

EUSPA/OP/02/25

“EGNSS Transversal Service Contractor”

Annex I to the Invitation to Tender (ITT)

“Tender Specifications”

Post Corr. 2

Ref.: EUSPA/OP/02/25 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 No. 839183-2025.

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

1.1.1 Role of EUSPA

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.

For what concerns Galileo, EUSPA has the role of Galileo Exploitation Manager and Galileo Service Provider, and is responsible for the operation, maintenance, continuous improvement, evolution and protection of Galileo infrastructure, in particular the ground-based centres and stations and networks, including upgrades and obsolescence management.

For what concerns EGNOS, EUSPA has the role of EGNOS Maritime and EDAS Service Provider.

1.1.2 Mission of the European GNSS Service Centre

The European GNSS Service Centre, E-GSC, is the element of the European GNSS infrastructure acting as the single interface between the system established under the Galileo programme and progressively other elements of the EU Space Programme (such as specific EGNOS services), on the one side, and the users of the different E-GNSS Services under the responsibility of EUSPA as service provider (with the exception of the Public Regulated Service – PRS) on the other side.

This centre is conceived as a centre of expertise, knowledge sharing, customised performance assessment, service status information, E-GNSS dissemination platform and support to the provision of value-added E-GNSS Galileo services.

To implement this mission, the E-GSC site, infrastructure and related operators will need to have interfaces with other key elements of the E-GNSS core infrastructure (e.g., Galileo and EGNOS), as well as with external entities.

The E-GSC is composed of a primary site in Spain and a backup site in France and the E-GSC infrastructure itself is composed of two main sections:

1. E-GSC Core Infrastructure section.

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.

2. E-GNSS Transversal Infrastructure section.

1.1.3 Mission of the E-GNSS Transversal Infrastructure

The E-GNSS Transversal Infrastructure is intended to cover the centralization of the users' interfaces for Galileo (excluding PRS) and EGNOS (excluding EGNOS SoL Aviation Service). This is achieved via the E-GSC web portal interface combining Galileo, EDAS and EGNOS maritime related user services, and E-DDS (E-GNSS Data Distribution Service) component for the terrestrial distribution of all E-GNSS data made available by EGNOS and Galileo, either non-real time and/or quasi real time.

The E-GNSS Transversal Infrastructure is composed of the following functionalities:

- E-GSC Web portal, including the E-GSC Help desk and the smartphone app back-end, allowing the E-GNSS users to access general contents, such as Galileo Programme Reference Documents, Galileo public Performance Reports, etc., and functionalities as well as the specific elements related to the services under EUSPA responsibility as Service Provider (Galileo Services plus EGNOS Maritime and EDAS). The E-GSC Help desk, which is intended for the E-GNSS users to send their specific questions and requests, can be accessed via the E-GSC Web portal.
- E-GNSS Data Distribution Service (E-DDS), which will provide GNSS users with a single web access point, under registration, to all E-GNSS data (real time and non-real time) enabled by the different EGNOS and Galileo services and related formats and protocols.
- E-GNSS Services Information, which will enable the generation of the relevant E-GNSS services information to be made available via the E-GSC web portal or to be used by the operators.
- E-GNSS Centre Of Expertise (CoE), which will provide an integrated Galileo and EGNOS support via the E-GSC web capabilities (e.g., an e-learning platform), a user workspace, which includes representative receivers, hardware, software tools and data archive at the disposal of industry, and an E-GNSS Service Demonstrator (ESD).
- Contribution to Ionosphere Prediction (CIP) Module, which is designed to provide timely notifications about upcoming ionospheric degradations, allowing GNSS users to take preventive actions, and thus reducing risks and potential costs.

For the management and operation of these functionalities the E-GNSS Transversal infrastructure includes:

- User Access Control module that will manage the access of the different users to the E-GNSS Transversal Infrastructure components and services.
- Centralized Monitoring and Control function that will interface also with the local Security Monitoring component (SECMON).

The E-GNSS Transversal Infrastructure is kept separate, both in terms of configuration and accreditation, from the E-GSC core section.

The performance of the service operations of the E-GNSS Transversal Infrastructure, including all levels of maintenance and cyber security, is the object of this Procurement.

Please note that the activities subject of this Procurement are currently covered by GSOp, under a contract with a broader scope (GSA/CD/14/14), which will end on 31 December 2026. The Incumbent Contractor is Spaceopal GmbH. Part of the activities concerned by this Procurement (EDAS and EGNOS Maritime) are currently covered by the framework contract GSA/CD/09/19 with European Satellite Services Provider S.A.S. ("ESSP") being the incumbent contractor.

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

1.2 Scope

The scope of this procurement procedure is to conclude a Direct Contract (hereinafter referred to as “the Contract”) for the performance of the E-GNSS Transversal Service operations, to ensure the provision of the E-GNSS Transversal Services, as described in present Tender Specifications.

The E-GNSS Transversal Service operations to be performed within the Contract include, at high level, the following activities:

- Managing the E-GNSS Transversal Infrastructure to provide the following services:
 - Operations of the E-GNSS Transversal Infrastructure, in particular for what concerns:
 - E-GSC Web portal management, including the E-GSC Help-desk and the E-GNSS Terrestrial Data Distribution Service (EDDS).
 - Interface with other E-GSC operators (e.g., GSOp II, NESP, etc.).
 - Management of the E-GSC Centre of Expertise (CoE), including operations and maintenance of the E-GNSS Demonstrator (ESD).
 - Performance of the Infrastructure Logistic Support (ILS), including all levels of maintenance, of the E-GNSS Transversal Infrastructure.
 - Support to security, including cybersecurity activities related to the E-GNSS Transversal Infrastructure.

The Contractor to whom this contract will be awarded, will be a key partner of EUSPA for the provision of the E-GNSS Transversal Service operations for all the duration of the Contract, and will receive a significant level of delegation (and associated responsibilities) for the management of the wide scope of activities to be performed.

For further information regarding the purpose of the present procurement procedure and the scope of the future Contract, please refer *inter alia* to the Annex II.IV of the Draft Contract (Statement of Work) and in particular to its applicable document SoW-03, the EGNSS Transversal Service Contractor Descriptive Document.

1.3 Name and form of procurement procedure

Name:	EUSPA/OP/02/25 – EGNSS Transversal Service Contractor (ETSC).
Procedure:	Open procedure in accordance with Article 167(1)(a) of the Regulation 2024/2509 (hereinafter “Financial Regulation” or “FR”) ² .
Lots:	Not applicable.

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.

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 [Q5], [Q2] and [Q3] respectively as described in section 13.6.1 below. The Tenders will have to fulfil the conditions of submission set out in Section 15.5.3 below.
- Any attempt by a Tenderer to obtain confidential information, enter into unlawful agreements with competitors, or influence the evaluation committee or the Contracting Authority during the process of examining, clarifying and evaluating Tenders will lead to rejection of its Tender and may result in administrative penalties.
- The 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 with the successful Tenderer.
- 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. Since the incumbent contractors benefit from a thorough knowledge of the infrastructure and activities, their comprehensive and detailed description is included in the tender documentation in order to level the playing field;
- ii. Concerning access to information, and in accordance with principle of equal treatment, a due diligence process is foreseen, in order to ensure an equal level of information and fair competition conditions for all Tenderers (see Section 2.3 below) in particular considering that the incumbent contractors have access to such relevant information in their position;
- iii. Since the incumbent contractors currently undertake the activities, a hand-over / hand-back process is foreseen, in order to facilitate the handover to a new operator and to neutralise the incumbents' advantage;
- iv. Neutralisation of elements that may affect impartiality and objectivity of the award within the limits and according to the principles elaborated by the case law including the neutralisation of the hand-over activities in the financial evaluation as these need to be performed only if change of contractor takes place.

The Contracting Authority expects fair and reasonable access by all possible Tenderers to the services needed for the purpose of participating to the present procurement and submit a competitive proposal. Should these conditions be proven as not adequately ensured in the course of the procurement procedure, the Contracting Authority, without prejudice to the enforcement of applicable provisions of law, reserves the right to put in place measures to re-establish fair and competitive conditions, including by procuring directly services and making them available to all Tenderers at fair and equal conditions, either as Contracting Authority undertaking vis-à-vis the Contractor or as assigned contract for which the Contractor will be requested to assume responsibility.

1.6 Applicable Rules

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

- 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”);
- Commission Decision (EU, Euratom) 2015/443 of 13 March 2015 on Security in the Commission and its Implementing Rules such as COMMISSION DECISION (EU, Euratom) 2019/1961 of 17 October 2019 on implementing rules for handling CONFIDENTIEL UE/EU CONFIDENTIAL and SECRET UE/EU SECRET information, COMMISSION DECISION (EU, Euratom) 2019/1962 of 17 October 2019 on implementing rules for handling RESTREINT UE/EU RESTRICTED information, COMMISSION DECISION (EU, Euratom) 2019/1962 of 17 October 2019 on implementing rules for handling RESTREINT UE/EU RESTRICTED information;
- Commission Decision (EU, Euratom) 2015/444 of 13 March 2015 on the security rules for protecting EU classified information and its Implementing Rules such as COMMISSION DECISION (EU, Euratom) 2019/1961 of 17 October 2019 on implementing rules for handling CONFIDENTIEL UE/EU CONFIDENTIAL and SECRET UE/EU SECRET information, COMMISSION DECISION (EU, Euratom) 2019/1962 of 17 October 2019 on implementing rules for handling RESTREINT UE/EU RESTRICTED information;

- Commission Implementing Decision (EU) 2016/413 of 18 March 2016 determining the location of the ground-based infrastructure of the system established under the Galileo programme and setting out the necessary measures to ensure that it functions smoothly, and repealing Implementing Decision 2012/117/EU; as amended by Commission Implementing Decision (EU) 2018/115 of 24 January 2018 as regards the location of the Galileo Security Monitoring Centre and Commission Implementing Decision (EU) 2019/488 of 25 March 2019 as regards the GSS stations of Ascension and the Falkland Islands;
- Commission Implementing Decision (EU) 2017/1406 of 31 July 2017 determining the location of the ground-based infrastructure of the EGNOS system;
- EUSPA Financial Regulation: European GNSS Agency Financial Regulation 2019 adopted by its Administrative Board on 16 August 2019 (Ref.: GSA-EDA-AB-DEC-252663, version 1.0)³;
- Decision of EUSPA Administrative Board on the Security Rules for protecting EU Classified Information (Ref; EUSPA-SEC-AB-DEC-A22114, version 1.0)⁴;
- Commission Decision (EU, Euratom) 2019/1963 of 17 October 2019 laying down implementing rules on industrial security with regard to classified procurement contracts.

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

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

In the 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.

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.

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

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

2 Procurement procedure and timeline

2.1 Timeline

Timetable	Date	Comments
Launch of the procurement process – submission for publication of Contract Notice to the Supplement to the Official Journal of the EU	16/12/2025	All documents of the Invitation to Tender available at: EUSPA website http://www.EUSPA.europa.eu/EUSPA/procurement
Industry Day	28/01/2026 (indicative)	According to section 15.7 of the present document.
Deadline for submission of a Non-Disclosure Undertaking (hereinafter referred to as “NDU”) for access to unclassified Proprietary Information and EU classified information (EUCI).	20/02/2026 (advisory)	The deadline is advisory , it is up to the tenderer to decide when to submit the NDU, so that they have enough time to prepare their tender. NDU received less than a week before tender submission deadline may not be processed by EUSPA.
Deadline for requests for clarifications	24/08/2026	Clarification requests to be sent in writing only to: tenders@EUSPA.europa.eu
Last date on which clarifications may be issued by EUSPA	26/08/2026	All clarifications will be published at the EUSPA’s procurement website: http://www.EUSPA.europa.eu/EUSPA/procurement . Tenderers are encouraged to check the EUSPA’s procurement website on a regular basis.
Deadline for submission of tenders	1/09/2026 at 23.59 (CET)	According to conditions of submissions set out in section 15.6 of these Tender Specifications.
Opening session and start of evaluation process	4/09/2026 at 15.00 (CET)	As per section 15.8 of the present document.
Completion of evaluation	January 2027 (estimated)	The estimated date is only indicative, it may be changed and it is not binding on the Contracting Authority.
Award and signature	February 2027 (estimated)	The estimated date is only indicative, it may be changed and it is not binding on the Contracting Authority.

Estimated start of implementation of the Contract	1st of March 2027 (estimated)	The estimated date is only indicative, it may be changed and it is not binding on the Contracting Authority.
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Table 1: Procurement Timetable

2.2 Submission of Non-Disclosure Undertaking (NDU): Access to EU Classified Information (EUCI) and EU Proprietary Information

In anticipation of protection of the essential security interest of the Union and its Member States, in accordance with Article 24 of the Space Regulation, only entities (potential Tenderers or sub-contractors) which, according to the submitted Legal Identification Form and supporting documents, are established in a Member State of the European Union are eligible to receive EUCI and Proprietary Information. For the avoidance of doubt, this does not constitute the assessment of compliance with the Participation Conditions established in Section 7 and is without prejudice to the outcome of such assessment. The assessment of compliance with the Participation Condition will be performed against the Tenderers after the submission of the tenders. In addition, the EUCI and Proprietary Information is only available to potential Tenderers or sub-contractors.

The Tenderer (including any group member and/or sub-contractor(s) and/or any Core Team member(s)) 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 may request access to the EUCI and Proprietary Information, which is relevant for drafting the Tender. Access will be granted only upon signature of a Non-Disclosure Undertaking ('NDU') and delivery of the documents identified below. EUSPA will dispatch EUCI and Proprietary Information in electronical form only.

Economic operators are advised to abide by the deadline specified in Section 2.1 in order to have enough time for preparation of their Tender.

The documents whose disclosure is subject to the signature of the NDU and the provision of the associated supporting documents are listed in the Contractual Items Status List (Annex II.VII to the Draft Contract) and in the Reference Documentation List (Annex II.VIII of the Draft Contract).

Note: Please note that the Statement of Work (Annex II.IV to the Draft Contract) itself contains Proprietary Information and will therefore be made available only upon signature of the NDU as provided below.

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-contractor(s) and/or any Core Team member(s) and any personnel it may draw on for the preparation of the Tender.

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

1. RNDU using the form attached in Annex I.G.2;
2. Identification Form (the "IF") and the supporting documents indicated in the IF. The IF and the supporting evidence shall not be older than 1 year from the time of submission of the NDU provided that

no change occurred in the legal status in the meantime. If any change in the legal status occurred, up-to-date documents shall be submitted;

3. Proof that the person signing the NDU is authorised to represent the Tenderer;
4. Evidence of the appointment of a Local Security Officer (see below in section 10.1.3.1);
5. Further:
 - a. A **Declaration of CIS Accreditation** duly filled and signed by a person authorized under national laws to make such declarations, using the form provided in the Annex to the NDU,
or
 - b. A certificate or decision issued by the relevant competent authority proving the accreditation of the CIS at the required classification level.

If possible, the Tenderer should submit the documentation only electronically to tenders@euspa.europa.eu. In such case, 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://ec.europa.eu/eidas/eidas-dashboard)).

In case a Tenderer prefers to submit it on paper, all documentation shall be sent to the following address:

European Union Agency for the Space Programme (EUSPA)
Procurement and Legal Department
Non-Disclosure Undertaking under procurement procedure EUSPA/OP/02/25
Janovského 438/2
170 00 Prague 7
Holešovice, Czech Republic

In such case, the Tenderer shall send the scans of the documents above to tenders@euspa.europa.eu in parallel, to allow for a faster treatment of the request, together with a proof of dispatch of the originals.

Before disclosure of EUCI and Proprietary Information to their sub-contractor(s) and/or any Core Team member(s), the Tenderer shall ensure that such sub-contractor(s):

- Have proven need to know for the purpose of participation / supporting Tenderer's offer in the present procurement procedure;
- Are bound by the same provisions as those of the NDU signed by them.

Furthermore, before any such disclosure of EUCI, the Tenderer shall:

- Request the authorisation of EUSPA providing an electronic copy of the NDU signed by such third party (sub-contractor) or of a non-disclosure agreement between the Tenderer and such third party (sub-contractor), as provided in Article 2.4 of the NDU.
- Provide to EUSPA, together with the authorisation request, the Identification Form (the "IF") and the supporting documents indicated in the IF (not older than 1 year - see above) of any such third party (sub-contractor).
- Provide to EUSPA, together with the authorisation request, for the purpose of proving the need to know required above, a traceability matrix providing the list of the economic operators to receive the EUCI, which list shall specify the classified documents intended to be disclosed to each entity separately and the associated justification of the need to know for each entity;

- Provide to EUSPA, together with the authorisation request, the evidence of appointment of the Local Security Officer (see above) by any such third party (sub-contractor).
- Further, Tenderers shall ensure that any such third party (sub-contractor) provides:
 - a **Declaration of CIS Accreditation** duly filled and signed by a person authorized under national laws to make such declarations, using the form provided in the Annex to the NDU,
 - or
 - a certificate or decision issued by the relevant competent authority proving the accreditation of the CIS at the required classification level,which shall be made available to EUSPA upon request.

The Prime tenderer LSO shall be responsible to ensure traceability of EU CI delivery to relevant economic operators for control and audit purposes.

The Prime tenderer shall report to EUSPA LSO (LSO@euspa.europa.eu), without delay, in case of security incidents concerning mishandling of EU CI by potential subcontractors to trigger the associated investigations and possible security mitigation measures.

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

Agreements previously signed by economic operators for access to EU CI and 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 EU CI and Proprietary Information as a result of the NDU signature.

2.3 Due Diligence

The Contracting Authority makes available, to all Tenderers having submitted the NDU as detailed in section 2.2 above, the set of due diligence documents listed in the Reference Documentation List (Annex II.VIII to the Draft Contract) in order to ensure, as far as possible, a level playing field of information and fair competitive conditions. The documentation contains information related to the service provision, operations, maintenance and planned evolutions of the System and the associated elements and services.

3 Envisaged Contractual Approach

The objective of this procurement is to conclude a Direct Contract (“Contract”) with a maximum duration of 72 months, as described in Section 3.1.4.

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 Estimated total value of the Contract

The estimated total value of all purchases under the Contract is EUR 26,000,000.00, for the whole duration of the Contract, including also the Contract extensions and options.

The indicated value includes the budget volume for all activities under the Contract including extensions and options, apart from Options 3 and 4, the activation of which is expected to reduce the estimated total value of the Contract. The above estimated total value does not include such possible reductions due to the activation of Options 3 and 4.

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

3.1.3 Place of Performance

The place of performance of the tasks shall be the Contractor's premises, having to be located within a Member State of the EU and the premises where the E-GSC and the backup E-GSC are located (respectively within the Enaire campus in the ACC Torrejón de Ardoz, Madrid, Spain and CNES premises in Toulouse, France).

3.1.4 Duration

The expected initial duration of the Contract is 30 months from the Effective Date.

Subject only to the availability of Union funds allocated to the Galileo Component, to be confirmed with the adoption of the next EU Multiannual Financial Framework and of the relevant Space Regulation, the duration of the Contract shall be automatically extended by 12 months. EUSPA shall give reasonable prior written notice of the above-mentioned circumstances to the Contractor, without delay on coming to its knowledge. Should the condition precedent under the Article 4 of the Draft Contract not be met, the Contract shall expire after 30 months unless an extension option as per below is activated.

Without prejudice to the above and subject to the activation(s) of Option 6, Option 7, or Option 8, the duration of the Contract may be in any case unilaterally extended by 6 months (in case of a single activation) and

up to 30 months (in case of five activations). Hence, the overall maximum duration of the Contract may be up to 72 months from the Effective Date.

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, in the frame of contract execution.

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

3.1.7 Consents

For the performance of activities under the Contract, the Contractor will have to obtain, maintain and renew authorisation/consents such as for example:

- Facility Security Clearance, issued by national authorities for relevant sites.
- Communications Security (COMSEC) clearances as required for the site activities.
- Any other as required by applicable legislation.

The Draft Contract contains specific obligations for the Contractor to obtain all the necessary consents.

3.1.8 KPIs and Liability

The Draft Contract contains specific provisions in relation to:

- Key Performance Indicators (KPIs) and Liquidated Damages (LDs) with related LDs cap;
- Contractor's Liability and overall Liability cap.

3.1.9 Agency Undertakings

The Draft Contract contains specific provisions in relation to Agency Undertakings, which are mainly related to:

- Right of access to the E-GSC premises in Spain and E-GSC premises in France.

All Agency Undertakings are specified in a dedicated document identified as SoW-01 in the Annex II.VI to the Draft Contract (CFI, Assets and Deliverable Items List).

3.1.10 Handover Assets

The Draft Contract contains specific provisions in relation to assets that will be handed over to the Contractor.

All Handover Assets are identified as SoW-01 in the Annex II.VI to the Draft Contract (CFI, Assets and Deliverable Items List).

The Contracting Authority makes available, to all Tenderers having submitted the NDU as detailed in section 2.2 above, the set of documents listed in the Reference Documentation List (Annex II.VIII to the Draft Contract) in order to allow them conducting a due diligence over the Handover Assets before submitting a Tender.

3.1.11 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”).

3.1.12 Foreground Intellectual Property Rights

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

3.2 Transfer of undertakings

Tenderers are required to assess and undertake the risks possibly deriving from the applicable national law and EU/national case law concerning transfer of undertakings in relation or in connection with the succession in the E-GNSS Transversal Infrastructure Service operations between the Incumbent Contractors and the Contractor, when different entities.

EUSPA reserves the right to further discuss aspects and risks related to the applicability of the transfer of undertakings applicable national and EU law and case law in the course of the contract execution.

EUSPA intends furthermore to neutralise, for evaluation purposes, the possible financial impact associated to this risk.

Tenderers are informed that they will be requested to address the risk and clearly identify the related envisaged financial consequences as a stand-alone amount in their financial proposal.

EUSPA shall have the right to recover the funds allocated to the management of this risk, should it not materialise as a result of the award and execution of the contract.

4 Organisation of the Tenderer

4.1 Introduction

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

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

No more than one Tender can be submitted 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 excluded.

Economic operators linked by a relationship of control or of association (e.g. belonging to the same Group) are allowed to submit different and separate Tenders 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 Tenderers 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 5).

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

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

4.2 Core Team

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

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

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

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

4.3 Joint Tenders

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

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

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

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

⁷ For definition, see Section 16, Table 11: Abbreviations

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

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

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

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

- The remaining group members are not in an exclusion situation, ground for rejection, meet the selection criteria (see Section 10) and comply with the Access to Procurement conditions;
- The change must not make the tender non-compliant with the procurement documents;
- The terms of the originally submitted tender are not altered substantially;
- The continuation of the participation of the remaining group members in the procurement procedure does not put the other Tenderers in a competitive disadvantage;
- The remaining group members undertake to implement the Contract, in case of an award, without the excluded group member.

In cases where the proposed change depends on a group member who,

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

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

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

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

4.4 Compliance with competition laws in case of joint bidding

Groups of economic operators (within the meaning of section 4.3 above) may submit a Tender on the condition that their joint bid does not result in the restriction or elimination of competition. For detailed information regarding the applicable competition law principles, Tenderers are invited to consult the Commission's Horizontal Guidelines⁹ ("Guidelines").

Restriction or elimination of competition may occur when the members of the group are (even potentially) competing on the same market and one (or more) member(s) of the group would be realistically capable to

⁹ Communication from the Commission – Guidelines on the applicability of Article 101 of the Treaty on the Functioning of the European Union to horizontal co-operation agreements, available at: https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.C_.2023.259.01.0001.01.ENG

carry out the contract individually, i.e. the group includes more members than what is strictly necessary in order to carry out the contract.¹⁰

For this reason, joint bidding by entities that could have otherwise competed for the performance of the Contract may restrict or eliminate competition on the market. Joint bidding by a group composed of potential and/or actual competitors may still be allowed if the joint bid provides significant efficiencies compared to the potential individual bids (see below).¹¹

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

- 1) none of the group members could have performed the contractual activity individually, and
- 2) the participation of all members is necessary to perform the contractual activity.

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

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

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

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.

¹⁰ See points 352 to 357 of the Guidelines.

¹¹ See point 358 and 359 of the Guidelines.

¹² See point 358 of the Guidelines.

5 Industrial Organisation

5.1 Sub-contracting

5.1.1 General provisions

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

The following shall not be considered subcontracting:

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

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

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

The following shall apply to subcontracting:

- (i) When subcontracting, the Tenderer shall ensure the subcontractor’s (all levels of subcontractors: N-X) compliance with the exclusion, non-rejection and selection criteria and the Access to Procurement conditions set out in the present Tender Specifications. **Tenderers shall provide all the documents requested from subcontractors as per the relevant provisions of these Tender Specifications.** Regarding the subcontractors’ compliance with the selection criteria, attention is drawn to the Important Note at the end of Section 13.4.3.
- (ii) Where no subcontracting is indicated in the Tender, the activities will be assumed to be carried out directly by the Tenderer.
- (iii) Any change in subcontracting (all levels of subcontractors: N-X) during the procurement procedure (i.e., after the submission deadline and before contract signature) is not permitted unless specifically authorised in writing by EUSPA as per below.
- (iv) If the Tenderer requests a subcontractor to be removed or replaced, then the Contracting Authority must verify the following conditions:
 - 1. Whether the new subcontractor (if any) is not in an exclusion situation or ground for rejection;

2. Whether the new subcontractor (if any) fulfils the Access to Procurement conditions (see Section 7);
 3. Whether the Tenderer still fulfils the selection criteria with the new subcontractor, if any, (see Section 10) as compared to the Tender originally submitted and whether the new subcontractor fulfils the selection criteria applicable to it, if any;
 4. Whether the change in subcontracting does not entail a substantial change in the Tender. This condition is met as long as:
 - a) All the tasks assigned to the former subcontractor are taken over by another entity involved (a new subcontractor or a member of the group or the sole Tenderer itself, subject to relevant aforementioned conditions);
 - b) The change in subcontracting does not make the Tender non-compliant with the Tender Specifications;
 - c) The change in subcontracting does not modify the evaluation of award criteria of the Tender as originally submitted.
- (v) In the case where, during the procurement procedure, a subcontractor is affected by an exclusion situation or ground for rejection or is rejected due to failure to comply with selection criteria or with the conditions described in the Access to Procurement chapter, the Contracting Authority will:
- Notify the exclusion or rejection to the Tenderer;
 - Request whether and by whom all the tasks assigned to the excluded or rejected entity are taken over (it may be a new subcontractor or a member of the group or the sole Tenderer itself);
 - Inform about the applicable conditions, as per above.
- The Tenderer shall respond to such a request within the deadlines prescribed by the Contracting Authority. Failure to reply within such deadline may imply the rejection of the subcontractor.
- The Contracting Authority must then proceed with the same verifications, as described above in the case a change in subcontracting was to be initiated at the request of the Tenderer.
- (vi) Signature of the Contract entails acceptance of the subcontractors confirmed to having been selected as subcontractors in the Tender, unless those have been explicitly excluded or rejected during the procedure as per the foregoing process.

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

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

Please note that specific provisions on the general principles of subcontracting and subcontracting standards are included in the Draft Contract. Tenderers are required to submit, as part of their Technical Proposal, a plan describing in detail how they plan to comply with the said principles / requirements. Attention is drawn to the fact that this section **will be evaluated according to Qualitative Award Criterion Q5** as per section 13.6.1 of these Tender Specifications.

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.¹³

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

- a. Original Equipment Manufacturers (hereinafter “OEMs”)¹⁴; and
- b. Re-Sellers.¹⁵

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.

The suppliers of security-relevant COTS as identified according to the above-described process, shall comply with the Participation Conditions as defined under Section 2.4.1 above (Access to Procurement). For this

¹³ 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 4.6 of these Tender Specifications.

¹⁴ 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.

¹⁵ 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.

purpose, the Tenderer/Contractor shall submit as part of its administrative proposal the supporting evidence as required under Section 2.4.1.1 above.

Should the supplier of security-relevant COTS not be compliant with *any* of the Participation Conditions, it shall submit a declaration of such non-compliance, explaining the aspects of non-conformity, accompanied by a request for a waiver as provided under Section 2.4.1 above (Access to Procurement). Please note that, regardless of the rules applicable under Section 2.4.1 above, the possibility of requesting/granting a waiver is always open for suppliers of security-relevant COTS, on any of the Participation Conditions, i.e. on any of those under points a), b), c) (see Section 2.4.1 above).

Compliance with the Participation Conditions of suppliers of security-relevant COTS shall be maintained throughout the execution of the Contract. During contract execution, the same information and supporting evidence as required under paragraph (iii) above shall be provided as part of the contractual obligations of the Contractor, in all cases of inclusion of additional OEMs and/or Re-Sellers or substitution of existing ones.

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 30% share of sub-contracting to be awarded in competitive tendering** outside the Group¹⁶. 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

¹⁶ For definition, see Section 16, Table 11: Abbreviations

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)

across the Union in the delivery of the scope of the Contract will be evaluated against the qualitative award criterion [Q4] as per section 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;
- Proportionality;
- Best value for money.

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

Tenderers shall clearly indicate in their Tenders:

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

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

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

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

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

In accordance to the Council Implementing Decision (EU) 2022/2506 adopted on 15 December 2022 on measures for the protection of the Union budget against breaches of the principles of the rule of law in Hungary it's been established that, where Union budget is implemented in direct or indirect management pursuant to of Article 62(1) points (a) and (c) of the Financial Regulation, no legal commitments shall be entered into with any public interest trust established on the basis of the Hungarian Act IX of 2021 (or any other entity maintained by such a public interest trust).

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

6.2 Applicable Law and Jurisdiction

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

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

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

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

7 Access to Procurement

7.1 Participation Conditions

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.

7.1.1 Applicable Conditions

7.1.1.1 Participation conditions for tenderer (prime contractor, core team members and non-core-team subcontractors involved in security sensitive activities)

In order to protect the essential security interest of the Union and its Member States, in accordance with Article 24 of Regulation (EU) 2021/696¹⁹, the participation to this tender is open to economic operators fulfilling the following three cumulative conditions:

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

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

The criteria for the assessment of participation conditions has been laid out in Annex I.F (Parts 1, 2 and 3), including a dedicated Annex I.F -Part 2 to be filled by the tenderer. Please note that for the assessment of

¹⁹ Regulation (EU) 2021/696 of the European Parliament and of the Council of 28 April 2021 establishing the Union Space Programme and the European Union Agency for the Space Programme and repealing Regulations (EU) No 912/2010, (EU) No 1285/2013 and (EU) No 377/2014 and Decision No 541/2014/EU, *OJ L 170, 12.5.2021, p. 69–148*

control the filling, signature and submission of the Declaration of Ownership and Control in Annex I.F - Part 2 is required.

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

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

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

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

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

For the purpose of the present Contract, “security-sensitive activities” are (a) activities requiring access to EUCI (including, without limitation, their generation) as well as (b) any activities that - although not entailing access to EUCI - require access to the operational infrastructure (including premises where such infrastructure is deployed), the critical support infrastructure (HVAC, computer room environmental control, electrical distribution, lighting, etc.), and the security-related infrastructure (IDS, CCTV, access control, building management, etc.)

7.1.1.2 Participation conditions for prime contractor - No waiver

Due to the security dimension and essential interests related to the activities under the Contract, the Contracting Authority will not accept requests for waiver of the conditions laid down in points a), b) and c) of paragraph 7.1.1.1 above for prime contractor.

7.1.1.3 Participation conditions for core team members and subcontractors involved in security sensitive activities – Waiver

In this procurement, the Contracting Authority may decide, upon a motivated and justified request, to waive the condition laid down under points a), b), and c) of paragraph 7.1.1.1 above with regard to any entity, which applies as a core team member or a non-core team subcontractor involved in security sensitive activities.

- The contracting authority may decide to waive the conditions laid down in points a) and/or b) of paragraph 7.1.1.1 above, only if no substitutes are readily available in the Member States, the legal entity is established in a country which is a member of the EEA or EFTA and which has concluded an international agreement with the Union under Article 7 of Regulation (EU) 2021/696 and subject to the contractor providing assurances regarding the protection of European Union Classified Information (EUCI) and the

integrity, security and resilience of the Programme's components, their operation and their services, as laid down in Article 24 of Regulation (EU) 2021/696, as confirmed by the Competent authority of the relevant EU Member State or EEA/EFTA state.

By way of derogation from the sub-paragraph above, the contracting authority may waive the conditions under points a) and/or b) of paragraph 7.1.1.1 above for a legal entity established in a third country which is not a member of the EEA or EFTA, if no substitutes are readily available in countries which are members of the EEA or EFTA, provided that the following conditions are met:

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

The contracting authority may decide, upon a motivated and justified request, to waive the condition laid down in point c) of para. 7.1.1.1, above.

The request for waiver on point c) of paragraph 7.1.1.1 shall include the assessment from a competent authority of the Member State in which the entity is established guaranteeing that:

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

(i) carry out the procurement; and

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

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

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

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

The waiver under points a) and/or b) of paragraph 7.1.1.1 will not be automatically granted even if the assurances mentioned are met and the entity provides the assessment of a competent authority as regards its guarantees.

The waiver under point c) of paragraph 7.1.1.1 will not be automatically granted even if the conditions a), b) and c) above under this paragraph 7.1.1.3 are met and the entity provides the assessment of a competent authority as regards its guarantees.

The decision on the waiver shall be taken having regard to the objectives laid down in Article 24 (1) of the Regulation 2021/696.

7.1.2 Evidence to be presented

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

1. Legal Entity Form (template available at: https://ec.europa.eu/info/publications/legal-entities_en)²⁰, and
2. Extract of the inclusion in a trade or professional register, or certificate, membership of a specific organisation, or equivalent.

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

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

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

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

7.2 EU Restrictive Measures

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

The Tenderer shall provide a statement in the Cover Letter of its Tender (on its own behalf and on behalf of its Core-Team members, sub-contractors) guaranteeing that the Tenderer, and its Core Team members, sub-contractors and respective relevant 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.sanctionsmap.eu>. In case of discrepancies between the website and the restrictive measures published in Official Journal of the EU, the latter prevails.

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

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

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

To evidence compliance with the EU Restrictive Measures,

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

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.

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. Tenderers found to be in an exclusion situation will be rejected.

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

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

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

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

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

To evidence compliance with the Exclusion Criteria,

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

9 Rejection Criteria

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

For what concerns the rejection ground related to foreign subsidies, Tenderers shall submit a declaration pursuant to Article 29(1) of Regulation (EU) 2022/2560, listing all foreign financial contributions received in the last three years prior to the declaration confirming that such contributions are not notifiable. Foreign financial contributions whose total amount per country is lower than **EUR 300 000** (*de minimis* aid) over the preceding period of three consecutive years, need not be listed in the declaration. When no foreign financial contributions were received in the last three years prior to the declaration, a declaration is still necessary to confirm that no FFCs were received. Notifications or declarations shall be submitted by using the Form FS-PP available at [Foreign Subsidies Regulation - European Commission \(europa.eu\)](https://european-council.europa.eu/media/en/press-articles/2022/07/Foreign-Subsidies-Regulation-EU-2022-2560).

The obligation to notify foreign financial contributions also applies to main subcontractors and main suppliers known at the time of submission of the complete declaration, or complete updated declaration. For the purposes of the declaration, a subcontractor or supplier shall be deemed to be main where their participation ensures key elements of the contract performance and in any case where the economic share of their contribution exceeds 20 % of the value of the submitted tender.

The Tenderer shall ensure the submission of the declaration. However, for the purposes of Article 33 of the Foreign Subsidies [Regulation - 2022/2560 - EN - EUR-Lex \(europa.eu\)](https://eur-lex.europa.eu/eli/reg/2022/2560/oj), the tenderer is responsible only for the veracity of data linked to its own foreign financial contributions.

Please find more information on how to submit [the online FS-PP form](#) at the following link: [Foreign Subsidies Regulation - European Commission \(europa.eu\)](https://european-council.europa.eu/media/en/press-articles/2022/07/Foreign-Subsidies-Regulation-EU-2022-2560)

To evidence compliance with the Rejection Criteria,

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

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, including the minimum levels of capacity, the basis for assessment and the evidence required, are specified in the following subsections. Tenders submitted by Tenderers not meeting the minimum levels of capacity 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 4.1 above), confirming their irrevocable undertaking to make such resources available to the Tenderer in case of being awarded the Contract.

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

Tenderers must have the capacity below to perform the tasks.

10.1 Legal and Regulatory Capacity

10.1.1 Legal Entity Authorisation Requirement

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

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

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

2. Identification Form (template available at: [Business partners – legal entities and bank accounts - European Commission](#)),²² and

²² 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.

3. Extract of the inclusion in a trade or professional register, or certificate, membership of a specific organisation, or equivalent.

10.1.2 Management of Conflicting Interest

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).

10.1.3 Security Requirements

10.1.3.1 Local Security Officer

Any entity (including group members and subcontractors) expected to handle EU classified information (EUCI) **at the level of RESTREINT UE/EU RESTRICTED or above** during the tendering phase and/or during the execution of the Contract, must have appointed, **at the moment of submission of the tender or, if applicable, already at the moment of submission of the NDU under Section 2.2 above**, a Local Security Officer (LSO), who will act as the principal point of contact for security matters related to the handling of EUCI. The entity must have an appointed LSO throughout the duration of the Contract.

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

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

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

10.1.3.2 Facility Security Clearance

Any entity (including group members and subcontractors) expected to handle EUCI during the execution of the Contract **at the level of CONFIDENTIEL UE/EU CONFIDENTIAL or above** outside of the Contracting Authority's premises, must possess a Facility Security Clearance (**FSC**) at the required classification level issued by the competent national authority, **including provisions for the safeguarding of classified material / information at the same level, and including Communication and Information Systems (CIS) for processing classified information at the same level.**

Please note that at least one entity within the group / Prime, Core and Non-Core team subcontractors must possess an FSC at the CONFIDENTIEL UE/EU CONFIDENTIAL level.

The FSC must be maintained throughout the entire duration of the Contract, including any potential extensions. The FSC is necessary to ensure the safeguarding of classified materials and information, including the use of Communication and Information Systems (CIS) for processing such classified information.

The possession of the FSC at the required classification level shall be evidenced to EUSPA as follows:

1. **Official documentation** proving the entity's FSC at the required classification level, along with confirmation of provisions for safeguarding/storing classified materials and the CIS at the same level and their validity and expiration date;

or

2. **A duly signed and dated statement** from the entity's Local Security Officer (LSO), confirming that the entity holds the abovementioned FSC at the required level and that it complies with the required provisions for safeguarding/storing classified information and CIS at the same level and their validity and expiration date;

or

3. **Written proof** that the entity has submitted a request for FSC at the required level including for the two required provisions (see bold part above) before the competent national authorities of the Member States in which it is established;

or

4. In case the abovementioned documentation cannot be obtained (i.e. due to security applicable regulations) or exceptional circumstances (e.g. subcontractor will handle EUCI within the Prime's premises only), submission of a detailed explanation accompanied by relevant proof, justifying the reasons why these documents cannot be provided. EUSPA reserves the right to assess such explanation and to reject the relevant entity, should this be found unsatisfactory.

In the cases listed under items 2. and 3. above, the official documentation proving the entity's FSC must be delivered to EUSPA at the latest before awarding the Contract. Failing the submission of the official documentation within the deadline indicated by EUSPA will lead to the rejection of the Tenderer, unless duly justified as per item 4. above.

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

10.1.3.3 Personal Security Clearance

Any individual (within any entity including group members and subcontractors) who is expected to carry out tasks requiring handling EU classified information **at the level of CONFIDENTIEL UE/EU CONFIDENTIAL or above**, during the execution of the Contract, must possess, **at the moment of submission of the tender**, a Personal Security Clearance (**PSC**) at the required security classification level for handling EUCI. A PSC is required also for those individuals which, during the execution of the Contract, are expected to access tools or systems for the processing of any EU classified information of the Agency (e.g., the so-called "GRUE laptop"). The PSC must be issued by the competent national authority of an EU Member State and maintained throughout the entire duration of the [Framework] Contract, including any potential extensions.

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

Please note that at least 8 employees / consultants within the group / Prime, Core and Non-Core team subcontractors must possess a PSC at the CONFIDENTIEL UE/EU CONFIDENTIAL level.

The possession of the PSC at the required classification level shall be evidenced to EUSPA as follows:

1. Submission of an **official documentation** issued by the relevant national security authority, proving that the concerned personnel possess a valid PSC at the corresponding classification level;
or
2. Submission of **duly signed and dated statement from the entity's Local Security Officer (LSO)**, confirming that the personnel possess the required PSC, specifying the classification level and the validity and expiration date;
or
3. In case the abovementioned documentation cannot be obtained (e.g., due to specific national security applicable rules) or exceptional circumstances, a **detailed explanation** must be provided, accompanied by relevant proof, justifying the reasons why the required documents cannot be submitted. EUSPA reserves the right to assess such explanation and to reject the relevant entity, should this be found unsatisfactory.

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

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

10.1.3.4 Handling of EU COMSEC items (CRYPTO authorisation)

Definition:

EU COMSEC Item: Item (equipment, data, or information) that contributes through its integrity, confidentiality, authenticity, availability, and non-repudiation properties, to communications security in an information system. This includes all material (e.g. keys, documents, devices, or equipment) which describes, contains, or relates to cryptographic products and is essential to the encryption, decryption or authentication of telecommunications as well as any other item that performs critical COMSEC functions.

Note: The electronic transmission of EUCI over untrusted networks implies the use of EU COMSEC Items (cryptographic products – devices or software - and/or keying material) classified accordingly with the level of classification of the EUCI to be protected.)

Any entity (including group members and subcontractors) planned to account EU COMSEC Items during the execution of the Contract must, throughout the duration of the Contract, comply with the following requirements:

- Any entity in which EU COMSEC Items are (planned) to be accounted, must have the necessary authorisation granted by the competent national authority.
- Any personnel (planned) to handle EU COMSEC Items shall hold a valid Crypto Authorization.

Please note that at least one (1) entity within the tendering team must have the capacity (necessary authorisation) to account EU COMSEC Items and at least two (2) persons must hold a valid Crypto Authorization.

These requirements supplement, but do not replace, the requirements relating to the classification level of these EU COMSEC Items.

The Tenderer shall explicitly state in the Cover Letter:

- Which of the entities in its tendering team are (planned) to account EU COMSEC Items and whether the Tenderer and/or such entities foresee to:
 - Operate such EU COMSEC Items – including remotely;
 - Host such EU COMSEC Items and ensure their security custody.
- The maximum level of EU COMSEC Items classification.

Any economic operator (planned) to account EU COMSEC Items shall evidence, at the moment of submission of the tender, its compliance with the above-specified requirements as follows:

1. Submit **the official evidence** proving:

EITHER

- a. The entity's capacity to account EU COMSEC Items, choosing any of the following options depending on the national legislation:

- i. Proof of establishment of an EU COMSEC Account; *or*
- ii. Proof of possession of a Facility Crypto Clearance authorizing to account/register EU COMSEC Items; *or*
- iii. Proof of possession of other national Crypto or COMSEC authorization to account/register EU COMSEC Items.

AND

- b. The possession by the relevant personnel (planned) to handle EU COMSEC Items of a valid Crypto Authorisation.

OR

- 2. Submit a **duly signed and dated statement** from the entity's Local Security Officer (LSO):
 - a. Confirming the entity's (existing) capacity to account EU COMSEC Items covering any of the elements specified under point 1.a. above and the (actual) possession by the relevant personnel of a valid Crypto Authorisation covering the element under point 1.b. above.

OR

- b. Confirming that the entity has initiated the necessary procedures before the competent authorities to obtain any of the elements under point 1.a. above (entity's capacity to account EU COMSEC Items) and/or the element under point 1.b. above (personnel's Crypto Authorisation). In case of the latter, the LSO statement shall include a description of the process in place to provide to EU COMSEC Items' users/operators a Crypto/COMSEC-authorisation and a Crypto/COMSEC briefing.

In case, at the time of submission of the tender, the LSO statement provides only the confirmation under point 2.b. above (on any of the two elements), the process of obtaining the relevant capacity and/or authorisation(s) shall be accomplished at the latest before the award. Therefore, at the latest before the award, the entity shall for any pending element submit *either* (i.) the official evidence as described under point 1. above, *or* (ii.) an updated LSO statement confirming that the capacity and/or authorisation(s) has/have actually been obtained/granted. In either case, the failure to submit such documentation within the deadline indicated by EUSPA may lead to the rejection of the relevant entity, unless duly justified as per the following paragraph.

In case the official evidence or LSO statement covering both elements (capacity to account EU COMSEC Items and Crypto Authorisation(s)) cannot be provided (and provided that the entity and/or its relevant personnel are however formally allowed to account / handle COMSEC material), such entity shall submit a detailed explanation provided by the LSO, accompanied by the relevant proof, justifying the reasons why these documents / statements cannot be provided (e.g., due to security applicable rules or regulations – reference to which shall always be provided). EUSPA reserves the right to assess such explanation and to reject the relevant entity, should the justification be found unsatisfactory.

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

10.2 Economic and Financial Capacity

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

10.2.1 Stable Financial Position

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

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

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

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

10.2.2 Minimum Yearly Turnover

The Tenderer must have a minimum yearly turnover of EUR 4,000,000.00 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, as follows:

- (a) Background and sound experience of the Tenderer in operating and maintaining an infrastructure accrued over the last 4 (four) years;
- (b) Background and sound experience of the Tenderer in GNSS services, technologies and applications accrued over the last 4 (four) years;
- (c) Proven experience in managing communications with users, web portals and a help desk over the last 4 (four) years;
- (d) Proven knowledge of complex systems and experience in performance monitoring and management under Key Performance Indicators regime over the last 4 (four) years;
- (e) Demonstration of relevant experience in managing project in an international context over the last 4 (four) years.

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

- (a) a list of EU/National/ International projects relating to the subject-matter of the Contract during the past five (4) years, indicating the associated budget, number of partners involved, abstract and main achievements of the projects.

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 Applicable Laws

The Tenderer shall comply with applicable environmental, social and labour law obligations established by European Union law, national legislation, collective agreements or the applicable international social and environmental conventions listed in Directive 2014/24/EU.

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

11.2 Other minimum requirements

Minimum quality thresholds (i.e. total minimum score for all the award criteria and individual minimum score for the criteria/sub-criteria), as identified in Section 13.6.1 below, and compliance to the requirements 3.7 (Ref.: REQ-3.7) and 3.8 (Ref.: REQ-3.8) of the Security Aspect Letter (SAL) attached to the Draft Contract shall operate as minimum requirements.

12 Award Criteria

The objective of the Award Criteria is to evaluate the Tenders with a view to choosing the most economically advantageous tender. Specific requirements concerning the content of the tenders, which will be evaluated against the following award criteria are spelled out in section 15.5.

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

12.1 Qualitative Award Criteria

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

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.

Ref #	Description of the Award Criterion	Maximum points	Minimum points
Q1	<p>Adequacy of resources with respect to the scope of services and related justification:</p> <p>Adequacy of resources (including, but not limited to, size and competencies) proposed for the execution of the tasks and distribution of work within the Tenderer's team down the subcontracting chain.</p>	15	7.5
Q2	<p>Quality and suitability of the proposed E-GNSS Transversal Services provision management approach.</p> <p>Quality and suitability of the integrated activity organisation and plan of the Contractor to ensure the provision of the services including adequacy and leanness of management approach and processes considering the stated level of compliance to the relevant requirements of the technical baseline, using the template in (Annex I.L) (reference is also made, inter alia to the security, product assurance, configuration management, environmental management, the approach to risks / mitigation actions, and requirement verification matrix).</p>	15	7.5
Q3	<p>Adequacy, efficiency, reliability and completeness of the proposed E-GNSS Transversal Services.</p> <p>Level of committed performance, critical analysis and related justification thereof, considering the identified detailed requirements of the procured services, the stated level of compliance to the technical baseline, using the template in (Annex I.L) and the proposed approach to the service provision (including potential level of performance above the required level).</p>	30	15
Q4	<p>Quality and maturity of the plans required under Section 5.2 of the Tender Specifications:</p>	10	5

	<p>This criterion will be assessed taking account of the following aspects:</p> <ul style="list-style-type: none"> - Quality and maturity of the plan to ensure compliance with the Supply Chain requirement under Section 5.2 of the Tender Specifications and relevant commitment to achieve the target percentage of subcontracting with competitive tendering outside the group, or, if applicable, the completeness and robustness of the provided justification for any derogation. - Quality and maturity of the plan to maximise participation of SMEs and start-ups from across the Union in the delivery of the scope of the Contract in terms of technologies, services, processes entrusted to start-ups and SMEs and relevant justifications. - Quality and maturity of the plan to ensure compliance with the general subcontracting principles under Section 5 of the Tender Specifications. 		
Q5	<p>Level of stated compliance to the contractual baseline and relevance of justifications where applicable:</p> <p>This criterion will be assessed taking account of the following aspects:</p> <ul style="list-style-type: none"> - 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. - Level of stated compliance to the SAL and relevance of the related justifications where applicable in case of non- or partial compliances are reported, including quality and consistency of possible alternative wording proposed. 	15	7.5
Q6	<p>Credibility and appropriateness of costing:</p> <p>This criterion will be assessed taking account of the following aspects:</p> <ul style="list-style-type: none"> - Consistency, justification and traceability of the proposed costs and cost structure with respect to the Tenderer’s proposal. - Justification and transparency of costs, at prime and subcontractors’ activities, including compliance with the cost structure requirements set in the Tender Specifications and measures to control the cost. 	15	7.5

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 table of answers (Annex I.F.1) which shall be duly filled in, stamped, initialed, 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.

12.2.2 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 table of answers (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.
 - Including the following options and number of activations per option:

Table 3: List of options included within the Total Price for Evaluation Purposes

Options	Activations (number)
Option 1: E-GNSS Service Demonstrator operations	12
Option 2: E-GNSS Service Demonstrator L2/L3 maintenance	10
Option 3: Transfer of E-GNSS Transversal Infrastructure Service Operations to E-GSC Infrastructure Contract during E-GSC major evolutions	3*
Option 4: Extension of E-GNSS Transversal Infrastructure Service Operations under GSC INFRA	126*
Option 5: Early termination of the E-GNSS Transversal Infrastructure Service Operations under GSC INFRA	3
Option 6: Extension of ETSC Contract duration without Option 1 and Option 2	5
Option 7: Extension of ETSC Contract duration with Option 1	5
Option 8: Extension of ETSC Contract duration with Option 1 and Option 2	5

- Does not include:
 - the financial impact of transfer of undertakings risks (if any) (see section 3.2 above).

- the activities to be performed under Section 10 of Annex II.IV (Statement of Work), i.e. the Task 7 related to Handover (in order to establish fair competition conditions due to the incumbent position, as advanced in section 1.5).
- * “Negative” options having negative impact on the price to be paid to the Contractor in the relevant invoicing period(s).

12.2.3 Calculation of Financial Score of the Tender

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

- The Tender offering the least expensive Total 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 13.6.1 above), the congruity and reasonableness of the Total Price will be assessed considering the quality of the offered services, the characteristics of the relevant market in scope of the present procurement and available benchmarks and shall lead to the attribution of a Financial Evaluation Score, out of 100 points, which is the maximum amount of points which can be scored under the Financial Award Criteria.

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

13 Evaluation Method

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

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

It involves the following:

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

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

If the evaluation of one or more elements demonstrates that there are grounds for rejection, the tender will be rejected and will not be subjected to further full evaluation. The unsuccessful tenderers will be informed of the ground for rejection without being given feedback on the non-assessed content of their tenders. Only tenderers for whom the verification of all elements did not reveal grounds for rejection can be awarded the contract 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, will lead to exclusion from the procurement process. This is without prejudice to the possibility to correct clerical errors or omissions in the submitted DoH.

Tenderers must continue to fulfil the conditions on Access to Procurement, non-exclusion, non-rejection, selection criteria and 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 above-mentioned criteria and requirements, Tenderers / Contractors shall inform the Contracting Authority without delay.

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 per the provisions in Section 7.1.	All economic operators, as provided in Section 7.1.
A2	EU Restrictive measures Entity must meet the conditions as per Section 7.2 above.	As per the provisions in Section 7.2.	All economic operators, as provided in Section 7.2.

Table 4: Access to Procurement

13.2 Exclusion Criteria

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

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

Table 5: Exclusion Criteria

13.3 Rejection Criteria

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

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

Table 6: 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 conflicting interest Compliance with Section 10.1.2 above	As per the provisions in Section 10.1.2 .	All economic operators, as provided in Section 10.1.2 .
L3	Appointed Local Security Officer (“LSO”) – as per Section 10.1.3.1 .	As per the provisions in Section 10.1.3.1	All economic operators, as provided in Section 10.1.3.1 .
L4	Possession of a Facility Security Clearance (FSC) as per Section 10.1.3.2.	As per the provisions in section 10.1.3.2 .	All economic operators, as provided in Section 10.1.3.2 .
L5	Possession of PSC at the required level as per Section 10.1.3.3.	As per the provisions in Section 10.1.3.3	All economic operators, as provided in Section 10.1.3.3 .
L6	Capability for handling of EU COMSEC Items as per Section 10.1.3.4.	As per the provisions in Section 10.1.3.4 .	All economic operators, as provided in Section 10.1.3.4 .

Table 7: List of Legal and Regulatory Capacity Criteria

13.4.2 Economic and Financial Capacity

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

Ref #	Economic and Financial Capacity Criteria	To be Evidenced by:	Applicable to:
F2	The Tenderer must have a minimum yearly turnover of EUR 4,000,000.00 in the last three years preceding the year of launch of the present procurement procedure.	As per the provisions in Section 10.2.2.	The Tenderer, including its Core Team (cumulatively) in accordance with Section 4.1.

Table 8: 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 Experience of Tenderer in performing recent and comparable services.	As per the provisions in Section 10.3.1.	The Tenderer, including its Core Team (cumulatively) in accordance with Section 4.1.

Table 9: List of Technical and Professional Capacity Criteria

13.5 Minimum Requirements

Ref #	Minimum requirements	To be evidenced by:	Applicable to:
M1	Compliance with applicable environmental, social and labour law obligations established by European Union law, national legislation, collective agreements or the applicable international social and environmental conventions listed in Directive 2014/24/EU.	As per the provisions in Section 11.1.	All economic operators, as provided in Section 11.1.

Table 10: List of Minimum Requirements

13.6 Award Stage

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

13.6.1 Qualitative Award Criteria

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

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

The evaluation of the technical quality will be based on the ability of the Tenderer to perform the 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 Contract will be awarded to the Tenderer having passed the selection stage and offering the best value for money, i.e. the highest score in the final evaluation.

The final score of each tender is established by weighting technical quality against price on a **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. The Contract will be awarded to the Tenderer which will be ranked the highest (the best price-quality ratio).

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

The Contracting Authority shall not sign the Contract with the successful Tenderer 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 Disclaimers

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

15.2 Variants

Variants are not permitted under this procurement procedure.

15.3 Preparation costs of Tenders

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

15.4 Presentation of the Tender

15.4.1 Language

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

15.4.2 Outer envelopes

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

Each outer envelope shall carry the following information:

- Reference of the procurement procedure EUSPA/OP/02/25 and the project title “EGNSS Transversal Service Contractor”
- **Name of the Tenderer**
- The indication “***Tender - Not to be opened by the internal mail service***”
- **The address for submission of tenders (as indicated in section 15.6)**
- **The date of posting (if applicable)** should be legible on the outer envelope

15.4.3 Inner envelopes

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

- Envelope 1: “ADMINISTRATIVE DOCUMENTS”, with the name and stamp of the Tenderer and the reference of the procurement procedure “EUSPA/OP/02/25 “;
- Envelope 2: “TECHNICAL OFFER”, with the name and stamp of the Tenderer and the reference of the procurement procedure “EUSPA/OP/02/25 “;
- Envelope 3: “FINANCIAL OFFER”, with the name and stamp of the Tenderer and the reference of the procurement procedure “EUSPA/OP/02/25 “.

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

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

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

15.5 Content of the Tender to be Submitted

The Tender must be:

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

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

Note: The time for completion of the procurement evaluation and award of the Contract is of essence. The bidders are requested to read carefully the requirements, specified in the Tender Specifications for each exclusion and selection criterion and for the evidences, requested to demonstrate a compliance to them.²³

Should the Tenderer omit to submit or submits evidence that is not compliant²⁴ 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.**

15.5.1 Administrative File (ENVELOPE I)

Each Tender shall include an administrative file, containing:

Ref. #	ENVELOPE 1 – ADMINISTRATIVE DOCUMENTS
1)	<p>A cover letter, dated and signed by duly authorised representative of the Tenderer, including:</p> <ul style="list-style-type: none"> • A declaration of full acceptance of the terms and conditions of this Invitation to Tender (without prejudice to the possibility of declaring (duly justified) partial- or non- compliances to the contractual 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

²³ If during the tender preparation bidders need clarification on the requirements or requested evidence, they may refer to the opportunity to obtain such via the Q/A process – see section **Error! Reference source not found.** below.

²⁴ E.g. Issued by other than the specified authority / not signed/ outdated / signed by non-authorized person / signed by person for whom authorization is not demonstrated / discrepant with other documents in the tender, etc.

Ref. #	ENVELOPE 1 – ADMINISTRATIVE DOCUMENTS
	<p>to be in a position to meet the selection criteria (i.e. whether it belongs to the “Core-Team”), (ii) whether it will be involved in security sensitive activities (including a due justification / explanation), (ii) whether it will be accessing EU CI for the purpose of the Contract and at which classification level (for each entity), (iv) whether it will be accessing EU COM-SEC Items for the purpose of the Contract.</p> <ul style="list-style-type: none"> • 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). • A statement pertaining to the Conflicting Interest of the Contractor including all the details, as applicable, as required under Section 10.1.2.1 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)	The relevant declaration on foreign subsidies required under Section 9 above (Rejection Criteria).
3)	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.
4)	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 .
5)	<p>The duly filled-in and signed Identification Sheet of the Tenderer using the template in Annex I.A.</p> <p>Annex I.A (one per Tenderer including all the legal entities involved in the group and subcontractors and containing, where appropriate, as many Sections as legal entities involved).</p>
6)	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.1 (for other entities), to be submitted for each subcontractor/entity individually).
Access to Procurement	
7)	<p>The duly filled-in Declaration of Ownership and Control, using the template in Annex I.H – Part 2, including all necessary documents required in Annex I.H for the assessment of the compliance with the Participation Condition (see Section 7.1 above). To be submitted separately by each entity to which the Participation Conditions apply pursuant to Section 7.1 and Section 5 above.</p> <p>[IMPORTANT: Attention is drawn to Section 5 above.</p>

Ref. #	ENVELOPE 1 – ADMINISTRATIVE DOCUMENTS
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).
Selection Criteria – Security Requirements	
11)	Documents related to the appointment of the Local Security Officer for each entity (including group members and subcontractors) expected to handle EU classified information (EUCI) at the level of RESTREINT UE/EU RESTRICTED or above. See Section 10.1.3.1 above.
12)	Documents related to the possession of the Facility Security Clearance for each entity (including group members and subcontractors) expected to handle EUCI during the execution of the Contract at the level of CONFIDENTIEL UE/EU CONFIDENTIAL or above outside of the Contracting Authority’s premises. See Section 10.1.3.2 above.
13)	Documents related to the possession of the Personal Security Clearance for each individual (within any entity including group members and subcontractors) who is expected to carry out tasks requiring handling EU classified information at the level of CONFIDENTIEL UE/EU CONFIDENTIAL or above. See Section 10.1.3.3 above.
14)	Documents related to the capacity to handle EU COMSEC items by each entity (including group members and subcontractors) expected to handle EU COMSEC Items. See Section 10.1.3.4 above.
Selection Criteria – Economic and Financial Capacity	
15)	The duly filled in, signed and dated Financial Statements relating to the selection stage using the template in Annex I.E , complemented by the full financial statements for the last three financial years and a statement of turnover relating to the relevant services for this tender for the last three financial years as requested in Table 8 of these Tender Specifications. To be submitted separately by each entity on whose capacity the Tenderer intends to rely for the fulfilment of the Economic and Financial Capacity Criteria.
Selection Criteria – Technical and Professional Capacity	
16)	A declaration describing (and tracing to the evidence provided) the Tenderer’s experience in performing recent and comparable services, as required to fulfil criteria in section 13.4.3 (T1) ;

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

Ref. #	ENVELOPE 1 – ADMINISTRATIVE DOCUMENTS
18)	Tenderer's proposal on the (i.) Liquidated Damages Cap referred to in Article 7 of the Draft Contract, and the (ii.) Contractor Aggregate Liability Cap referred to in Article 23 of the Draft Contract.
19)	Duly filled-in and signed List of Background IPRs including Third-Party IPRs using the template in Annex II.XIII of the Draft Contract.
20)	Duly filled-in Template on Statistical Reporting using the template in Annex I.K , to be submitted by each economic operator (including group members and subcontractors) participating in this procurement.
21)	An electronic copy of each document submitted in the administrative envelope on CD-ROM or USB stick with the full set of documents in machine readable format (MS Office 2003 or later, or Adobe Reader Version 8.0 or later), strictly identical in full to the original tender.

15.5.2 Technical File (ENVELOPE II)

Each Tender shall include a technical file, containing:

Ref. #	ENVELOPE 2 – TECHNICAL OFFER
(1)	<u>An Executive Summary</u> (maximum 15 pages) providing a high level view of the Tenderer’s proposed organisation for the performance of the activities within the Tender and, if awarded, within the Contract;

A **Technical Proposal**, including at least the following:

- One chapter describing the team composition including the profiles (accompanied by CVs), size and competencies with specific justification for each of these parameters (size, competencies, profile) considering the content of the tender. The adequacy of the proposed resources to execute all the Tasks of the draft Contract SOW, as per **Qualitative Award Criterion Q1, will be assessed against this chapter.**
- One chapter describing the organisation and management of the activities and processes, highlighting also security, security accreditation, product assurance, configuration management, environmental and risk management aspects, including the following documents:
 - Project Management Plan
 - Security Management and Accreditation Plan
 - PA, QA, RAMS Plan
 - Work Breakdown Structure
 - Work Package Description
 - Requirement Verification Matrix
 - Environmental Management and Monitoring Plan (EMMP)
 - Configuration and Documentation Management (CADM) Plan
 - ILS and Maintenance Plan

The **Qualitative Award Criterion Q2 will be assessed against this chapter.**

- One chapter describing in detail how the Tenderers propose to provide adequate, efficient and reliable services in order to meet the applicable KPIs, including the following document:
 - KPI Monitoring and Management Plan.

(2)

The **Qualitative Award Criterion Q3 will be assessed against this chapter.**

- With regard to the competitive subcontracting requirement as set out under Section 5.2 of these Tender Specifications, Tenderers are required to include, in a dedicated section, a plan describing in detail how they plan to comply with the said requirement. The **Qualitative Award Criterion Q4 will be assessed against this chapter.**
- With regard to the promotion of the widest and most open participation possible of economic operators and in particular of the participation of start-ups, new entrants and SMEs, as set out under Section 5.2 of these Tender Specifications, Tenderers are required to include, in a dedicated section, a plan describing in detail how they plan to comply with the said requirement. The **Qualitative Award Criterion Q4 will be assessed against this chapter.**
- With regard to the general subcontracting principles as set out under Section 5 of these Tender Specifications, Tenderers are required to include, in a dedicated section, a plan describing in detail how they plan to comply with the said principles / requirements. The **Qualitative Award Criterion Q4 will be assessed against this chapter.**

Note: In respect of *Task 7 – Handover* (Section 10 of Annex II.IV – Statement of Work), the Technical Proposal shall reflect and be tailored to the individual situation of the Tenderer. For further details, please refer to the NOTE at the beginning of Section 10 of Annex II.IV – Statement of Work.

Note: Whenever the Tenderer is requested to provide any of the plans listed above under the second and third bullets as part of its proposal, the plan shall clearly explain:

- The assumptions under which the plan is developed;
- How the assumptions impact/drive/shape the activities to be performed;

	<ul style="list-style-type: none"> • The impact in case the assumptions are not met, and how these deviations are proposed to be tackled; • The activities to be performed; • The objectives to be achieved; • The main milestones and reviews.
(3)	<p>Duly written, signed and dated Statement of Compliance (using the template in Annex I.L) to the technical baseline, i.e. to the technical requirements and tasks described in these Tender Specifications and their technical annexes (in particular the Statement of Work). Tenderers are informed that their tenders will be assessed, by virtue of the qualitative criteria Q2 and Q3, on the level of compliance to the technical baseline and the credibility of the related justifications.</p> <p>For this purpose, Tenderers are required to follow the same rules and principles as detailed in Section 15.5.1, item 17).</p>
(5)	<p>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.</p>
(6)	<p>An electronic copy of each document submitted in the technical envelope on CD-ROM or USB stick with the full set of documents in machine readable format (MS Office 2003 or later, or Adobe Reader Version 8.0 or later), strictly identical in full to the original tender.</p>

15.5.3 Financial File (ENVELOPE III)

Each Tender shall include a financial file, containing:

Ref. #	ENVELOPE 3 – FINANCIAL OFFER
(1)	Duly signed and dated Financial Proposal using the template in Annex I.F.1.
(2)	Cost Sheets using the template in Annex I.F.2. Tenderers are informed that their tenders will be assessed, by virtue of the qualitative criterion Q6, on the credibility and appropriateness of costing.
(3)	<p>Financial proposal summary and Pricing methodology in a separate document attached to the Financial Proposal Template, providing:</p> <ul style="list-style-type: none"> ○ 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. <ul style="list-style-type: none"> ○ 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 subcontractors and subcontractors selected in competitive tendering outside the Group. <p>Should any risks contingency be included in the 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 e individually listed when defining the rates in the CONTRACT financial proposal.</p>
(4)	Duly filled-in proposal of the Payment Plan using the template in Annex II.XVIII of the Draft Contract.
(5)	An electronic copy of each document submitted in the financial envelope on CD-ROM or USB stick with the full set of documents in machine readable and editable format (MS Office 2003 or later), strictly identical in full to the original tender, including.

Note: In respect of *Task 7 – Handover* (Section 10 of Annex II.IV – Statement of Work), the Financial Proposal and Cost Sheets shall reflect and be tailored to the individual situation of the Tenderer. For further details, please refer to the NOTE at the beginning of Section 10 of Annex II.IV – Statement of Work.

The financial offer must respect the following conditions:

15.5.3.1 Prices

Prices quoted in Annex I.F.1, must be quoted in euros. Prices are firm and fixed and binding for the Tenderer/Contractor throughout the duration of the Contract.

15.5.3.2 VAT exemption

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

15.5.3.3 Currency and exchange rates

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

15.6 Submission

Without prejudice to the conditions of submission set out below, Tenderers may submit their tenders only electronically on 2 (two) CD-ROM, DVD or USB sticks with the full set of documents (as requested under Sections 15.4 and 15.5 of these Tender Specifications). The documents on these media must be identical and they shall be in machine readable format (MS Office 2003 or later, or Adobe Reader Version 8.0 or later). These media must be inserted in the outer envelope as described in section 15.4 of these Tender Specifications. They shall contain the following folder with the corresponding documents requested under section 15.5 of these Tender Specifications:

- Envelope 1: “ADMINISTRATIVE DOCUMENTS”;
- Envelope 2: “TECHNICAL OFFER”;
- Envelope 3: “FINANCIAL OFFER”.

The electronic versions of the tenders are considered as originals.

Tenderers must ensure that the electronic media and documents files are readable. In particular, they must take all the necessary measures to protect them during the transport to avoid any damage to them. Tenderers must ensure that the data on these media cannot be altered.

Tenderers are advised to

- use, and include into the outer envelope, different types of media (e.g. DVD and different types of USB sticks with the exception of RESTREINT UE/EU RESTRICTED (R-UE/EU-R) documents that can only be submitted on CD-ROM/DVD)) in order to eliminate the risk of non-readable media and files;
- create hashes of submitted documents files (in the form of algorithm MD5, SHA-256 or higher) and insert them, preferably as a paper printout of these hashes, into the outer envelope, together with the media;
- ensure that the data on these media cannot be altered.

If the submitted media and files are not readable, or contain R-UE/EU-R files on other digital media than CD-ROM/DVD, the Tenderers will have the possibility to resubmit the media provided that:

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

In case the Tender includes EU classified information (EUCI):

1. the envelope concerned (depending on whether the EUCI forms part of envelope 1, 2 or 3 as per the description in Sections 15.4 and 15.5 of these Tender Specifications) shall be split into two parts as follows:

- one UNCLASSIFIED part, and
- one R-UE/EU-R part organised in double envelopes or wrappings, whereby the outer envelope or wrapping must be opaque and not reveal that the package contains R-UE/EU-R information (as required by section 2.6.6 of the EU GNSS PSI). The inner envelope or wrapping has to bear the classification marking (R-UE/EU-R) and so does the content of the envelope.

2. with regards to the R-UE/EU-R part, relevant documentation shall be submitted on an electronic media. The media will be treated as RESTREINT UE/EU RESTRICTED (R-UE/EU-R) and will form part of the R-UE/EU-R part of the envelope concerned (as per above). **NOTA BENE:** No USB stick can be used for RESTREINT UE/EU RESTRICTED documents.

Tenders shall be submitted by post mail, express mail, commercial courier or hand-delivered and are to be submitted **not later than the relevant date and time specified in section 2.1 above** to the following address:

European Union Agency for the Space Programme
Legal and Procurement Department
Procurement procedure Ref.: EUSPA/OP/02/25
Janovskeho 438/2
170 00 Prague 7
Holešovice, Czech Republic

When Tenders are sent by post mail, express mail or commercial courier, a receipt must be obtained as a proof of submission.

In case the Tender is hand-delivered, a receipt must be obtained as a proof of delivery, signed and dated by the desk officer of EUSPA reception. The reception is open from 08.00 to 17.00 Monday to Thursday, and from 8.00 to 16.00 on Fridays. It is closed on Saturdays, Sundays, European Commission holidays and some Czech national holidays. The hand-delivery of Tenders outside the indicated business hours cannot be guaranteed, and it will usually not be possible due to absence of the desk officer of EUSPA reception.

Upon submission of Tenders by post mail, express mail, commercial courier or hand-delivery, Tenderers shall send an email of notification of submission to tenders@euspa.europa.eu, enclosing the receipt of the proof of submission or proof of delivery, as applicable. The subject of the email shall be: "EUSPA/OP/02/25: Submission of Tender by [insert name of legal entity / group]"

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

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.

15.7 Industry Day

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

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

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

15.8 Public opening of the Tenders

The Tenders will be opened on the date and time specified in Section 2.1 above, at EUSPA Headquarters, Janovského 438/2, Holešovice 170 00 Prague 7, Czech Republic.

This opening session will be public. One representative of each Tenderer may attend the opening of the Tenders. At the end of the opening session, the Chairman of the opening committee will disclose the names of the Tenderers and the decision concerning the admissibility of each offer received. The prices indicated in each Tender received will not be communicated.

Tenderers who wish to attend are invited to send a request (at least 5 (five) calendar days before the date and time of the opening) to the following e-mail address: tenders@euspa.europa.eu, specifying the name of the attending person and the Tenderer (s)he represents. The subject of the email shall be: "EUSPA/OP/02/25: request from [*insert name of legal entity / group*] to participate to the opening session".

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

15.9 Period of Validity of the Tenders

Period of validity of the Tenders, during which Tenderers may not modify the terms of their Tenders in any respect shall be twelve (12) months from the closing date for the submission of the Tenders.

15.10 Contacts with the Tenderers

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

Before the final date for submission of Tenders:

- At the request of the Tenderer, the Contracting Authority may provide additional information solely for the purpose of clarifying the nature of the Contract.
- Any requests for additional information by the Tenderers must be made in writing only to tenders@euspa.europa.eu. The subject line of the e-mail has to quote the reference of the procurement procedure: EUSPA/OP/02/25.
- Requests for additional information received after the deadline specified in Section 2.1 above cannot be processed.
- Any additional information will be published on the EUSPA website dedicated to the procurement. It is the economic operator's responsibility to check for updates and modifications during the submission period.

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

After the opening of Tenders:

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

15.11 Information for Tenderers

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

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

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

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

15.12 Data Protection

Personal data gathered for the purpose of the present procedure will be processed pursuant to Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data.

This data will be processed by EUSPA as indicated in the privacy statement published on the Agency's website (https://www.euspa.europa.eu/sites/default/files/documents/privacy_statement_relating_to_euspa_procurement_procedures_grants_prizes_and_selection_of_experts.pdf). Any request regarding your personal data should be addressed to the data controller responsible for the call for tenders (galileo-correspondence@euspa.europa.eu). You may also contact the Agency's Data Protection officer (DPO) at DPO@euspa.europa.eu. If your request has not been responded to adequately by the data controller and/or DPO, you can lodge a complaint with the European Data Protection Supervisor at edps@edps.europa.eu.

16 Abbreviations and Definitions

Abbreviation	Definition
CDA	Crypto Distribution Authority
COMSEC	COMmunication SECurity
COTS	Commercial-Off-The-Shelf
DPO	Data Protection Officer
DSA	Designated Security Authority
EC	European Commission
EGNOS	European Geostationary Navigation Overlay Service
EU	European Union
EUCI	EU classified information
EUSPA	European Union Agency for the Space Programme
FR	Financial Regulation
FSC	Facility Security Clearance
GAL	Galileo
GNSS	Global Navigation Satellite System
IPR	Intellectual Property Right
ITT	Invitation To Tender
KO	Kick Off
LEF	Legal Entity Form
LSO	Local Security Officer
NDU	Non-Disclosure Undertaking
NSA	National Security Authority
OJ	Official Journal
PRS	Public Regulated Service
PSC	Personal Security Clearance
RCO	Registry Control Officer
REQ	Requirement
RUE	RESTREINT UE/EU RESTRICTED
SAL	Security Aspects Letter
SME	Small and Medium Enterprise
TS	Tender Specifications
VAT	Value Added Tax

Table 11: Abbreviations

Term	Definition
Core Team members	(a) Prime Contractors, (b) any possible economic operator submitting the tender jointly with the prime tenderer (e.g., group members) and (c) any entity(ies)/subcontractors whose capacity is used by the tenderer to comply with selection criteria as per Section 10.
Group	For the purpose of this requirement the expression “Group” is meant to encompass i) the entity or the group of entities acting as a tenderer, ii) the entity /entities to which the tenderer or any of the members of the group acting as tenderer is affiliated, iii) the entities affiliated to the tenderer or to any of the members of the group acting as tenderer. An entity shall be deemed affiliated to the tenderer or any of the members of the group acting as tenderer if it is directly or indirectly controlling, controlled by or under common control of the tenderer or any of the members of the group acting as tenderer, provided that (i) such entity shall be considered an affiliate only for the time during which such control exists, and (ii) for the purpose of this definition, “control” shall be constituted in case any of the following applies to either the legal entity on one side or the tenderer or any of the members of the group acting as tenderer on the other side in relation to each other: (a) holding, whether directly or indirectly, a majority of the voting rights, (b) holding, whether directly or indirectly, more than 50% (fifty per cent) of the share capital, (c) having the right to appoint or remove a majority of the members of the board of directors or other management body, (d) having, by agreement, the right to exercise a majority of the voting rights. Entities which are directly or indirectly controlled by the same entity (as described in points (a), (b), (c) and (d) above are also considered affiliated entities.
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 responsible of the execution of the Contract vis-à-vis the Agency and its sole point of contact.
Subcontractor or sub-contractor	An economic operator that is proposed by a tenderer or contractor to perform part of a contract.

Table 12: Definitions

17 List of Annexes

Annex	Title
Annex I.A	Administrative Annexes: 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.1	Not used
Annex I.G.2	Template Non-Disclosure Undertaking (Re-Inforced) and Template Declaration on CIS Accreditation annexed to it
Annex I.H	Criteria for assessment of Participating Conditions, includes three parts: <ul style="list-style-type: none"> - Part I – Criteria for Assessment of Participation Conditions - Part II – Excel Spreadsheet – Declaration of Ownership and Control (Template) - Part III – Additional Information Regarding the Assessment of Participating Conditions
Annex I.J	Not used
Annex I.K	Template Statistical Reporting
Annex I.L	Template Statement of Compliance
Annex I.M	Not used
Annex I.N	Not used
Annex I.O	Not used
Annex I.P	Not used
Annex I.Q	Not used

Table 13: List of Annexes

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