Full compliance ii. Non-compliance iii. Partial compliance <p>Each statement shall be duly justified:</p> <ul style="list-style-type: none"> • In general terms, within the statement of compliance itself. • By reference to the sections of the Tender where further justifications are developed. <ul style="list-style-type: none"> c) In case full compliance is stated, Tenderers shall avoid comments, assumptions, and limitations as they will not be taken into account by the Contracting Authority for the evaluation and they shall not apply in case of award. d) In case partial or non-compliance is stated, in addition to the relevant justifications, Tenderers are required to elaborate alternative drafting (including contractual drafting when relevant) reflecting their position in the body text of the document or of its annexes, when relevant. e) Acceptance of a Tender containing reservations, or proposed modifications or amendments is not to be construed as acceptance of these, unless and until such modifications or amendments are confirmed in the contract. <p>Any justification or description included in the Tender, not specifically recalled in the relevant Statements of Compliance will be disregarded and cannot be opposed to the Contracting Authority in the frame of contract execution.</p>

15.6.2 Technical File (ENVELOPE II)

Each Tender shall include a technical file, containing:

Ref. #	ENVELOPE 2 – TECHNICAL OFFER
(1)	<p><u>An Executive Summary</u> (maximum 10 pages) providing a high-level view of the Tenderer’s proposed organisation for the performance of the activities within the Tender and, if awarded, within the Contract;</p>
(2)	<p><u>A Technical Proposal</u>, including at least the following:</p> <ul style="list-style-type: none"> • One section per each award criterion, subdivided into sub-sections per each subcriterion. Each of these sections and subsections shall include the complete approach related to the respective award criteria and subcriteria. EUSPA reserves the right to evaluate the award criteria and subcriteria only in respect of information provided in the such sections and subsections and not to take into account information provided in other parts of the tender, unless clear references are made to them. • With regard to the competitive subcontracting requirement as set out under Section 5.2 of these Tender Specifications, Tenderers are required to include, in a dedicated section, a plan describing in detail how they plan to comply with the said requirement. Attention is drawn to the fact that this section will be evaluated according to Qualitative Award Criterion Q3 as per section 13.6.1 of these Tender Specifications. • With regard to the promotion of the widest and most open participation possible of economic operators and in particular of the participation of start-ups, new entrants and SMEs, as set out under Section 5.2 of these Tender Specifications, Tenderers are required to include, in a dedicated section, a plan describing in detail how they plan to comply with the said requirement. Attention is drawn to the fact that this section will be evaluated according to Qualitative Award Criterion Q3 as per section 113.6.1 of these Tender Specifications. • With regard to the general subcontracting principles as set out under Section 5 of these Tender Specifications, Tenderers are required to include, in a dedicated section, a plan describing in detail how they plan to comply with the said principles / requirements. Attention is drawn to the fact that this section will be evaluated according to Qualitative Award Criterion Q3 as per section 13.6.1 of these Tender Specifications.

15.6.3 Financial File (ENVELOPE III)

Each Tender shall include a financial file, containing:

Ref. #	ENVELOPE 3 – FINANCIAL OFFER
(1)	Duly filled-in, dated and signed Financial Proposal using the template in Annex I.F.1 for each Lot, as per the instructions included in this Annex.
(2)	Cost Sheets using the template in Annex I.F.2 for each Lot for the Tenderer and each of the subcontractors. Tenderers are informed that their tenders will be assessed, by virtue of the qualitative criterion, on the credibility and appropriateness of costing.
(3)	Financial proposal summary and Pricing methodology in a separate document for each Lot attached to the Financial Proposal Template, providing: <ul style="list-style-type: none"> • Description of the overall financial proposal • Financial Assumptions taken. • Pricing methodology/logic to arrive to define Fixed Unit prices, approach and justification of overheads, profit or/and any other financial provision (e.g. for indexation rate) in the proposal.

The financial offer must respect the following conditions:

15.6.3.1 Prices

Prices quoted in Annex I.F.1 for each Lot, must be quoted in euros. Prices are firm and fixed and binding for the Tenderer/Contractor throughout the duration of the Contract. The unit prices in the financial offer will constitute the price list for the duration of the FWC and shall include all costs and expenses which are necessary for performance of the tasks.

The Tenderers shall fill-in the 'FWC FUP List' tab, pertaining to the applicable man-day rates per location, in the Financial Table of Answer in Annex I.F.1 for each Lot, by providing a Fixed Unit Price (FUP) for each of the locations identified therein. The Tenderer is required to offer a FUP for all locations listed in Annex I.F.1 for each Lot.

The FUP (man-day rates per location) shall include:

- a. management of the project, drawing up quotations and reports coordination, quality control, support resources, subcontracting, procurement, manufacturing, assembly, quality control, documentation, storage;
 - b. all overheads (such as management costs, secretarial services, social security, wages).
- If EUSPA requires Service Providers to go on a mission, payment of travel costs and reimbursement of mission expenses will be handled according to EUSPA internal rules, as per Article I.4.2 of the Draft Contract.
 - Public transportation costs incurred during provision of the services under the FWC shall be reimbursed, as per Article I.4.3 of the Draft Contract, only for Service Providers of Service n.6, unless explicitly foreseen otherwise by EUSPA in the request for services and resulting Specific Contract
 - The 'Business days' or 'Working days', which shall be followed for service provision, are defined in Article II.1 of the Draft Contract.

- In exceptional cases and only on written request of the Contracting Authority, it may be necessary that the Contractor provides services outside the ‘Business days’ or ‘Working days’, as defined in Article II.1 of the FWC. In such cases, the following surcharge will apply: surcharge of 50% of the applicable “man-day rate”, applied prorata temporis.

Overheads and profit shall be applied in a sound and reasonable manner. The Tenderer shall detail the formula/rules for overheads and profit calculation in the **Pricing methodology** document. No profit is allowed on sub-contractors work share.

Prices are to be quoted firmly in **2025** economic conditions. In the financial proposal and the requested cost sheets, the tender shall consistently indicate the economic conditions of the proposal.

Cost Sheet

The tenderer shall fill and submit to the Contracting Authority, as part of the financial proposal in Annex I.F.2 for each lot, the Cost Sheets for the Prime and each sub-contractors.

These cost sheets shall include the following forms:

1. **Cover page**, with the general information of the entity.
2. **PCS-A1**: to provide basic rates, overheads and general expenses; this form shall be provided only once for each entity.
3. **PCS-A2**: to provide the cost breakdown and total price for the entity.

Note: The completeness and the quality of the information submitted in the Cost Sheets in Annex I.F.2 for each lot shall be evaluated as part of the qualitative award criterion Q4. In case of inconsistency, incompliance or incompleteness of the submitted cost sheets, a lower number of points shall be attributed at the stage of the technical evaluation.

15.6.3.2 VAT exemption

As the Agency 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.

15.6.3.3 Currency and exchange rates

The price tendered must be all-inclusive and expressed in euros without VAT, including for countries which are not part of the Euro zone. For tenderers in countries which do not belong to the Euro zone, the price quoted may not be revised in line with exchange rate movements. It is for the tenderer to select an exchange rate and assume the risks or the benefits deriving from any fluctuation.

15.7 Submission

Tenders shall be submitted only via the eSubmission application according to the instructions laid down in the Invitation to Tender and the eSubmission Quick Guide available at the following link: https://ec.europa.eu/info/funding-tenders/opportunities/docs/esubmission/quickguidepp_en.pdf.

NOTA BENE: Tenderers are invited to make sure they prepare and submit the Tender in eSubmission early enough to ensure it is received within the deadline indicated in Section 2.1 of these Tender Specifications.

The Declaration of Honour and the NDU must be signed either electronically with a qualified electronic signature (QES) or signed with blue ink, with the original provided to EUSPA by post mail, express mail, commercial courier or hand-delivery. All other documents which are to be signed according to the Tender Specifications as well as all supporting documents may be provided as scans of the originals. Upon request, the tenderer may be required to provide such originals to EUSPA.

Please note that only QES within the meaning of Regulation (EU) No 910/2014 (eIDAS Regulation) will be accepted. 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/#/>).

Therefore, before sending to EUSPA your electronically signed document(s), we recommend you to check the signature and validity of the certificate with one of the following tools:

- DSS Demonstration validation tool available at <https://ec.europa.eu/cefdigital/DSS/webappdemo/validation> can help you check the validity of a certificate by indicating the number and type of valid signatures in a document.
- EU Trusted List Browser can be consulted in order to check whether the electronic signature provider and the trust service it provides are part of European Union Trusted List: <https://webgate.ec.europa.eu/tl-browser/#/>

To make sure you use a QES compliant to eIDAS Regulation, you need to check that both the service provider and the qualified certificate generation service used are included in the EU Trusted List Browser.

15.8 Public opening of the Tenders

The Tenders will be opened on the date and time specified in Section 2.1 above, via a videoconference.

This opening session will be public. One representative of 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 names 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 3 (three hours) before the date and time 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 request shall include the confirmation of submission of the tender (automatically generated by the system when tenders are submitted). The subject of the email shall be: "EUSPA-OP-16-25: request from [*insert name of legal entity / group*] to participate to the opening session".

The opening session will be organised via videoconference. Tenderers who expressed interest in participating in the opening session, and which have duly submitted the confirmation of submission, will receive details for participation in the videoconference.

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

Maximum one representative of each 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.

The public part of the opening session will be strictly limited to the following aspects:

- Verification that each Tender has been submitted in accordance with the submission requirement of the call for tenders;
- Announcement of the Tenders received: the names of the Tenderers (all members in the case of a joint Tender) will be announced;

The prices indicated in each tender received will not be communicated.

Tenderers not attending the opening session may send an information request to tenders@euspa.europa.eu if they wish to be provided with the information announced during the public opening.

Once the contracting authority has opened the tenders, they shall become its property and will be treated confidentially.

15.9 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 nine (9) months from the closing date for the submission of the Tenders.

15.10 Contacts with the Tenderers

Contacts between the Contracting Authority and the Tenderer are prohibited throughout the procedure, save in exceptional circumstances and under the following conditions only:

Before the final date for submission of Tenders:

- At the request of the Tenderer, the Contracting Authority may provide additional information solely for the purpose of clarifying the nature of the Contract.
- Any requests for additional information by the Tenderers must be made in writing only through the above-mentioned F&T Portal link (see Section 2.1) according to the instructions laid down in the Invitation to Tender.
- Requests for additional information received after the deadline specified in Section 2.1 above cannot be processed.
- Any additional information will be published through the above-mentioned F&T Portal link (see Section 2.1). It is the economic operator's responsibility to check for updates and modifications during the submission period.

The Contracting Authority may, on its own initiative, inform interested parties of any error, inaccuracy, omission, or any other clerical error in the text of the tender documentation.

After the opening of Tenders:

- If, after the Tenders have been opened, any clarifications are required in connection with a Tender, or if obvious clerical errors in the submitted Tender must be corrected, the Contracting Authority may contact the Tenderer, although such contact may not lead to any substantial alteration of the terms of the submitted Tender.

15.11 Information for Tenderers

The Contracting Authority will inform Tenderers of decisions reached concerning the award of the Contract in due course, including the grounds for any decision not to award the Contract.

The Contracting Authority will inform all rejected Tenderers of the grounds on which the decision was taken.

The Contracting Authority will inform each Tenderer who is not rejected and who makes a request in writing, of the name of the Tenderer(s) to whom the Contract is awarded and of the characteristics and relative advantages of the successful Tender and its total financial offer amount.

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.

15.12 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/sites/default/files/documents/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 (Head of HR, hr-info@euspa.europa.eu). 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.

16 Abbreviations and Definitions

Abbreviation	Definition
DPO	Data Protection Officer
EC	European Commission
EGNOS	European Geostationary Navigation Overlay Service
EU	European Union
EUCI	EU classified information
EUSPA	European Union Agency for the Space Programme
FR	Financial Regulation
FSC	Facility Security Clearance
FUP	Fixed Unit Price
FWC	Framework Contract
GAL	Galileo
GNSS	Global Navigation Satellite System
IPR	Intellectual Property Right
ITT	Invitation To Tender
KO	Kick Off
LEF	Legal Entity Form
LSO	Local Security Officer
NDU	Non-Disclosure Undertaking
NSA	National Security Authority
OJ	Official Journal
PSC	Personal Security Clearance
REQ	Requirement
RUE	RESTREINT UE/EU RESTRICTED
SAL	Security Aspects Letter
SC	Specific Contract
SME	Small and Medium Enterprise
TS	Tender Specifications
VAT	Value Added Tax

Table 10: Abbreviations

Term	Definition
Core Team members	(a) Prime Contractors, (b) any possible economic operator submitting the tender jointly with the prime tenderer (e.g., group members) and (c) any entity(ies)/subcontractors whose capacity is used by the tenderer to comply with selection criteria as per Section 10.

Term	Definition
Group	<p>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 it is directly or indirectly controlling, controlled by or under common control of the tenderer or any of the members of the group acting as tenderer, provided that (i) such entity shall be considered an affiliate only for the time during which such control exists, and (ii) for the purpose of this definition, “control” shall be constituted in case any of the following applies to either the legal entity on one side or the tenderer or any of the members of the group acting as tenderer on the other side in relation to each other: (a) holding, whether directly or indirectly, a majority of the voting rights, (b) holding, whether directly or indirectly, more than 50% (fifty per cent) of the share capital, (c) having the right to appoint or remove a majority of the members of the board of directors or other management body, (d) having, by agreement, the right to exercise a majority of the voting rights. Entities which are directly or indirectly controlled by the same entity (as described in points (a), (b), (c) and (d) above are also considered affiliated entities.</p>
Prime Tenderer / Contractor	<p>The Tenderer / Contractor assuming the responsibility for managing the procurement process and the resulting Contract. Prime Tenderer / Contractor may rely on subcontractors, but only the former remains responsible of the execution of the Contract vis-à-vis the Agency and its sole point of contact.</p>
Subcontractor or sub-contractor	<p>An economic operator that is proposed by a tenderer or contractor to perform part of a contract.</p>

Table 11: Definitions

17 List of Annexes

Annex	Title
	Administrative Annexes:
Annex I.A	Template Identification Sheet of the Tenderer
Annex I.B	Template Declaration of Honour
Annex I.C	Template Power of Attorney for Consortia
Annex I.D.1	Template Subcontractor Letter of Intent
Annex I.D.2	Template Non-Subcontractor Letter of Intent
Annex I.E	Template Financial Statements relating to the Selection Stage
Annex Lot1	I.F.1 Template Financial Table of Answers
Annex Lot2	I.F.1 Template Financial Table of Answers
Annex Lot1	I.F.2 Template Cost Sheets
Annex Lot2	I.F.2 Template Cost Sheets
Annex I.G	Template Non-Disclosure Undertaking (Re-Inforced)
Annex I.H	Template Statistical Reporting
Annex I.I	Template Statement of Compliance
Annex I.J	Criteria for assessment of Participating Conditions, includes three parts: <ul style="list-style-type: none"> - Part I – Criteria for Assessment of Participation Conditions - Part II – Excel Spreadsheet – Declaration of Ownership and Control (Template) - Part III – Additional Information Regarding the Assessment of Participating Conditions

Table 12: List of Annexes

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