**Clarification Note #3**

EUSPA internal reference: **327911**

**Procurement procedure: EUSPA/CP/08/26 (EUSPA/PRG/2026/CPN/0006)**

**Title: 'Multi-Component Security Monitoring System'**

**Question #1:**

*Would EUSPA consider eligible a scenario where a fully eligible EU Prime Contractor (e.g. a French company) subcontracts specific technical activities to an EU-established subsidiary of a US-headquartered group, provided that the subcontractor is established in an EU Member State, performs the activities within the EU, and complies with all applicable security requirements? If not, could EUSPA clarify which specific participation conditions would prevent such participation?*

**Answer #1**:
The participation conditions applicable to this procurement are set out in section 7.1 of the Tender Specifications, together with the available waivers and the conditions for granting such waivers.

Compliance with the participation conditions will be assessed for each entity on a case-by-case basis during the evaluation stage, based on the documentation submitted with the request to participate. Accordingly, EUSPA cannot pre-assess the eligibility of a specific participation structure outside the context of the evaluation of a request to participate.

**Question #2:**

*Good afternoon, 1) 3.2.6 is calling the draft contract: "The Draft Contract contains specific principles that the Contractor will have to comply with when concluding subcontracts." I did not find the draft contract in the Data package.could you provide us witht the draft contract? 2) Sahll we declare all the subcontractors we plan to consult for competitive tendering at the stage 1? 3) Can you confirm that the expected level of competitive subcontracting activities is minimum 30% the total price of the baseline? Or as per previous contract it might be 15% in competition + 15% on a mutual agreement?*

**Answer #2**:

1. As indicated in Sections 2.5.1 of the Tender Specifications, the Draft Contract, including the applicable subcontracting provisions, will be made available to the Candidates invited to Phase II of the procurement procedure.
2. At Phase I, Candidates must identify their proposed industrial organisation, including the Core Team and any subcontractors already identified, in accordance with Sections 4.2 and 15.7.1

of the Tender Specifications. There is no requirement to identify all economic operators that may subsequently be consulted in the context of competitive subcontracting procedures. The detailed subcontracting plan shall be submitted in Phase II, as provided under Section 5.2.

3. As indicated in Section 5.2, the target is a minimum of 30% of the Total Tender Price to be subcontracted through competitive tendering outside the Undertaking. Nevertheless, Tenderers may submit a duly justified derogation from the 30% target, which will be assessed under award criterion Q5.1.

**Question #3:**

*Good Morning, 1) How the build of MC SECMON impact on the former SoCs (GALILEO SECMON and GovSatCom Hub SoC) are manged to be updated to take into account the evolutions needed by MC SECMON? 2) We wonder how the obsolecences treatment and the evolutions of the former SoC are managed regarding the possible impact on the MC SOC? Thank you.*

**Answer #3**:

As indicated in Sections 1.2 and 2.2–2.3 of the Tender Specifications, Tenderers may propose an MC SECMON solution based on the adaptation and evolution of either the existing Galileo SECMON or the Secured Communications (SC) SECMON, or propose an independent solution.

The maintenance, obsolescence management and evolution of those existing systems, as such, are outside the scope of the present procurement procedure and are managed separately.

Tenderers remain responsible for assessing the implications of their selected technical approach and ensuring compliance with the MC SECMON requirements. Additional technical and reference documentation will be made available during Phase II of the procurement procedure.

**Question #4:**

*Regarding the 30% competitive subcontracting target, which must be awarded to entities outside the Undertaking, please clarify: If Company A is the Prime Contractor, Company B is a direct subcontractor in A's offer, and Company C is a separate legal entity controlled by B, could C access to the minimum 30% share of sub-contracting to be awarded in competitive tendering outside the Undertaking by A? Please note that we were not able to find the precise definition of Undertaking because we were not able to identify Table 9 in Section 7 of the tender's specifications document.*

**Answer #4**:

As regards the definition of "Undertaking" referred to in Section 5.2 of the Tender Specifications, the following definition applies:

*The term "Undertaking" encompasses all entities belonging to the same "single economic unit", i.e. 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) an entity shall be considered part of the Undertaking 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 being part of the same Undertaking.

This definition will also be incorporated into the Tender Specifications by means of a corrigendum.

Compliance with the competitive subcontracting requirements, including whether the relevant entities fall outside the Undertaking, will be assessed during the evaluation stage, on the basis of the applicable provisions of Section 5.2 of the Tender Specifications and the documentation submitted by the Tenderers.

**Question #5:**

*Good evening tender team, The Tender specifies a minimum of 30% of contracting activities, shall this competitive subcontracting activities could be shared by the core team members? For example the Prime subcontract by a competitive tendering 10% the 2 other core members could share the remaining 20%? One takes 15% the other one 5%?*

**Answer #5**:

Consortium (Group) members are not subcontractors. The repartition of work among consortium members is not relevant for the achievement of the 30% subcontracting in competitive tendering outside the group.

Subcontractors which are part of the core team members (i.e. those subcontractors whose technical and/or economic capacity is necessary to fulfil selection exclusion criteria) are instead relevant for the achievement of the above mentioned threshold, to the extent that the contract between the tenderer and the subcontractors part of the core team is awarded following competition and the subcontractor part of the core team is not belonging to the group of the tenderer.

**Question #6:**

*Will all Phase 2 participants be automatically invited to Phase 3 as well? Or will they be selected based on their applications for Phase 2?*

**Answer #6:**

Participation in Phase II does not automatically imply an invitation to Phase III.

As provided in Section 2.5.2 of the Tender Specifications, EUSPA reserves the right to award the Contract on the basis of the Initial Tenders, without negotiations, or on the basis of subsequent tenders without launching Phase III.

Where further stages of the procurement procedure are conducted, the relevant provisions of the Tender Specifications, including those concerning the application of the award criteria, shall apply.

**Question #7:**

*In Tender Scope - option 1: it is written "support of security audits and penetration tests". Is it expected to run the full scope penetration tests OR support the penetration test performed by the Agency?*

**Answer #7:**

Details related to the work to be performed under Option 1 will be provided in Phase II. With respect to the definition of the necessary skills to be secured within the industrial team, it is clarified that the Tenderer shall ensure the capability to support the full scope of Penetration Tests, i.e., implementing attacker role (Red Team), but also the defender role (Blue Team).

**Question #8:**

*Option 2 - Production, deployment, V&V how many times could be activated as option?*

**Answer #8:**

Further details concerning the envisaged activation of Option 2, including the number of potential activations, will be provided in Phase II of the procurement procedure.

**Question #9:**

*Who procures the HW necessary for the AI of Option 3 ?*

**Answer #9:**

The procurement of the HW necessary to support the overlay AI function is part of Option 3 tasks. The scope of Option 3 includes HW, SW, integration, verification and validation, OPS training.

**Question #10:**

*How is measured the 10% contribution of the subcontractors?*

**Answer #10:**

At Phase I, where no financial proposal is required, the 10% threshold referred to in Section 8 of the Tender Specifications may be assessed on the basis of a reasonable estimate of each subcontractor's envisaged contribution to the overall scope of activities, taking into account the proposed industrial organisation.

It is recalled that this threshold concerns the submission of supporting evidence relating to the exclusion criteria. Such evidence is required for all Core Team members, irrespective of their contribution.

Furthermore, in Phase II, Tenderers shall submit the relevant supporting evidence for any newly proposed subcontractors whose contribution exceeds 10%, as well as for subcontractors already identified in Phase I whose contribution was initially estimated at 10% or below but is subsequently expected to exceed that threshold, as reflected in their Tender.

In any event, the Agency reserves the right to request supporting evidence from any participating entity, regardless of its estimated contribution.

**Question #11:**

*Will we get the slide deck?*

**Answer #11:**

The presentation from the Industry Day has been published on the F&T Portal and the EUSPA website.

**Question #12:**

*what is the maximum level of classified information to be handled under this contract?*

**Answer #12:**

As per section 3.2.7 of the Tender Specification, for the performance of the activities under the Contract, the Contractor will have to manage EUCI up to the level of S-UE/EU-S including cryptographic items and will have to comply with the Programme PSI. A detailed security classification guide (SCG) will be provided in Phase II.

**Question #13:**

*what's the overall timeline beyond the phase 1?*

**Answer #13:**

The timeline is documented in section 2.1 of the TS, together with the expected dates for the next phases.

**Question #14:**

*What is expected timeline of phase 2 and phase 3 of the tender?*

**Answer #14:**

The timeline is documented in section 2.1 of the TS, together with the expected dates for the next phases.

**Question #15:**

*Is it expected by EUSPA that bidders include a preferred technical approach (i.e., either to build upon Galileo SECOM or SC SECMON or to design a new SOC from scratch) as part of the executive summary already in phase 1?*

**Answer #15:**

The Tenderers are not expected to express their preference on the technical approach in Phase I.

**Question #16:**

*The MC SECOM will replace the GAL SECOM or will be integrated with the GAL SECOM?*

**Answer #16:**

The replacement or integration of the operational GAL SECMON system is not in the scope of the procurement action.

**Question #17:**

*What is the sensitivity or confidentiality level of the data that will be handled, accessed, stored, or processed by the proposed solution?*

**Answer #17:**

As per section 3.2.7 of the Tender Specification, for the performance of the activities under the Contract, the Contractor will have to manage EUCI up to the level of S-UE/EU-S including cryptographic items and will have to comply with the Programme PSI. A detailed security classification guide (SCG) will be provided in Phase II.

**Question #18:**

*Please provide more details on the Option 3 scope: in particular could you please articulate more about an AI drive solution/system that has been already placed on the EU market ?*

**Answer #18:**

The AI solution to be proposed is to be selected at the discretion of the tenderer, in line with the requirements which shall be provided as part of the Phase II / III tender documentation. See section 3.1.2 of the Tender Specifications

**Question #19:**

*Will the highest classification level handled by the system be EU RESTRICTED or EU SECRET?*

**Answer #19:**

As per section 3.2.7 of the Tender Specification, for the performance of the activities under the Contract,

the Contractor will have to manage EUCI up to the level of S-UE/EU-S including cryptographic items and will have to comply with the Programme PSI. A detailed security classification guide (SCG) will be provided in Phase II.

**Question #20:**

*How are the different technologies which will be used are assessed in term of sovereignty requirements?*

**Answer #20:**

The technologies and products to be used for the implementation of the tasks defined in the Statement of work, as well as for the implementation of MC SECMON functions, are to be selected at the discretion of the Tenderer, in compliance with the requirements that will be provided as part of Phase II and Phase III tender documentation. The Agency will assess the compliance to such requirements as per Qualitative Award Criteria Q1, defined in section 12.1 of the Tender Specifications.

**Question #21:**

*Is EUSPA expecting the outlined overall budget to cover hardware costs for the required infrastructure and is expecting the contractors to deliver this infrastructure under the resulting contract or will hardware / infrastructure procurement be handled separately?*

**Answer #21:**

Details related to which HW costs are expected to be included in the offer will be provided in Phase II.

**Question #22:**

*I understood that in the reuse topic about existing GAL SECMON or SC SECMON, you were talking about reuse of Design. Can you confirm that a partial reuse of the existing infrastructure is also possible ?.*

*Should the hardware be part if the procurment for MC SECMON ?*

**Answer #22:**

As per section 1.2 of the Tender Specifications, the Contracting Authority will make available to tenderers the documentation describing the existing Galileo (GAL) SECMON and Secured Communications (SC) SECMON systems. Details related to the HW to be delivered under the contract will be provided in Phase II. Refer to Answer #28 regarding the reuse of existing infrastructure.

**Question #23:**

*We understand that the outlined overall budget is supposed to cover the baseline as well as all three presented additional options. Can EUSPA confirm and, if so, is there an indication for the budget expected to be spent on the baseline as compared to each option?*

**Answer #23:**

Further information concerning the technical scope and financial proposal requirements will be made available in Phase II.

**Question #24:**

Regarding the Technical Approach in case of Independent solution how will be managed the Handover phases with the Galileo and SC SECMON capabilities?

**Answer #24:**

The scope of the tender does not include any handover of GAL nor SC SECMON capabilities.

**Question #25:**

*Good morning, in addition to option 3, HW and SW for baseline and options are included in the scope of this tender?*

**Answer #25:**

Yes, the hardware and software necessary for the implementation of the MC SECMON baseline and options are included in the scope of the procurement, subject to the provisions concerning possible Handover Assets under Section 3.2.10 of the Tender Specifications.

Further details will be provided in Phase II.

**Question #26:**

*Will the MC SECMON activities require access to or handling of Galileo PRS-related information? If so, which PRS information categories will apply?*

**Answer #26:**

Handling of Galileo PRS-related information is not applicable.

**Question #27:**

*will all questions be answered in writing, even if they were answered now verbally?*

**Answer #27:**

Yes, as per present Clarification Note.

**Question #28:**

*Might the Independent Solution assume to reuse part of the SECMON HW/SW components of Galileo and*

*SC ?*

**Answer #28:**

Section 3.2.10 establishes that no physical assets or platforms will be handed over to the Contractor at the outset of the Contract, although EUSPA may subsequently decide, at its sole discretion and subject to availability, to make certain Handover Assets available under the conditions described therein.

Accordingly, Tenderers shall not assume that existing Galileo SECMON or SC SECMON hardware or software assets will be made available for reuse.

Additional technical information concerning the available approaches and their implementation will be provided in Phase II.

**Question #29:**

*Assuming that, at this stage of the procurement and without the full technical description of EUSPA requirements regarding the MC SECMON, there is still an uncertainty regarding the best industrial organization to propose, could you please clarify whether the cross-subcontracting situation as described in paragraph 4.1 of the "Annex I to the Invitation to Participate (ITP) - Tender Specifications" will be assessed during the Phase 1 evaluation (and may lead to rejection of Tenders at Phase 1) or during Phase 2 and subsequent?*

**Answer #29:**

The provisions of Section 4.1 of the Tender Specifications apply throughout the procurement procedure, including Phase I.

Compliance will be assessed on the basis of the industrial organisation disclosed at each stage of the procedure. Candidates are therefore expected to comply with these provisions already in Phase I, while any subsequent changes to their industrial organisation will be assessed accordingly.

It is recalled that subcontracting in multiple Tenders is permitted under the conditions set out in Section 4.1, whereas reciprocal cross-subcontracting is prohibited.