

EUSPA/NP/14/24

“NAVigation Integrity & GNSS User Authentication Receiver Development (NAVIGUARD)”

Annex I to the Invitation to Tender (ITT)

“Tender Specifications”

Ref.: EUSPA/NP/ Annex I – Tender Specifications

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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. 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.

1.1.1 The EGNOS Programme

EGNOS (European Geostationary Navigation Overlay Service) is Europe's first concrete venture into satellite navigation. EGNOS uses geostationary satellites and a network of ground stations to receive, analyse and augment GPS, and in the next version (EGNOS Dual Frequency and Multi-Constellation - DFMC) Galileo signals. EGNOS provides integrity, which includes trust on the positioning solution and informing users in the event of signal problems but also increases the accuracy of existing satellite positioning signals. It also transmits an accurate universal time signal. Based on the previous, EGNOS makes existing satellite navigation signals suitable for safety critical applications such as landing aircraft or navigating ships through narrow channels.

1.1.2 The Galileo Programme

The Galileo programme is Europe's initiative for a state-of-the-art Global Satellite Navigation System (GNSS) completely independent of other existing or potential systems. Galileo is the largest industrial project ever organised on an EU scale, and the first public infrastructure owned by an EU institution. The Galileo programme consists of a definition phase, a development and validation phase, a deployment phase and an exploitation phase. The deployment phase consists of the establishment of all the space and ground-based infrastructures as well as related operations, preparing for the exploitation phase, which began progressively in 2016 with the provision of initial services for the Open Service, Search and Rescue Service and Public Regulated Service. Those services are being gradually improved with the aim of reaching the planned full operational capability.

Beyond the classical positioning and timing services provided by all the existing GNSS providers, Galileo provides and will provide new, advance services, such as the High Accuracy Service (HAS), an open access

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.

service based on the provision of precise corrections and the Signal Authentication Service (SAS), a controlled access service based on the encrypted spreading codes.

1.1.3 Horizon Europe

Horizon Europe is the EU's key funding programme for research and innovation with a budget of €95.5 billion. It tackles climate change, helps to achieve the UN's Sustainable Development Goals and boosts the EU's competitiveness and growth. The programme facilitates collaboration and strengthens the impact of research and innovation in developing, supporting and implementing EU policies while tackling global challenges. It supports creating and better dispersing of excellent knowledge and technologies. It creates jobs, fully engages the EU's talent pool, boosts economic growth, promotes industrial competitiveness and optimises investment impact within a strengthened European Research Area.

Further information on Horizon Europe funding programme can be found in the following website: https://research-and-innovation.ec.europa.eu/funding/funding-opportunities/funding-programmes-and-open-calls/horizon-europe_en

1.1.4 International Standardization bodies relevant to DFMC

The International Civil Aviation Organization (ICAO) Navigation System Panel (NSP) has validated and endorsed the advanced receiver autonomous integrity monitoring (ARAIM) Standards and Recommended Practices (SARPs), with a state letter published in October 2023 for their inclusion in the next amendment of ICAO Annex 10, Volume I. The new standards, expected in Amendment 94 (applicable November 2025), introduce dual-frequency, multi-constellation (DFMC) ARAIM to enhance navigation integrity and support performance-based navigation, especially where traditional aids are limited.

EUROCAE WG62 and RTCA SC-159 WG2 updated the Minimum Operational Performance Standard (MOPS) for DFMC satellite based augmentation system (SBAS) airborne equipment with ED-259A/DO-401 in September 2023, specifying requirements for GPS, Galileo, and SBAS in both single and dual-constellation modes (SF and DF). However, ED-259A is not yet mature enough for product certification. Work is ongoing on ED-259B to incorporate Horizontal-ARAIM (H-ARAIM), open service navigation message authentication (OSNMA), and institutional scenario provisions, targeting publication in Q1 2027.

Galileo OS already supports H-ARAIM operations via default Integrity Support Data (ISD) as specified in ICAO standards, which will be hardcoded into ARAIM receivers. The Galileo OS signal in space (SIS) interface control document (ICD) defines the new I/NAV Word Type 22 (WT22) for the Integrity Support Message (ISM), enabling validation and prototyping for ARAIM service provision. Similar ISM provisions are included in the latest GPS technical baselines, with off-line ISM broadcast via L5 signals (MT-40 CNAV message).

These developments drive the need for airborne prototype receivers implementing the ARAIM algorithm, DFMC SBAS, and NMA, enabling more robust GNSS navigation for civil aviation.

1.2 Purpose

The objective of this procurement procedure is to conclude two Direct Contracts (hereinafter referred to as “the Contracts”), aimed at developing high maturity civil aviation receivers to demonstrate the feasibility of a next-generation DFMC SBAS and H-ARAIM receiver, implementing Navigation Message Authentication (NMA) functionalities, including OSNMA, to increase user segment resilience to Radio Frequency Interference (RFI).

The Receiver shall have a sufficient level of maturity to (as a minimum) carry out flight tests in a representative environment (i.e. Technology Readiness Level (TRL) 7). The Receiver shall integrate NMA functionalities (for SBAS and Galileo Open Service (OS)), that will enable industrialisation of the prototype and certification in the shortest possible time after completion of the Contract (industrialisation and certification are activities out of scope of the procurement).

Having two projects with two different independent entities is instrumental to build the required trust for aviation authorities i.e. EASA in the ED-259 standard, and to use this as an acceptable means of compliance within an European Technical Standard Order (ETSO) for the DFMC SBAS receiver equipment certification process.

1.3 Name and form of procurement procedure

Name:	EUSPA/NP/14/24 – NAVigation Integrity & GNSS User Authentication Receiver Development (NAVIGUARD).
Procedure:	Competitive procedure with negotiation in accordance with Article 167(1)(f) of the Regulation 2024/2509 (hereinafter “Financial Regulation” or “FR”) ² in multiple sourcing in accordance with point 34 of Annex I FR, resulting on the signature of two Direct Contracts.
Lots:	Not applicable.

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 and technical baseline. In this regard, the level of stated compliance and justified partial or non-compliance will be assessed by virtue of the qualitative criteria as described in Section 12 below. The Tenders will have to fulfil the conditions of submission set out in Section 15 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

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) repealing REGULATION (EU, Euratom) 2018/1046 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 18 July 2018 on the financial rules applicable to the general budget of the Union.

process of examining, clarifying and evaluating Tenders will lead to rejection of its Tender and may result in administrative penalties.

- The ITT and its annexes and any subsequent document for this activity to be issued by the Contracting Authority in the course of 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(s) with the successful Tenderer(s).
- Until the signature of the Contract, the Contracting Authority may decide to abandon the procurement or cancel the award procedure. 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 is provided in the tender documentation
- ii. Concerning access to information, and in accordance with principle of equal treatment, access to the delivered under the previous similar EU projects is foreseen, in order to ensure an equal level of information and fair competition conditions for all Tenderers (see the paragraph below);

Previously EUSPA has procured through GSA/NP/04/15³ “Aviation DFMC SBAS Receiver Prototype” and GSA/NP/37/18⁴ “Aviation DFMC SBAS Receiver Prototype (second source)” advanced civil aviation receiver prototypes, DFMC capable, aligned with the latest published EUROCAE ED-259/ED-259A and RTCA DO-401 MOPS for airborne GNSS equipment. Both projects were centred on creating receivers that can process signals from both GPS and Galileo satellites on multiple frequencies, as well as support augmentation systems like EGNOS for improved performance.

GSA/NP/37/18 focused on the development of a firmware upgrade on the pre-existing Collins GLU-2100 receiver product line, incorporating advanced features like H-ARAIM and DFMC SBAS, with successful in-flight demonstrations confirming its operational readiness.

GSA/NP/04/15 emphasized the integration of Galileo signals into aviation, development of a compact, high-performance receiver, and successful prototype testing on ATR aircraft. The project also aimed for broader applicability, including potential use in helicopters and rail transport.

Leveraging on the work performed by these projects, and in order to ensure fair competition conditions and level playing field within this procurement, the following measures are being put in place:

- Access to relevant project documentations, hereinafter referred to as “Proprietary Information” will be provided to the entities invited to participate in Phase II of the procurement to aid the Receiver architecture trade-off and design activities. For the purpose, the following document will be provided upon signature of Non-Disclosure Undertaking (NDU) as provided in Section 1.6. The Proprietary information shall include:
 - GSA/NP/37/18:
 - DD1-1 (Receiver Requirements);
 - DD1-2 (Receiver Architecture trade offs);
 - DD1-4 (Receiver Architecture);
 - DD1-5 (Technical Notes for Trade-Off Results).
 - GSA/NP/04/15:
 - DD1-1 (Receiver Requirements);
 - DD1-2 (Receiver Architecture trade offs);
 - DD1-4 (Receiver Architecture);
 - DD1-5 (Technical Notes for Trade-Off Results).

³ [Contract Notice published in the Official Journal of the European Union](#)

⁴ [Contract Notice published in the Official Journal of the European Union](#)

1.6 Non-Disclosure Undertaking

The Tenderer (including any group member and sub-contractor) participating in this procurement procedure shall treat with confidentiality any information and documents, disclosed in any form, in writing or orally, in relation to the procurement procedure.

The Prime Tenderer or the group Coordinator will be given access to the Proprietary Information, which is relevant for drafting the Tender and will be submitted as part of the invitation for Phase II of the procurement. Access will be granted only upon signature of a Non-Disclosure Undertaking ('NDU') and delivery of the documents identified below together with the request to Participate in Phase I. EUSPA will dispatch Proprietary Information in electronic form only together with the invitation for Phase II.

The NDU must be signed only by the Prime Tenderer or the group Coordinator. The Prime Tenderer or group Coordinator, with the signing of the NDU, further irrevocably and explicitly declares to ensure that the provisions under the NDU shall apply wholly and unconditionally to any members of the group and/or any of the sub-contractors and any personnel it may draw on for the preparation of the Tender.

For this purpose, the Prime Contractor or group coordinator shall submit:

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

The Tenderer should submit the documentation together with its Request to Participate. If only electronic submission is chosen, the NDU must be signed electronically with a Qualified Electronic Signature (QES) of the Tenderer. This electronic signature must be provided by a provider which has a qualified status granted by a national competent authority of an EU Member State and which is listed in the national eIDAS Trusted Lists and the EU List of eIDAS Trusted Lists (LOTL) (available at [eIDAS Dashboard \(europa.eu\)](https://eidas.europa.eu)).

Before disclosure of Proprietary Information to their sub-contractors, the Tenderer shall ensure that such sub-contractors:

- Have proven need to know for the purpose of participation / supporting Tenderer's offer in the present procurement procedure;
- Are bound by provisions equally onerous to those of the NDU signed by them, and
- Fulfil the conditions for Access to Procurement of the present Tender Specifications as per Section 7 below.

EUSPA may further request submission of the NDU signed by the sub-contractors for verification.

Without prejudice to further legal measures, exchange of any Proprietary Information subject to NDU with any entity who has not previously signed the relevant NDU may lead to exclusion from the procurement procedure under the discretion of the Contracting Authority.

Agreements previously signed by economic operators for access to Proprietary Information not related to this procurement are not regarded as fulfilling the present requirements for the NDU.

Entities having received information under NDU as described in this Section, which decide not to submit a Tender, must, within 15 (fifteen) working days from the deadline for submission of Tenders (see table in Section 2.1), follow the obligations detailed in Article 4 of the NDU.

Likewise, an unsuccessful Tenderer is required to follow the obligations detailed in Article 4 of the NDU, within 15 (fifteen) working days after the receipt of notification stating that it has not been selected. Likewise, if the procedure is cancelled, the Tenderer is required to follow the obligations detailed in Article 4 of the NDU, within 15 (fifteen) working days after the receipt of notification of the cancellation of the procedure.

Further, the Prime Tenderer or group Coordinator must use all reasonable endeavours to ensure compliance with Article 4 of the NDU by any entity that received Proprietary Information as a result of the NDU signature.

1.7 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.

- 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”);
- 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)⁵;
- Horizon Europe Regulation: Regulation (EU) 2021/695 of the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe – the Framework Programme for Research and Innovation, laying down its rules for participation and dissemination, and repealing Regulations (EU) No 1290/2013 and (EU) No 1291/2013;

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:

- 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;
- 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);
- 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.

⁵ https://www.euspa.europa.eu/sites/default/files/gsa_financial_regulation_2019_signed.pdf

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 Phases of the procurement procedure

The procurement procedure will be structured in the following phases:

2.1.1 Phase I: Request to participate and selection phase

Phase I of this procurement aims at selecting Candidates compliant with the exclusion and non-rejection criteria, access to procurement rules, selection criteria and minimum requirements specified in the present document and its annexes. These documents aim at providing Candidates with sufficiently detailed information on the scope and main driving requirements of the procurement.

2.1.2 Phase II: Submission of Initial Tenders and negotiations

Following the evaluation in Phase I, pre-selected Candidates will be invited to submit an Initial Tender for Phase II, while unsuccessful Candidates will be notified of the outcome of Phase I evaluation.

Initial Tenders will be evaluated by the Evaluation Committee on the basis of the award criteria set in Section 12 below for the purposes of establishing the list of Tenderers with whom negotiations will be carried out - in this case the tenders will be assessed only the qualitative award criteria, the financial proposals shall be reviewed for consistency / completeness, but no ranking shall be made as per Section 13.6.

Candidates/Tenderers are informed that the outcome of the Initial Tenders evaluation is not aimed at establishing the preferred proposal and it is without prejudice to the evaluation of any further (subsequent) Proposal, including the Best and Final Offer (BAFO).

Candidates/Tenderers are hereby informed that:

- a. The negotiation meetings will be initiated on the basis of the evaluation of the Initial Tender and by taking stock of its contents. No negotiation shall be held on the minimum requirements.
- b. As a result of the evaluation of the Initial Tender the Agency reserves the right not to invite Tenderers to the negotiation phase.
- c. EUSPA reserves the right to have further stages of negotiations and further iterative tendering, including the right to reduce the number of tenders to be negotiated by applying the award criteria specified herein pursuant to Point 6.5 of Annex I of the FR.
- d. If there is only one Candidate invited to Phase II, EUSPA may choose to proceed in the negotiation even with such single Candidate/Tenderer, being understood that this does not warrant or imply that any Contract will be finally awarded.
- e. On the basis of the development of the negotiation phase the EUSPA will declare at its own discretion the closure of Phase II and launch of Phase III (described in Section 2.1.3).
- f. Principles of equal treatment and non-discrimination will be strictly followed.

- g. EUSPA reserves the right to award a contract on the basis of the initial tender without negotiation according to the second subparagraph of the Art 167 (4) of the FR.

Candidates/Tenderers are furthermore informed that considering the evolving nature of the DFMC standards the Tender Specifications for Phase II and the Draft Contracts may be modified and updated as needed. In case such modifications will occur, the Contracting Authority reserves the right to request to the Tenderers to submit subsequent tenders, for the purposes of consolidating the Tenderers negotiation position, without these subsequent tenders being subject matter of evaluation under the award criteria in Section 12 below.

2.1.3 Phase III: Best and Final Offer and award of the Contracts

Following the negotiation in Phase II, Tenderers will be requested to submit their Best and Final Offer (BAFO) on the basis of the final Tender Specifications issued by EUSPA.

The final (BAFO) Tender Specifications and Draft Contract might differ from the Phase II technical specifications to take into consideration:

- The outcome of the negotiations held in Phase II;
- Changes to the reference documentation, following the update occurred due to the normal evolution of the Programme (e.g. the operations and evolution of the infrastructure will continue in parallel to the tendering process, and the associated documentation might be more advanced/refined at Phase II – aim is to provide the bidders the best picture of the System)
- Changes triggered by request for clarifications (e.g. clarifications of requirements) and/or due diligence (e.g. additional reference documentation required) during phase II.

Candidates/Tenderers are hereby informed that:

- a. The BAFOs shall contain all the elements required and necessary for the performance of the contract.
- b. At the request of EUSPA, BAFOs may be clarified provided this does not involve substantial changes to the tender or to the procurement documents, and/or result into variations which could distort competition or have a discriminatory effect.
- c. The Evaluation Committee will evaluate the BAFOs on the basis of the award criteria laid down in the Tender Specifications and the award decision and rejection will be communicated to the Tenderers.
- d. The award decision is subject to standstill period lasting until 10 calendar days have elapsed from the day after the simultaneous dispatch of the rejection and award notification letters. Following the elapse of stand-still EUSPA and the successful Tenderer may enter into Contract.
- e. The Contract award notice will be published in the Official Journal of European Union following the signature of the Contract.

2.2 Timeline

Phase	Action	Date	Applicable conditions and further comments
Phase I Selection Phase (Request for participation and selection of Candidates)	Submission of Contract Notice for publication in OJ	20/08/2025	All documents of the Invitation to Participate will be available via the F&T Portal , as well as on EUSPA website at https://www.euspa.europa.eu/opportunities/procurement .
	Last date for submission of requests for clarifications on Phase I to EUSPA	26/09/2025	Please refer to Section 15.9 of these Tender Specifications. Requests to be sent in writing only through the abovementioned F&T Portal link in the “Question and answers” tab, by clicking “Create a question”.
	Last date of publications of clarifications	30/09/2025	Please refer to Section 15.9 of these Tender Specifications. All clarifications will be published at the abovementioned F&T Portal link. Tenderers are invited to check the above-mentioned F&T Portal link on a regular basis.
	Deadline for submission of requests to participate	06/10/2025	According to conditions of submissions set out in Section 15 of these Tender Specifications.
	Evaluation process of Phase I	Estimated mid-November 2025	Please note: during this period of time the Candidate may be requested to answer clarification questions posed by the Evaluation Committee, with short deadlines for responses.
Phase II – Initial Tenders and negotiation Phase (Submission	Invitation to participate in Phase II (dispatch of tender documents to the preselected Candidates); Notification to unsuccessful Candidates	Estimated December 2025	

Phase	Action	Date	Applicable conditions and further comments
of Initial Tenders and negotiations)	<i>Last date for submission of requests for clarifications on Phase II to EUSPA</i>	<i>estimated 21/01/2026</i>	<i>Requests to be sent in writing only to:</i> tenders@EUSPA.europa.eu <i>Exact period will be confirmed in the Tender Specifications of Phase II of the procurement procedure</i>
	<i>Last date of publications of clarifications</i>	<i>estimated 23/01/2026</i>	<i>All clarifications will be sent to the pre-selected Candidates</i> <i>Exact period will be confirmed in the Tender Specifications of Phase II of the procurement procedure</i>
	<i>Deadline for reception of Initial Tenders</i>	<i>estimated 29/01/2026</i>	<i>Exact period will be confirmed in the Tender Specifications of Phase II of the procurement procedure</i>
	<i>Period of evaluation of Initial Tenders</i>	<i>estimated February/March 2026</i>	
	<i>Negotiations</i>	<i>estimated April 2026</i>	<i>Please note that EUSPA reserves the right to have further stages of negotiations and further iterative tendering as specified in Section 2.1.2 above.</i>
Phase III Best And Final Offer phase and award of the Contract	<i>Invitation to submit Best And Final Offers (BAFOs)</i>	<i>estimated May 2026</i>	
	<i>Submission deadline for BAFO</i>	<i>estimated June 2026</i>	<i>Exact period will be confirmed in the Tender Specifications of Phase III of the procurement procedure</i>
	<i>Evaluation and Award decision</i>	<i>estimated July/August 2026</i>	
	<i>Signature of Contract</i>	<i>estimated September 2026</i>	

<i>Phase</i>	<i>Action</i>	<i>Date</i>	<i>Applicable conditions and further comments</i>
	<i>Start of Contract (Kick-off meeting)</i>	<i>estimated September 2026</i>	

Table 1: Procurement Timetable

3 Envisaged Contractual Approach

The objective of this procurement is to conclude two (2) Direct Contracts with a maximum duration of 60 months, as described in Section 3.1.4.

A Contract will be awarded to the two tenderers having obtained the 1st the 2nd highest score pursuant to the calculation of Final score and ranking of tenderers described in Section 13.6.2.

In Direct Contracts, all the terms governing the provision of the services, supplies or works are defined at the outset. Once signed, they can be implemented directly without any further contract procedures.

3.1 Main Contractual provisions

3.1.1 Language of the Contract

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

3.1.2 Volume and value of the Contract

The maximum total value of all purchases under each of the Contract is EUR 4,000,000 (four million euros), for the whole duration of each Contract.

The indicated budget includes the budget volume for all activities under each Contract, including indexation and options.

3.1.3 Place of Performance

The place of performance of the tasks shall be the Contractor's premises.

Meetings and reviews with the Contracting Authority shall be held via videoconferences, unless specified otherwise in the tender documentation. Some specific contract coordination/other meetings (i.e. KO and AR) shall be held by a meeting with physical attendance in the Contracting Authority's Headquarters in Prague, unless otherwise requested by the Contracting Authority.

3.1.4 Duration

The expected duration of each Contract is 60 months, including 24 months of warranty.

3.1.5 Ownership

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

3.1.6 Subcontracting requirements

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

3.1.7 Background Intellectual Property Rights

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

3.1.8 Foreground Intellectual Property Rights

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

3.1.9 Right of the Agency to suspend the performance of the Contract

As DFMC-related standards are still under consolidation and thus subject to evolution, and in order to ensure that a sufficiently mature version of such standards will be incorporated in the receivers, an option for the Agency to suspend the performance of the Contract for up to twelve months after the Design Key Point milestone is included in the Contract. The detailed provisions are provided in the Draft Contract (Annex II to the ITT).

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)⁶. 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 entities belonging to the same Undertaking⁷ submit separate Tenders.

No more than one Tender can be submitted 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 as a Tenderer / group Leader / group Member, all Tenders in which that entity has participated in such roles will be rejected.

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

Subcontractors can participate in several Tenders 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 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” 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) 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.

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 4).

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

⁶ Each economic operator participating in the joint tender is referred to as “group member”.

⁷ For definition, see Section 16, Table 9: Definitions.

entities for the purpose of this procurement as well as a description of the Undertaking⁸ 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.⁹

The above rules apply also where the economic operators on whose capacities the tenderer relies to fulfil the selection criteria belong to the same Undertaking 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.

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 11, 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.

⁸ For definition, see Section 16, Table 9: Definitions.

⁹ 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.

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 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 Guidelines¹⁰ ("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.¹¹

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

¹⁰ 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=uris-erv:OJ.C.2023.259.01.0001.01.ENG>

¹¹ See points 352 to 357 of the Guidelines.

potential and/or actual competitors may still be allowed if the joint bid provides significant efficiencies compared to the potential individual bids (see below).¹²

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):¹³

- 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.

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.

¹² See point 358 and 359 of the Guidelines.

¹³ See point 358 of the Guidelines.

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 Undertaking.
- 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 subcontractor 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 10.
- (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 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 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.

5.1.2 Use of Commercial Off-The-Shelf products

Suppliers of Commercial Off-The-Shelf (COTS) products shall not be considered subcontractors to the extent that they are engaged by the Tenderer / Contractor to perform tasks or provide services that are not specifically part of the scope of this Contract.¹⁴

For the purpose of these provisions, the term “suppliers” (of COTS) encompass:

- a. Original Equipment Manufacturers (hereinafter “OEMs”)¹⁵; and
- b. Re-Sellers.¹⁶

The Tenderer / Contractor shall submit, as part of its technical proposal, a list of COTS to be used for the purpose of the Contract, clearly identifying:

- a. Their intended use within the scope of the tender or the Contract; and
- b. Whether the suppliers thereof are OEMs or Re-Sellers.

Tenderers’ attention is drawn to the fact that should the list of COTS not be known at the moment of tender submission, it should be provided during contract execution as part of the contractor’s obligations under the contract. Equally, during contract execution, the list shall be regularly updated and any update shall be notified to the Contracting Authority for approval.

Where the use or the incorporation of specific COTS in the operational systems of the Union involves aspects or presents risks relevant to the security, integrity and resilience of such Systems (“security-relevant COTS”), the following provisions shall apply:

- (a) The Tenderer / Contractor shall submit for each of the security-relevant COTS, as identified in the list, an analysis of the aspects possibly affecting the security, integrity and resilience of the Union systems, depending on the use of the specific proposed COTS.
- (b) The Contracting Authority reserves the right to issue specific requests for clarifications in relation to such analysis.
- (c) The Contracting Authority, as part of its discretion in evaluation and in compliance with the applicable law, reserves the right to qualify a proposed COTS as security-relevant and to provide prompt notification thereof to the Tenderer.

¹⁴ In accordance with Article 2(67) of the Financial Regulation, “subcontractor” means an economic operator that is proposed by the tenderer or contractor to perform part of a contract. Please also refer to section 5.1 of these Tender Specifications.

¹⁵ The term “OEMs” refers to companies that design or formulate a product (determining its essential characteristics) and produce, either through a contracted manufacturer or directly, the product which the OEM then either brands as its own or incorporates into its own branded product. The OEMs sell their branded products either directly to independent buyers, the latter being end-users or to Re-Sellers.

¹⁶ The term “Re-Sellers” refers to suppliers selling the COTS to end-users or other intermediaries, typically adding a margin of profit and encompassing: (i) vendors of new products distributing or purchasing them from OEMs or other intermediaries; and (ii) second-hand market providers purchasing used products from previous end-users or other intermediaries.

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 Contract, the Contractor shall have to achieve, in the course of the execution of the contract, a **minimum 5% share of sub-contracting to be awarded in competitive tendering** outside the Undertaking. Any derogation from this requirement shall be duly justified.

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 Q4.

The Tenderers' attention is drawn to the fact that the participation of startups¹⁷, new entrants and Small and Medium Size Enterprises (SMEs)¹⁸ 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 Q4 as per Section 12.1 13.6.1 below.

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

For the purpose of evaluation, the target share of subcontracting as referred above shall be considered in relation to total Tender price.

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;

¹⁷ 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.

¹⁸ 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)

- 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 involved and their place of establishment;
- The competitive tendering performed;
- The proportion for each subcontracted task (in %) in relation to the Total Price in order to demonstrate compliance with the above-mentioned requirements.

As a proof of competitive subcontracting, tender(s), including a thorough visibility of the technical and financial offer of consulted entities outside of the Undertaking (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 Contract.

If the competitive procurement procedures are completed only during contract execution, the concluded subcontracts shall not lead to a change of the Contract 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 of 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 Contract.

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 in this procurement shall be open on equal terms to Tenderers (i.e. Sole / Prime Tenderers, group leaders / members) (natural and/or legal persons) under the conditions set out in Article 179 FR (i.e. those established in the territory of the Member States of the EU or in a third country which has a special agreement with the EU in the field of public procurement, when applicable to the Agency, under the conditions laid down in that agreement). Furthermore, such Tenderers may rely on subcontractors established outside of the EU subject to other applicable provisions of these Tender Specifications.

Please note that the Agreement on Government Procurement¹⁹ concluded within the World Trade Organisation does not apply to procurement conducted by EU Agencies including the present procedure.

Participation is further open to international organisations and to economic operators established in Norway and Switzerland.

Economic operators referred to above are considered established in the EU/Norway/Switzerland when they are formed in accordance with the law of an EU Member State/Norway/Switzerland and have their central administration or registered office or principal place of business in an EU Member State/Norway/Switzerland (if legal persons), or they are nationals of one of the EU Member States/Norway/[Switzerland (if natural persons).

To evidence compliance with the Participation Conditions, Tenderers 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](#)),²⁰ and
2. Extract of the inclusion in a trade or professional register, or certificate, membership of a specific organisation, or equivalent.

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

¹⁹ https://www.wto.org/english/tratop_e/gproc_e/gp_gpa_e.htm.

²⁰ 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.

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 persons²¹ 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.sanc-tionsmap.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
2. All economic operators shall fill-in the dedicated Section in the Declaration of Honour (Annex I.B).

²¹ Respective relevant persons are meant the natural or legal persons indicated in section 4 of 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 Contract.

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 continue to fulfil the Rejection Criteria throughout the entire duration of this procurement procedure and for the entire duration of the ensuing Contract.

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.

In the Cover Letter, the Tenderers shall notify to the Contracting Authority the foreign financial contribution received by the Tenderers, group members and subcontractors in the last three years prior to such notification or, in case such contribution are not notifiable pursuant to Article 29(1) of Regulation (EU) 2022/2560²² a declaration listing all foreign financial contribution received and confirming that such contribution are not notifiable in accordance with the relevant implementing acts adopted on the basis of Article 47 (1) of that Regulation.

In accordance with Article 4(3) of Regulation (EU) 2022/2560, foreign financial contributions of which the total amount per third country concerned is lower than the amount of de minimis aid as laid down in Article 3(2) of Commission Regulation (EU) 2023/2831²³ over the consecutive period of three years preceding the notification, shall not be listed in such declaration. Foreign financial contributions shall be notified, except otherwise provided, in accordance with the relevant implementing acts adopted on the basis of Article 47(2) of Regulation (EU) 2022/2560.

To evidence compliance with the Rejection Criteria,

1. Tenderers shall provide the relevant statement in the Cover Letter (see above); and
2. All economic operators shall fill-in the dedicated Section in the Declaration of Honour (Annex I.B).

²² Regulation (EU) 2022/2560 of the European Parliament and of the Council of 14 December 2022 on foreign subsidies distorting the internal market.

²³ Commission Regulation (EU) 2023/2831 of 13 December 2023 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid.

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 Contract.

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 FR, 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 (L1)

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:

3. Identification Form (template available at: [Business partners – legal entities and bank accounts - European Commission](#)),²⁴ and

²⁴ 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.

4. 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 (L2)

10.1.2.1 Conflicting Interest of the Contractor

At the time of submission of the Tender and during the term of the Contract, 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 Contract. 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 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).

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 (F1)

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 (F2)

The Tenderer must have a minimum yearly turnover of EUR 2,000,000.00 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

The Tenderer shall demonstrate experience in performing recent and comparable services.

- 10.3.1.1 **T1: Relevant experience related to conducting technical studies for the domain covered by the tender (i.e. aviation) in the field of GNSS standardisation activities (such as results of studies presented to RTCA/EUROCAE, ICAO, IEC, etc.).**

To evidence compliance with this criterion, the Tenderer shall submit at least 2 relevant references where the tender must have been involved (during the last 5 years) covering the areas listed and with a size and complexity similar to the present contract, being responsible through its own resources for at least 15% of the handling of the tasks included. The references must provide the following project information:

- Title
- Start and end dates
- Client's name and contact person, including contact details (if possible)

- Information whether public or private insofar as not subject to mandatory restrictions due to classification or confidentiality requirements which shall then be clearly indicated

10.3.1.2 T2: Relevant experience in the field of GNSS navigation message authentication including:

Efficient cryptographic algorithm implementation, including cryptographic keys lifecycle management, and secure key storage and protection in constrained environments (e.g. low power, limited CPU).

Drafting, review, or update of policies, procedures, specifications or technology needed to manage digital certificates in a public key cryptography scheme.

To evidence compliance with this criterion, the Tenderer shall submit at least 1 relevant reference where the tender must have been involved (during the last 5 years) covering the areas listed and with a size and complexity similar to the present contract, being responsible through its own resources for at least 15% of the handling of the tasks included. The references must provide the following project information:

- Title
- Start and end dates
- Client's name and contact person, including contact details (if possible)
- Information whether public or private insofar as not subject to mandatory restrictions due to classification or confidentiality requirements which shall then be clearly indicated.

10.3.1.3 T3: Relevant experience in conducting technical studies in the field of design and development of GNSS receiver for the domain covered by the tender (i.e. aviation) including:

Knowledge/experience in GNSS and/or SBAS and/or H-ARAIM, developing integrity algorithm/platforms of this type (including safety aspects), and in SiS. Integration of complex systems, including hardware and software parts.

To evidence compliance with this criterion, shall submit at least 1 relevant reference where the tenderer must have been involved (during the last 5 years) covering the areas listed and with a size and complexity similar to the present contract, being responsible through its own resources for at least 15% of the handling of the tasks included.

The references must provide the following project information:

- Title
- Start and end dates
- Client's name and contact person, including contact details (if possible)
- Information whether public or private insofar as not subject to mandatory restrictions due to classification or confidentiality requirements which shall then be 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.

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 Contract.

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 (M1)

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 Access to standards (M2)

The tender shall provide a confirmation that it has access to all the following standards or will gain access at Contract award:

- Aviation related:
 - RTCA DO-229, RTCA DO-235, RTCA DO-292, RTCA DO-373, EUROCAE ED-259 & ICAO SARPS Annex 10, Vol1
- Certification related:
 - RTCA DO-178, RTCA DO-254, RTCA DO-160, SAE ARP-4754

11.3 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.

12 Award Stage

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 below.

12.1 Qualitative Award Criteria

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

The evaluation of the technical quality will be based on the ability of the Tenderer to perform the 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 (fifty) points for the initial proposal and 60 (sixty) points for the subsequent or final proposal (of a maximum of 100 points) against the qualitative award criteria or less than the minimum points indicated for any of the criteria will be rejected without evaluation of the financial offer.

Where an award criterion is divided into subcriteria presented under bullet points in the table below, all subcriteria shall have equal weighting, except if expressed differently.

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 criterion	Description of criteria	Minimum points Phase II	Minimum points Phase III	Maximum points
Q1	Credibility and quality of the proposed schedule and management approach for the delivery of the deliverables	- Adequacy of the allocation/distribution of the tasks within the project organization - Adequacy of management approach and efforts related to each task - Adequacy and justification of the proposed project plans / schedule and support to standardization activities	10	13	20
Q2	Quality and suitability of the technical solution proposed to design and develop the Receiver	Adequacy of the reflection of the EUSPA's technical requirements, critical review thereof and the proposed approaches and solutions, in particular in equal order of relevance/weighting: - Quality and credibility of the design, development and maintenance approach; - Suitability of the proposed receiver architecture in order to meet the flexibility needed to cope with the injection of requirements and inputs during the project; - Adequacy of the verification and validation approach, including suitability of test tools;	30	35	55
Q3	Credibility and appropriateness of costing	- 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	3	5	10

		the cost structure requirements set in the Tender Specifications and measures to control the cost.			
Q4	Competitive sub-contracting plan and subcontractor's management	Quality and maturity of the plans required under Section 15.6 of the Tender Specifications: - Quality and maturity of the plan to ensure compliance with the Supply Chain requirement under Section 15.6 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 technologies, services, processes entrusted to start-ups and SMEs and relevant justifications.	2	2	5
Q5	Level of stated compliance to the contractual baseline and relevance of justifications where applicable	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.	5	5	10
	Total		50	60	100

Table 2: List of Qualitative Award Criteria

12.2 Financial Award Criteria

12.2.1 General

The tenders will be evaluated with regard to their Financial Proposals, which shall be submitted in the form provided in Annex I.F.1

In order to allow for a comparison of the offers, Tenderers are requested to submit Financial Proposal following the financial proposal template (Annex I.F.1) which shall be duly filled in, initialled, dated and signed by the Tenderer, without any omission or addition with regard to the original format. Omissions or additions with regard to the original format may lead to rejection from the tender procedure.

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

12.2.1.1 Total Price for Evaluation Purposes of the Tender

For evaluation purposes, the “Total Price for Evaluation Purposes of the Tender” will be computed using the financial proposal template (Annex I.F.1). The “Total Price for Evaluation Purposes of the Tender” will include the prices of all activities to be performed under the Contract.

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

$$\text{Financial Evaluation Score of Tender X} = \left(\frac{\text{cheapest total price}_{\text{evpt}} \text{ received}}{\text{total price}_{\text{evpt}} \text{ of Tender X}} \right) \times 100$$

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 10 above), the financial evaluation will be calculated using the following formula:

$$\text{Financial Evaluation Score of Tender (single Tenderer)} = \left(\frac{\text{reference value}}{\text{total price}_{\text{evpt}} \text{ of the Tender}} \right) \times 100$$

$$\text{reference value} = \text{EUR 3,875,000.00}$$

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 sign 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, may lead to rejection from the procurement process. 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 7.1. above.	As evidenced by proof provided for under criterion L1. Filled-in dedicated Section in the Declaration of Honour (Annex I.B).	All economic operators, as provided in Section 7.1.
A2	EU Restrictive measures Entity must meet the conditions as per Section 7.2 above.	Cover Letter statement. Filled-in dedicated Section in the Declaration of Honour (Annex I.B).	All economic operators, as provided in Section 7.2.

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. Error! Reference source not found.

Table 3: 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.	As per the provisions in Section 9.	All economic operators, as provided in Section 9.

Table 4: 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.

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 professional conflicting interest Compliance with Section 10.1 above	Statement of compliance in the dedicated Section of the Declaration of Honour (Annex I.B); and the evidence required in Section 10.1.2 .	All economic operators, as provided in Section 10.1.2 .
L3	Non-Disclosure Undertaking signature as per Section 1.6	As per the provisions in Section 1.6	All economic operators, as provided in Section 1.6

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.	Duly filled in Financial Statements relating to the Selection Stage in [Annex I.E]. Submission of a copy of the Tenderer’s annual accounts (profit and loss account, notes on the	The Tenderer, including its Core Team (cumulatively) in accordance with Section 4.2 .

Ref #	Economic and Financial Capacity Criteria	To be Evidenced by:	Applicable to:
		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.	
F2	The Tenderer must have a minimum yearly turnover of EUR 2,000,000.00 in the last three years preceding the year of launch of the present procurement procedure.	Duly filled in Financial Statements relating to the Selection Stage in [Annex I.E]. Submission of a 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.	The Tenderer, including its Core Team (cumulatively) in accordance with Section 4.2.

Table 5: 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 related to conducting technical studies for the domain covered by the tender (i.e. aviation) in the field of GNSS standardisation activities (such as results of studies presented to RTCA/EUROCAE, ICAO, IEC, etc.).	At least 2 relevant references where the tender must have been involved (during the last 5 years) covering the areas listed and with a size and complexity similar to the present contract, being responsible through its own resources for at least 15% of the handling of the tasks included. The references must provide the following project information: - title, - start- and end-dates, - client's name and contact person including contact details (if possible), - information whether public or private insofar as not subject to mandatory restrictions due to classification or confidentiality requirements which shall then be clearly indicated.	The Tenderer, including its Core Team (cumulatively) in accordance with Section 4.2 .

Ref #	Technical and Professional Capacity Criteria	To be Evidenced by:	Applicable to:
T2	Relevant experience in the field of GNSS navigation message authentication including: Efficient cryptographic algorithm implementation, including cryptographic keys lifecycle management, and secure key storage and protection in constrained environments (e.g. low power, limited CPU). Drafting, review, or update of policies, procedures, specifications or technology needed to manage digital certificates in a public key cryptography scheme.	At least 1 relevant reference where the tender must have been involved (during the last 5 years) covering the areas listed and with a size and complexity similar to the present contract, being responsible through its own resources for at least 15% of the handling of the tasks included. The references must provide the following project information: - title, - start- and end-dates, - client's name and contact person including contact details (if possible), - information whether public or private insofar as not subject to mandatory restrictions due to classification or confidentiality requirements which shall then be clearly indicated.	The Tenderer, including its Core Team (cumulatively) in accordance with Section 4.2.

Ref #	Technical and Professional Capacity Criteria	To be Evidenced by:	Applicable to:
T3	Relevant experience in conducting technical studies in the field of design and development of GNSS receivers for the domain covered by the tender (i.e. aviation) including: Knowledge/experience in GNSS and/or SBAS and/or H-ARAIM. Knowledge/experience in developing integrity algorithm/platforms of this type (including safety aspects). Knowledge/experience in SiS. Integration of complex systems, including hardware and software parts.	At least 1 relevant reference where the tender must have been involved (during the last 5 years) covering the areas listed and with a size and complexity similar to the present contract, being responsible through its own resources for at least 15% of the handling of the tasks included. The references must provide the following information shall also include: - title, - start- and end-dates, - client's name and contact person including contact details (if possible), - information whether public or private insofar as not subject to mandatory restrictions due to classification or confidentiality requirements which shall then be clearly indicated.	The Tenderer, including its Core Team (cumulatively) in accordance with Section 4.2.

Table 6: 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.	Corresponding statements of compliance in the Declaration of Honour – [Annex I.B].	All economic operators participating in this procurement, i.e. primes, each group member and any proposed sub-contractors.

Ref #	Minimum requirements	To be evidenced by:	Applicable to:
M2	The tender shall provide a declaration of ensuring access or that during the contract implementation it will have access to the following standards: <u>Aviation related:</u> RTCA DO-229²⁵, RTCA DO-235²⁶, RTCA DO-292²⁷, RTCA DO-373²⁸, EUROCAE ED-259²⁹ & ICAO SARPS Annex 10, Vol1³⁰ <u>Certification related:</u> RTCA DO-178³¹, RTCA DO-254³², RTCA DO-160³³, SAE ARP-4754³⁴	The tenderer shall provide a declaration confirming that it has access to all the listed standards or will gain access at Contract award.	The Tenderer, including its Core Team (cumulatively) in accordance with Section 4.2.
M3	The Receiver shall be at least at TRL7 maturity.	Commitment in the tender and to be demonstrated in contract implementation	Tenderer (all members of consortium and proposed subcontractors cumulatively).

Table 7: 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 **Error! Reference source not found.** 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 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 60 (sixty) points** (of a maximum of 100 points) against the qualitative award criteria or **less than the minimum points 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 two Contracts will be awarded to the two 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 **70/30** basis and will be calculated using the following formula:

SCORE FOR TENDER= 70% of Qualitative Evaluation score + 30% of Financial Evaluation score

A ranking list of all Tenderers will be established based on the “score for tender” formula above.

Should the outcome of the formula lead to two or more tenders with the same result, the tenders with lower price will be ranked higher than the tenders with higher price.

14 Award of the Contract and standstill period

The Contracting Authority will award the contracts 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 Tenderer(s) 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, preferably **ENGLISH**.

15.6 Content of the Request to Participate/Tender to be Submitted

The RtP/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 RtP/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.³⁵

Should the Tenderer omit to submit or submits evidence that is not compliant³⁶ 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 Content of the Request to Participate for Phase I

15.6.1.1 Administrative File (ENVELOPE I)

Each Request to Participate shall include an administrative file, containing:

1)	A cover letter , dated and signed by duly authorised representative of the Tenderer, including: • 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 and technical baseline);
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³⁵ 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 **Error! Reference source not found.** below.

³⁶ 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.

	• 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”) • 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). • 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 10.1.2 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.] 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).
6)	The duly filled in, signed and dated Financial Identification Form using the template available at: http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm In case of groups, only one financial identification form for the whole group should be submitted, nominating 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. Please pay attention to the supporting documents that should be submitted together with duly filled in Financial Identification Form.
7)	The duly filled-in and signed Non-Disclosure Undertaking using the template in [Annex I.G.]
Access to Procurement	

Exclusion / non -rejection Criteria	
8)	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	
9)	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: Business partners – legal entities and bank accounts - European Commission .
10)	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).

15.6.1.2 Technical File (ENVELOPE II)

Each Tender shall include a technical file, containing:

Ref. #	ENVELOPE 2 – TECHNICAL OFFER
(1)	<u>A Technical Request to Participate</u>, including at least the following: • One chapter presenting the industrial organisation of the Candidate, describing the Candidate and those subcontractors which are essential in order for the Candidate to be in a position to meet the selection criteria, and a concise but complete description of the proposed organisation including the role and responsibilities of the respective entities; • One chapter describing (and tracing to the evidence provided) the Candidate's experience in performing recent and comparable services, as required to fulfil criteria in Section 10.3.1 (T1, T2, and T3); • One chapter providing the required documents evidencing F1 and F2; • One chapter describing (and tracing to the evidence provided) the Candidate's compliance to the minimum requirements in Section 11.

15.6.2 Content of the proposal for Initial Tender (Phase II) and for the BAFO (Phase III)

15.6.2.1 Administrative File (ENVELOPE I)

Each Tender shall include an administrative file, containing:

Ref. #	ENVELOPE 1 – ADMINISTRATIVE DOCUMENTS
1)	A cover letter, dated and signed by duly authorised representative of the Tenderer, including: • 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 and technical baseline); • 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”); • 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). • 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 10.1.2 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)	In case of any changes compared to the previous phase of the procurement procedure in the situation of any of legal entities in the Tender, the delta administrative documentation as requested in Phase I. In case of the inclusion of any new entity in the Tender compared to the previous step of the procurement procedure, the complete administrative dossier for such entity as requested in Phase I.
3)	A statement of compliance to the draft contract and related justifications. With regard to the stated level of (non-)compliance to the draft contract, when partial compliance or non-compliance is stated, the tenderer is requested to (a) duly justify the reasons with a meaningful statements/explanations/reasoning, and (b) provide, if applicable, an alternative wording (failure to do so may lead to disregarding of the non/partial compliance). Please note that tenderers will be assessed, by virtue of the qualitative criterion Q5, on the level of their compliance and credibility of that stated justifications / quality of the proposed alternative wording.

15.6.2.2 Technical File (ENVELOPE II)

	FOLDER 2 – TECHNICAL OFFER
(1)	An Executive Summary (15 (fifteen) pages maximum), including the main elements of the tender (list not exhaustive): • Introduction, contents and layout of the entire tender; • Overview of the Technical Proposal, including a specification/documentation tree, a summary description of the proposed Contract; • Summary of the organisation and respective responsibilities within the proposed Consortium or Core Team, its interfaces to the Contracting Authority and its overall management approach.
2)	A Technical Proposal, including at least the following:

	The technical offer shall be structured in such a way that: • It clearly refers to the C and shall commit to the complete scope of the work of the present Tender Specifications, covering all the Technical Requirements as specific in this document and its annexes. • It includes one section per each award criterion, subdivided into subsections per sub-criteria. Each of these sections and subsections shall include the complete approach related to the respective award criteria and sub-criteria. The Contracting Authority reserves the right to evaluate the award criterion and sub-criteria only in respect of information provided in 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. • Each section should be structured in such a way that its content is consistent with and traceable between the contractual, management, and technical aspects along with the Financial Proposal. The technical offer shall include at least: • Approach for the delivery of the tasks, subject matter to the Contract, proposed organisation to be established for the purpose; • Proposed organisation and processes to be established for ensuring prompt reaction times upon requests of the Contracting Authority for specific contracts assignments; • Proposed measures to ensure the high quality of Deliverables - quality checks, internal reviews, quality controls implementation, (list is not exhaustive); presentation of the approach toward implementation of the quality performance elements as described in Section Annex I.I (SoW); • Proposed measures to ensure efficient and high-quality reporting; • Approach and measures for ensuring the availability of the necessary expertise and guaranteeing interruption of the services / limitation of the turnover of the proposed teams of experts; • A list of potential technical means/tools proposed to be used to conduct the technical studies; • Provision of a standardisation memo describing state of the art of GNSS/SBAS standardisation activities in the aviation; • A first draft Dissemination Plan identifying the relevant interlocutors, information to be presented and the activities to communicate objectives of the project with the goal of disseminating the results of the project, as envisaged in Task 6b (please refer to the SoW for further details);
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	• All relevant project plans, for which the contractor is encouraged to propose schedule optimizations, if possible (project and risk management, quality, engineering, PA, etc.) that will be finalized before the KO meeting; • The list of trade-off criteria (e.g. mass and power budgets, cost impact, performance, HW form factor, and flexibility) to be used for Task 2a (as defined in the SoW). These criteria will be then agreed with the EUSPA during the KO meeting, and they will be the base to compare each architecture option to perform the trade-offs. The Contractor shall aim to maintain the Receiver costs as low as possible in order to allow the widest possible market penetration; • a preliminary list of Receiver requirements and architecture trade-offs; • Additional critical issues and open points to be addressed in the trade-off activities envisaged in Task 2a (please refer to the SoW for further details). Such trade-offs shall cover at least interoperability, mode switching, user receiver equations, jamming and spoofing mitigation, scintillation mitigation, false lock mitigation, allowed user space and user differential group delay; • a critical assessment on how to address the target safety level in the implementation of the Receiver (e.g. which DAL level respect to DO-178C and which SWAL level respect to DO-254); • the definition of the implementation approach for the Receiver taking into account the use of commercial HW or already available HW platform in order to allow the flexibility required to adapt the architecture, during the work, to the standards developed in parallel in the frame of the WGs mentioned in Section 1.1; • an estimation of the compliance level of the Receiver developed, with respect to the ED-259B (even if these are not yet published). This estimation shall address in advance foreseen non-compliance (e.g. if the Contractor intends to develop a receiver with a limited Doppler range); • statement of compliance they commit to reach at the end the Contract for each Applicable Document ('AD') listed in Section 3 of the Annex I.I (SoW); • a preliminary list of the Testing Tools intended to be used or developed and their associated description. In case the Testing Tools are developed based on existing products owned by the Tenderer, their Software Assurance Level/qualification level shall be already stated in the proposal; • the approach to the flight trials campaign addressing schedule, set-ups, costs and representativeness level of the results;
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	• All the Tenderers, in their initial proposals for Tender Phase I, are also invited to critically review the study logic as described in Section 1.2 of the Annex I.I (SoW), together with the milestones' schedule for discussion during the negotiation rounds and to propose alternatives if such will be found more pertinent/efficient.; • Duly written, signed and dated Statement of Compliance with Section 4.1 of Annex I.I - SoW (template in Annex I.L). The Tenderer must fill-in Annex I.L and (i) confirm its full compliance and (ii) define its partial or non-compliance to the requirements and tasks described in this document and its technical Annexes. Any non-compliance or partial compliance must be explained and the level of compliance committed to be reached shall be indicated. • The Statement of Compliance with the Statement of Work shall include detailed justifications of the Tenderer's position, by referring to the section of its tender where such justification is developed/ further described. Tenderers are informed that their tenders will be assessed, by virtue of the qualitative criterion Q2, on the level of compliance to the technical baseline and the credibility of the related justifications.
	A list of COTS to be used for the purpose of the Contract, clearly identifying (a.) their intended use within the scope of the Tender / Contract, and (b.) whether the suppliers thereof are OEMs or Re-Sellers, as required under Section 5 above.

Table 9 – Folder 2 content – technical proposal

15.6.2.3 Financial proposal (ENVELOPE III)

Each tender shall include a financial offer, containing:

	FOLDER 3 – FINANCIAL OFFER
(1)	Duly signed and dated financial proposal using the template in Annex I.F, including: - Financial proposal, based on the template provided, duly filled and in line with the Tender Specifications, the tasks specified in SoW (Annex I.I) and the instructions in the template itself. - Cost sheets as defined below, using the template provided, for the Tenderer and each subcontractor.

(2)	Financial proposal summary and Pricing methodology in a separate document attached to the Financial Proposal Template, providing: - Description of the overall financial proposal - Financial Assumptions taken. - Pricing methodology/logic to arrive to define Firm Fixed prices, approach and justification of overheads, profit or/and any other financial provision (e.g. for indexation rate) in the proposal. - Description and list of prices, naming conventions. - Work Breakdown structure (WBS) in line with the requirements of the statement of work (defining some rules of composition). The WBS shall be structured and composed as a tree where each branch represents the necessary sub-set of activities and tasks to perform the project. - Industrial Organization and contractual structure (IOCS) necessary for the description of the industrial implementation and understanding of the Prime and members/sub-cos responsibilities in the execution of the WBS. - Prime and subcontractors shares for the baseline and/or options prices including indication of mandatory subcontractors and subcontractors selected in competitive tendering outside the Group. - Should any risks contingency be included in the unit prices by the Tenderer, the risk shall be included in the methodology, including risks description, likelihood and justification of the financial expected impact. Risk contingencies (if any) shall be individually listed when defining the rates in the CONTRACT financial proposal.
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Table 10 – Folder 3 content – financial proposal

The financial offer must respect the following conditions:

Price Type and Economic condition

All prices quoted in Annex I.F **Error! Reference source not found.** must be firm and fixed (FFP) and are not subject to revision throughout the duration of the Contract. The prices shall not be conditional and are binding for the Tenderer and shall include all costs and expenses, which are necessary for performance of the tasks.

These costs and expenses are indicatively: effort for all the tasks (including drawing up quotations and reports) necessary for their performance, including all costs (management of the project, coordination, quality control, support resources, Contractor's presence at meetings, etc.), all overheads (management of the firm, secretarial services, social security, wages, etc.) and all travel and linked accommodation costs necessary for the performance of the tasks described in the Statement of Work, incurred directly and indirectly by the Contractor in performance of the tasks within the scope of the Contract.

Each price offered by the Tenderer must be substantiated by submitting detailed Cost Sheets (Annex I.F.2) and price justification. The Agency reserves the right to set format, content and granularity requirements for the prices offered by the Tenderer.

The prices shall be quoted in 2024 economic conditions.

Price breakdown and cost of subcontracted activities

The Financial Proposal shall provide the price and work breakdown allowing a clear identification of:

- The price of the work packages of the WBS for the prime contractor and the sub-cos tasks, in a distinct manner.
- The sub-nodes of each Task specified in the SOW, extending and detailing the initial WBS at least to N-1 level (N is the proposed initial WBS structure) adding the work packages with their effort and prices information.

Mission rates

Rate for mission to Washington D.C. (USA) and to EU, including inbound and outbound travel costs and accommodation for 5 (five) working days shall be included in the financial proposal, which shall be applicable for the Contract, irrespective whether the consultants are made available by one or another consortium member or subcontractor.

Cost Sheets

The tenderer shall fill and submit to the Contracting Authority, as part of the financial proposal in Annex I.F.2, for the Prime and each sub-contractors, the procurement standard cost sheet forms.

The Tenderer and each of the subcontractors shall provide the “cost sheets” and they shall:

- i. Be duly filled in line with the cost sheet template as set in Annex I.F.2
- ii. Needs to 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. One PCS-A2 for the baseline and for each option:
 - a. A copy of the template form shall be made and named according to the baseline and /or option covered.
 4. **PCS-A2 Exhibit A**: to provide the granularity of each direct cost items indicated under Section 3 of the PCS-A2 form.
 5. **PCS-A2 Exhibit B**: to provide the travel planning and cost details (if required).
 6. **PCS-A8**: to provide the cost breakdown and price for each work-packages; the PCS-A8 form contains 12 columns corresponding to 12 different WPs; if more WPs are defined at the requested WBS-level, additional copies of the template can be made.

7. **Comments** form: to be added if needed (optional).
 8. **PCS-A4**: to provide the listing all Work Packages identified in the WBS. The purpose of this form is representing the price breakdown through the list all the WBS elements.
 9. **PCS-A6**: this form is only meant for the Prime and it provides the share among the prime and subcontractors, for the total price.
 10. **PCS-A15**: to provide the price projection (expenditure) versus the payment plan (Euro).
- iii. Shall follow the **instructions** included within the mentioned template for the relative tab (e.g. “Instructions PCS-A2” for PCS-A2 form). The instructions are defining the form items and the way those elements shall be calculated (for example, the *external services*, *overheads* and *profit*, which shall be applied only on the company own share of the costs, not on members/sub-cos prices).
 - iv. A PDF file of the filled in cost sheet, duly signed by the legal representative, and an associated excel file shall be submitted. In case of inconsistency the pdf shall prevail.

VAT exemption

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

Currency and exchange rates

The price tendered must be all-inclusive and expressed in Euro without VAT, including for countries which are not part of the Euro zone. The price quoted may not be revised in line with exchange rate movements. It is for the tenderer to 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 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.

15.9 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 2.2) according to the instructions laid down in the Invitation to Tender.
- Requests for additional information received after the deadline specified in Section 2.2 above cannot be processed.
- Any additional information will be published through the above-mentioned F&T Portal link (see Section 2.2). 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 Invitation to Tender.

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.

15.10 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.

15.11 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 Engineering department, engineering@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

Table 8: Abbreviations

Abbreviation	Definition
ARAIM	Advanced Receiver Autonomous Integrity Monitoring
COTS	Commercial-Off-The-Shelf
DFMC	Dual Frequency Multi-Constellation
DPO	Data Protection Officer
DO	Document (e.g., DO-229, DO-235)
EC	European Commission
ED	European Standard (e.g., ED-259)
EGNOS	European Geostationary Navigation Overlay Service
EU	European Union
EUROCAE	European Organisation for Civil Aviation Equipment
EUSPA	European Union Agency for the Space Programme
FR	Financial Regulation
FFP	Firm Fixed Price
FUP	Fixed Unit Price
GAL	Galileo
GNSS	Global Navigation Satellite System
HAS	High Accuracy Service
ICAO	International Civil Aviation Organization
IF	Identification Form
IP	Intellectual Property
IPR	Intellectual Property Right
ITT	Invitation To Tender
KO	Kick Off
MOPS	Minimum Operational Performance Standard
NDU	Non-Disclosure Undertaking
OEM	Original Equipment Manufacturer
OSNMA	Open Service Navigation Message Authentication
OJ	Official Journal
QES	Qualified Electronic Signature
RTCA	Radio Technical Commission for Aeronautics
SAS	Signal Authentication Service
SAE	Society of Automotive Engineers
SME	Small and Medium Enterprise
SoW	Statement of Work
TRL	Technology Readiness Level
TS	Tender Specifications
VAT	Value Added Tax

Table 9: Definitions

Abbreviation	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.
Undertaking	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.
Prime Tenderer / Contractor	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 a contracting party vis-à-vis the Agency and its sole point of contact.
Subcontractor or sub-contractor	An economic operator that is proposed by a candidate or tenderer or contractor to perform part of a contract.

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 Joint Bidding Power of Attorney
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 I.F.1	Template Financial Proposal
Annex I.F.2	Template Cost Sheets
Annex I.G	Template Non-Disclosure Undertaking
Annex I.H	Not used
Annex I.I	Statement of Work (SoW)
Annex I.J	Template Declaration for Background IPRs
Annex I.K	Template Statistical Reporting
Annex I.L	Statement of Compliance
Annex I.M	Template Declaration for Foreground IPRs (part1) Template Declaration for Foreground IPRs (part2)

Table 10: List of Annexes

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