EUSPA/OP/12/23

“EmeRgency Alerting System (ERAS)"

Annex I to the Invitation to Tender (ITT)

“Tender Specifications”
# TABLE OF CONTENTS

## 1 OVERVIEW

1.1 Context of the Tender .......................................................... 5

1.2 Purpose .............................................................................. 7

1.3 Outline of the Tender .......................................................... 8

1.4 Principles .......................................................................... 8

1.5 Applicable Legal Acts and Rules ........................................... 9

1.6 Procurement Schedule ......................................................... 9

1.7 Submission of Non-Disclosure Undertaking (NDU): Access to EU Proprietary Information and EU Classified Information (EUCI) ................................................................. 10

1.8 Customer Furnished Items/ Agency Undertakings ....................... 12

1.9 Handover Assets .................................................................. 12

## 2 ENVISAGED CONTRACTUAL APPROACH AND TERMS OF REFERENCE ............................................................... 13

2.1 Envisaged Contractual Approach ............................................ 13

2.2 Scope of the Tender .............................................................. 13

2.2.1 Framework Contract Technical Terms of Reference .................. 13

2.2.1.1 Framework Contract Statement of Work .............................. 14

2.2.1.2 Language of the Contract .................................................. 14

2.2.1.3 Ceiling Volume of the Contract .......................................... 14

2.2.1.4 Place of Performance ...................................................... 14

2.2.1.5 Duration ....................................................................... 14

2.2.2 Specific Contracts Technical Terms of Reference .................... 14

2.2.2.1 Specific Contract 1 (SC1) Technical Terms of Reference .......... 14

2.2.2.2 Evaluation Scenario Specific Contract 2 (ES-SC2): Technical Terms of Reference ................................................................. 16

2.2.2.3 Evaluation Scenario Specific Contract 3 (ES-SC3): Technical Terms of Reference ................................................................. 17

2.2.2.4 Evaluation Scenario Specific Contract 4 (ES-SC4): Technical Terms of Reference ................................................................. 18

2.3 Legal and Contractual Terms of Reference .................................. 19

2.3.1 Establishing Participation Conditions ..................................... 19

2.3.2 Participation conditions for Candidates/Tenderers (prime contractors, core team members and sub-contractors) .................. 19

2.3.3 Core Team and Industrial Organisation of Tenderer .................... 21

2.3.4 Change in the Composition of Tenderers .................................. 22

2.3.5 Participation of Consortia .................................................... 22
2.3.6 Compliance with competition laws in case of joint bidding (consortia) .......................... 23
2.3.7 Sub-contracting ........................................................................................................ 24
2.3.8 Supply Chain ........................................................................................................... 25
2.3.9 Professional Conflicting Interests ............................................................................ 27
2.3.10 Security Requirements .......................................................................................... 28
2.3.10.1 Local Security Officer ...................................................................................... 28
2.3.10.2 Facility Security Clearance .............................................................................. 28
2.3.10.3 Personal Security Clearance .......................................................................... 29
2.3.11 Applicable Law and Jurisdiction ......................................................................... 30

3 ASSESSMENT OF TENDERS ......................................................................................... 31
3.1 Exclusion Criteria ....................................................................................................... 31
3.2 Selection Criteria ....................................................................................................... 32
  3.2.1 Legal and Regulatory Capacity ................................................................................. 33
  3.2.2 Economic and Financial Capacity ......................................................................... 35
  3.2.3 Technical and Professional Capacity ...................................................................... 36
3.3 Minimum Requirements ............................................................................................ 37
3.4 Award Stage ............................................................................................................... 38
  3.4.1 Qualitative Award Criteria ..................................................................................... 38
  3.4.2 Financial Award Criteria ....................................................................................... 40
    3.4.2.1 General ........................................................................................................... 40
    3.4.2.2 Calculation of Financial Score of the Tender ................................................... 40
  3.4.3 Calculation of Final Score and Ranking of Tenders ............................................... 40

4 CONDITIONS OF SUBMISSION OF TENDERS ................................................................. 41
4.1 Disclaimers .................................................................................................................. 41
4.2 Variants ....................................................................................................................... 41
4.3 Preparation Costs of Tenders ................................................................................... 41
4.4 Presentation of the Tender ......................................................................................... 41
  4.4.1 Language ................................................................................................................ 41
4.5 Content of the Tender to be Submitted ................................................................... 41
  4.5.1 Administrative File (ENVELOPE I) ..................................................................... 41
  4.5.2 Technical Proposal (ENVELOPE II) ..................................................................... 45
  4.5.3 Financial Proposal (ENVELOPE III) ..................................................................... 47
    4.5.3.1 Content ............................................................................................................ 47
Annex I – Tender Specifications

4.5.3.2 Prices................................................................................................................................. 48
4.5.3.3 Cost Sheets.......................................................................................................................... 49
4.5.3.4 VAT Exemption.................................................................................................................... 51
4.5.3.5 Currency and Exchange Rates............................................................................................. 51

4.6 SUBMISSION ........................................................................................................................... 51

4.7 PUBLIC OPENING OF THE TENDERS ...................................................................................... 53

4.8 PERIOD OF VALIDITY OF THE TENDERS .............................................................................. 54

4.9 FURTHER INFORMATION ........................................................................................................ 54

4.10 INFORMATION FOR TENDERERS .......................................................................................... 55

4.11 DATA PROTECTION................................................................................................................ 55

4.12 TENDERER’S CONSENT TO USE THE INFORMATION SUPPLIED IN THE TENDER ............... 55

5 LIST OF ANNEXES .................................................................................................................... 56

LIST OF TABLES

Table 1: Procurement Timetable .................................................................................................... 10
Table 2: List of Legal and Regulatory Capacity Criteria ................................................................. 35
Table 3: List of Economic and Financial Capacity Criteria ............................................................... 36
Table 4: List of Technical and Professional Capacity Criteria .......................................................... 36
Table 5: List of Minimum Requirements .......................................................................................... 37
Table 6: List of Qualitative Award Criteria ...................................................................................... 39
Table 7: List of Annexes .................................................................................................................. 56
1 Overview

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

1.1 Context of the Tender

The European Union Agency for the Space Programme (hereinafter ‘EUSPA’, ‘the Agency’ or ‘the Contracting Authority’) is a European Union regulatory authority formed by the European Union to accomplish specific tasks related to the European GNSS components (Galileo and EGNOS), Copernicus, GOVSATCOM, and Space Situational Awareness.


Galileo is an autonomous European satellite radio navigation system which is interoperable with other existing GNSS systems, in particular the Global Positioning System (GPS). Galileo provides several services through a combination of capabilities of the core system components and interfacing entities: Service Facilities, Support Facilities and External Entities. At present, EUSPA provides the following services:

- **Open Service**, provides positioning and synchronisation information mainly for high-volume satellite navigation applications for use by consumers,
- **High Accuracy Service**, provides through additional data disseminated in a supplementary frequency band, high-accuracy positioning, and synchronisation information mainly for satellite navigation applications for professional or commercial use,
- **Public-Regulated Service**, restricted to government-authorised users for sensitive applications which require a high level of service continuity, including in security and defence, using strong and encrypted signals,
- **Search And Rescue**, in support of the Cospas-Sarsat (C/S), inter alia Forward Link Service (FLS), operational since December 2016, and Return Link Service (RLS), since January 2020. The latter has been designed to evolve towards additional needs (e.g. RLS Type-2, Two-Way Communication).

And plans to deliver more:

- **OS Navigation Message Authentication**, based on encrypted codes contained in the signals, intended mainly for satellite navigation applications for professional or commercial use,
- **Emergency Service**.

This section will describe the aspects related to Emergency Service, while the Search And Rescue aspects are presented in sections 2.2.2.2.1 and 2.2.2.3.1.

The so-called **Galileo Emergency Warning Satellite Service** (EWSS) allows for on-demand broadcast of alert messages and associated guidance to affected population in minutes. The service — introduced by the EU Space Programme Regulation — is free of charge with global coverage and provided in cooperation with Member States National Civil Protection Authorities. It complements existing warning systems and its

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implementation via Galileo satellites makes it resilient to ground destruction as well as independent of terrestrial mobile networks.

EWSS is a major differentiator for Galileo, compared to other GNSS, with a high strategic value. Up to 450 million EU citizens are expected to directly benefit of the service without the need for specific equipment besides a regular smartphone or smartwatch compliant with the Galileo OS SiS ICD.

The Agency intends to provide EWSS with minimum changes to the existing Galileo system, whilst delivering the following capabilities:

- **Single point of access** for National Civil Protection Authorities to make service requests;
- User Authentication of the alert message;
- Dissemination of an alert message of **122 bits**, including associated guidance to react;
- Worldwide access via the **Signal in Space on E1 and E5b**, without need for mobile or internet access – provided by the Galileo constellation;
- **Geo-location** information encoded in the message allows to alert only the affected population – handled by the receivers.

The main benefits EWSS bring to Member States National **Civil Protection Authorities** are:

- **Complementary** to existing public warning systems worldwide;
- **Free of charge** with **global coverage**;
- **Resilient** to ground infrastructure destruction;
- **Independent** of terrestrial communication infrastructure (such as mobile networks);
- **Versatile**, covering a wide range of hazards;
- **Fast**, reaching population within minutes independently of type of hazard;
- **Geotargeted**, alerting only affected population within target area, defined as an ellipse and encoded in message.
The EWSS provision model is depicted in the following figure:

![Figure 1 – EWS Service Provision Model – simplified](image)

The EWSS provision model is depicted in the following figure:

The Emergency Alerting System ("ERAS") – scope of this procurement procedure – is the system meant to be deployed within Galileo System in order to deliver the following functionalities:

- to provide a Single point of access for National Civil Protection Authorities to make service requests,
- to support the process for authorising (on behalf of EC) the registration of the MS Civil Protection Authorities (CPA),
- to provide the CPA with a secure interface to submit their alert requests, compatible with CAP format,
- to validate the alert request and generates the Galileo Emergency Warning Message (including signature),
- to distribute the EWM to the Galileo Core for transmission within the Galileo SiS to an EWSS-capable receiver,
- To monitor and report about the different transactions above.

Please note that significant evolutions of ERAS are expected to introduce additional functionalities related to the Search And Rescue Service, existing GNSS service to leverage synergy with the SAR/Galileo Data Service Provider as further indicated below.

### 1.2 Purpose

The objective of this Invitation to Tender is to conclude a Framework contract (hereinafter referred to as “the Contract”, “Framework Contract”, or “FWC”) as well as a first specific contract for the development,
deployment and integration of the EmErgency Alerting System, further referred to as ERAS, as described in present Tender Specifications.

1.3 Outline of the Tender

Name: EUSPA/OP/12/23 – EmErgency Alerting System (ERAS)

Procedure: Open Procedure for the signature of a single framework contract in accordance with Article 164(1)(a) of Regulation 2018/1046 on the financial rules (hereinafter ‘Financial Regulation’ or ‘FR’).

Lots: Not applicable.

1.4 Principles

- Tenderers are required to accept all the terms and conditions set out in the Invitation to Tender, Tender Specifications, and Draft Contract. Tenderers are required to waive their own general or specific terms and conditions. The terms and conditions set out in the Invitation to Tender, Tender Specifications, and Draft Contract shall be binding on the tenderer to whom the contract is awarded for the duration of the contract.

- 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, evaluating, and comparing tenders will lead to rejection of his tender and may result in administrative penalties.

- The Invitation to Tender and any subsequent document for this activity to be issued by the EUSPA during this procurement procedure are in no way binding on EUSPA. EUSPA’s contractual relationship commences only upon signature of the Contract with the successful Tenderer.

- Until the signature of the Contract, EUSPA 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 Agency to use any information contained in the Tender in legal proceedings related to procurement regardless of the parties involved to the extent as necessary or appropriate for due protection of Agency’s rights. Should the Agency use the content of the Tender for this purpose, the Tenderer waives any claim for any compensation of any kind whatsoever or any claim related to confidentiality and/or data protection.

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1.5 Applicable Legal Acts and Rules

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


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


In the general implementation of its activities and for the processing of tendering procedures in particular, regarding confidentiality, personal data treatment and public access to documents, the EUSPA 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, and;
- 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);

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 of any part of performance under the FWC contemplated to be awarded as a result of the current procurement procedure.

1.6 Procurement Schedule

<table>
<thead>
<tr>
<th>Timetable</th>
<th>Date</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Submission for publication of contract notice to the supplement to the Official Journal by the EUSPA.</td>
<td>14 May 2024</td>
<td></td>
</tr>
</tbody>
</table>
Table 1: Procurement Timetable

<table>
<thead>
<tr>
<th>Timetable</th>
<th>Date</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deadline for submission of a non-disclosure undertaking (hereafter referred to as ‘NDU’) for access to Proprietary Information</td>
<td>05 June 2024</td>
<td>In accordance with Section 1.7 below. The economic operators are advised to abide by the deadline specified herewith in order to have enough time for preparation of their tender.</td>
</tr>
</tbody>
</table>
| Deadline for requests for clarifications.           | 26 June 2024 | Requests to be sent in writing only to: 
|                                                     |            | tenders@euspa.europa.eu                                                                                                                   |
| Last date on which clarifications are issued by EUSPA. | 28 June 2024 | All clarifications will be published on EUSPA procurement website: https://www.euspa.europa.eu/opportunities/procurement                  |
| Deadline for submission of tenders.                 | 04 July 2024 | According to conditions of submissions set out in Section 4.6 of these specifications.                                               |
| Opening session and start of evaluation session.     | 10 July 2024 | As per Section 4.7 of these specifications                                                                                             |
| Completion of evaluation and award                  | August 2024 | Estimated                                                                                                                               |
| Signature of contract                               | September 2024 | Estimated                                                                                                                              |
| Kick-off of contract                                | September 2024 | Estimated                                                                                                                              |

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

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

Before the deadline indicated above in Section 1.6, the prime Tenderer or the consortium coordinator may request access to the proprietary information and classified information marked as such in the CISL, which is relevant for drafting the tender. EUSPA will dispatch such information in electronical form only.

The NDU must be signed only by the prime Tenderer or the consortium coordinator. The prime Tenderer applicant or consortium 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 contractor’s consortium and any of the sub-contractors and any personnel he may draw on for the preparation of the tender proposal.
For this purpose, the prime Tenderer applicant or consortium coordinator shall each submit:

1. NDU using the form attached in Annex I.G;
2. Legal Identification Form (the “LEF”) and the supporting documents indicated in the LEF;
3. Proof that the person signing the NDU is authorised to represent the tenderer/sub-contractor;
4. Specifically about EU Classified Information (EUCI), the tenderer shall evidence the appointment of Company Security Officer.
5. Evidence the tenderer CIS and respective interconnections have been accredited for handling RESTREINT UE/EU RESTRICTED information.

If possible, Tenderers should submit the documentation only electronically to tenders@euspa.europa.eu. The documents 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)).

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/12/23
Janovského 438/2
170 00 Prague 7
Holešovice, Czech Republic

In parallel, the tenderers shall send the documents above to tenders@euspa.europa.eu to allow a faster treatment of the request, together with a proof of dispatch of the originals.

Only entities 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 proprietary and/or classified information. This does not prejudice the verification of the specific participation conditions subject to Section 2.3.1 to be performed separately against the tenderers. In addition, the proprietary and/or classified information are only available to potential tenderers or sub-contractors. The Contracting Authority reserves the right to refuse the access to the proprietary and/or classified information to entities which cannot provide sufficient evidence of capability to perform the contract(s).

Before disclosure of proprietary and/or classified information to their sub-contractors, the Tenderer shall ensure that such sub-contractors:

- have proven need to know for the purpose of participation / supporting Tenderer’s offer for the present tender,
- are bound by provisions equally onerous to those of the NDU signed by them, and
- fulfil the conditions of the present Tender Specifications.

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

Without prejudice to further legal measures, exchange of any proprietary and/or classified information subject to NDU with any person who has not previously signed the relevant NDU may lead to exclusion from the procurement procedure under the discretion of the Contracting Authority.
Agreements previously signed by economic operators for access to the proprietary and/or classified information not related to this procurement are not regarded as fulfilling the present requirements for the NDU.

Potential tenderers that decided not to submit a tender must return all classified information (EUCI) within 15 (fifteen) working days from the deadline for submission of tenders (see table in Section 1.6). Likewise, if the procurement is cancelled or the tenderer is unsuccessful, the tenderer is required to return all classified information (EUCI) within 15 (fifteen) working days after publication of the relevant contract award notice in the Official Journal of the European Union.

1.8 Customer Furnished Items/ Agency Undertakings

For the performance of the contract, the Contractor will be provided with a set of CFI by the CA:

- technical support in the frame of ERAS activities (i.e. definition of internal ERAS – RLSP interface control document);
- digital certificates (e.g. SubCA) and sets of keys (public/private) to enable ERAS for operating authentication features;
- access to the SAR Galileo Service Centre to plan, perform and report about ERAS deployment, AIV and operational qualification.

1.9 Handover Assets

For the performance of the contract, the Contractor will be provided with a set of Handover Assets by the CA:

- STELLAR deliverables, as identified in the FWC CISL (code PRG-6).
2 Envisaged Contractual Approach and Terms of Reference

2.1 Envisaged Contractual Approach

The objective of this procurement is to conclude a single service Framework Contract (FWC) with a maximum duration of four (4) years, as described in Section 2.2.1.5.

The FWC shall be implemented through Specific Contracts (SCs), in line with the essential terms established at FWC level. EUSPA envisages to sign several such SCs during the execution of the FWC for the nominal service provision. It is planned to conclude SC1 along with the signature of the FWC, which shall be defined as follows:

- SC1 shall cover all the activities described in Section 2.2.2.1 and the detailed requirements described in the SOW.

In addition to SC1, the Contracting Authority intends to evaluate the remainder of the service provision through means of a simulation exercise for SC2, SC3 and SC4, called Evaluation Scenarios (ES-SC2, ES-SC3, ES-SC4). They can be found in Section 2.2.2.2, 2.2.2.3 and 2.2.2.4 respectively as well as included in Annex I.L; they form part of the overall Total Price for Evaluation Purposes of the Tender. These scenarios shall be considered as non-binding for the Contracting Authority and only for the purposes of the evaluation, unless the Contracting Authority will require the Contractor to perform the same activities as described in the evaluation scenario during the course of the FWC.

The FWC activities shall be priced on a Fixed Unit Price (FUP) basis as per Annex I.L.

2.2 Scope of the Tender

The scope is specified in these Tender Specifications, its annexes and here below.

2.2.1 Framework Contract Technical Terms of Reference

The FWC is setting out the scope, the technical specifications and the contractual terms and conditions and appropriate pricing structure for the activities and services to be delivered by the Contractor throughout the duration of the FWC.

To provide visibility on the envisaged implementation of the Framework Contract, 2 categories of Specific Contracts are described herewith:

- Committed Specific Contracts which include activities which can already be defined by the Agency with high level of certainty and for which inputs are known at the time of drafting the Tender Specifications, which are to be signed simultaneously with the FWC (see SC1 as described in section 2.2.2.1)

- Envisaged Specific Contracts Scenarios which are composed of a set of activities defined by the EUSPA assuming what would be future needs based on Agency’s needs as known at the time of the present procurement, which shall have to be confirmed at the time of such specific contract issue in future. In case the requirements and assumptions for a Scenario does not change at the time the Agency decides to procure the corresponding activities, the Scenario can be turned into a Specific Contract without the need for the Agency to release a Work Order for a new Specific Contract, hence the offer for these scenario Specific Contracts shall be binding for the overall FWC duration (see evaluation
scenario SC2 as described in section 2.2.2.2, evaluation scenario SC3 as described in section 2.2.2.3 and evaluation scenario SC4 as described in section 2.2.2.4). The price proposed for the scenario SCs shall be considered when calculating the Price of the Tender calculating their aggregate price.

The Committed Specific Contract and Envisaged Specific Contracts Scenarios defined herewith are without prejudice any further Specific Contracts that may become needed during the FWC.

2.2.1.1 Framework Contract Statement of Work

The general technical requirements regarding ERAS are specified in Annex I.I.a Framework Contract - Statement of Work.

The activities to be performed are also detailed in the Annex I.I.a.

2.2.1.2 Language of the Contract

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

2.2.1.3 Ceiling Volume of the Contract

The ceiling estimated for the maximum duration of the FWC is 7,000,000.00 EUR, for the whole duration of the FWC.

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 164(5)(f) in connection with point 11.1(e) of Annex I of FR. The maximum additional value of new services would be 50% of the initial value of the FWC.

2.2.1.4 Place of Performance

The contractor shall work in its own premises.

Specific activities (i.e. deployment of the assets) or meeting with the Contracting Authority will be agreed with the performance of the contract.

2.2.1.5 Duration

The expected duration of the Framework Service Contract is 48 months from the signature of the Contract, with no renewal (i.e. 4 years maximum).

2.2.2 Specific Contracts Technical Terms of Reference

The Technical Terms of Reference for the Specific Contracts are found in this section.

2.2.2.1 Specific Contract 1 (SC1) Technical Terms of Reference

2.2.2.1.1 Purpose

The Contractor will deliver ERAS as a turnkey solution that shall enable EUSPA to deliver EWSS to National CPA. The ERAS is to ensure the continuous service provision, with proper data integrity, availability, and
latency. The assets procured as result of the present procurement procedure shall be operated by an external service provider with whom the Agency holds a separate contractual relationship.

The Contractor is required in the SC1 to design, to develop, to deliver and to integrate ERAS into the designated Galileo Service Facility, to support its entry to operations, and to provide maintenance for a period of six months after the acceptance by the Contracting Authority.

In addition, the Contractor is required to deliver a smartphone application, which will be used to showcase the EWSS and become an EU official application. That application will be used 1/ during the contract execution, to achieve end-to-end qualification and to perform service demonstration; 2/ after the execution of the contract, as promotional tool for the Contracting Authority to foster user adoption.

For better efficiency, the tenderers will receive the source codes and all the documentation (SC1-PRG-6 from SC1 CISL; EUSPA-GAL-SE-CISL-A25975) from a previous project which delivered an EWSS demonstrator and a pilot smartphone application. The main objective of the SC1 is to deploy a more robust version onto Galileo operational systems.

The activities to be performed are detailed in the Annex I.I.b.

For more high-level context, please refer to section 1.1.

2.2.2.1.2 SC1 Statement of Work

The technical requirements regarding ERAS SC1 are specified in Annex I.I.b Specific Contract 1 - Statement of Work (SC1 SoW).

2.2.2.1.3 Place of Performance

Development tasks shall take place at the contractor’s premises and assets shall be stored at the contractor’s premises until their delivery is approved by EUSPA. During the development phase, occasional travelling to EUSPA premises in Prague (Czechia) or Toulouse (France) should be expected as part of review and progress meetings.

The main place of the delivery, installation and maintenance of equipment shall be at the SAR Galileo Service Centre (SGSC), in Toulouse (France).

Some coordination and engineering activities might be needed in other European Galileo-related sites in the form of occasional short-term missions.

2.2.2.1.4 Duration

SC1 shall run for 18 months (including 6 months of maintenance) from the signature of the specific contract, with an estimated signature early September 2024.

Maintenance shall start after successful Acceptance Review, which shall be achieved at the latest 12 months after the entry into force of the Specific Contract. An incentive scheme as per article 20 of the draft FWC is expected to be included in Specific Contract 1.

2.2.2.1.5 Budget

The maximum total amount to be paid under this SC1 is envisaged to be EUR 3,500,000.00 (three millions five hundred thousand euros).
2.2.2.1.6 **Deliverables**

The deliverables of the SC1 shall be in accordance with the Deliverable Requirements List, part of the relevant SC1 SOW (Annex I.I.b).

### 2.2.2.2 Evaluation Scenario Specific Contract 2 (ES-SC2): Technical Terms of Reference

#### 2.2.2.2.1 ES-SC2 Purpose and Scope

In ES-SC2, the Contractor shall enhance ERAS to manage additional requests related to SAR Beacon Command Service, for activating or deactivating compatible SAR beacons.

The Galileo Search and Rescue (SAR) Service detects and locates people in distress and communicates their position to Rescue Coordination Centres worldwide in support of the Cospas-Sarsat (C/S) system. EUSPA contributes to C/S system with the SAR/Galileo Forward Link Service (FLS) and the SAR/Galileo Return Link Service (RLS). The latter has been designed to support different types of needs (e.g. RLS Type-2, Two-Way Communication) and is so far providing RLS Type-1 Acknowledgement Service.

The existing SAR/Galileo services will be augmented with a new on-demand service, the Beacon Command Service for Remote Beacon Activation (BCS-RBA), also called SAR/Galileo Remote Beacon Activation Service (RBA).

The SAR/Galileo Remote Beacon Activation Service uses the Return Link Service to send predefined commands to SAR beacons to perform specific actions. It will allow Authorised Users (BCS-AU) to request beacon commands via the Beacon Command Service User Management Function (BCS-UMF).

In the context of this tender, ERAS will act as the BCS-UMF.

The Galileo system will send the corresponding Return Link Messages (RLM) via its Open Service (E1) to the beacon. The beacon will respond to the command received. The commands include Remote Activation and Remote Deactivation, as well as Remote Triggering of a Self-Test.

BCS-RBA is a major differentiator for Galileo, compared to other GNSS, with a high strategic value. It is in line with EUROCAE’s Minimum Aviation System Performance Standard (MASPS ED-277), jointly developed with EUSPA, and answers to ICAO’s recommendation for Autonomous Distress Tracking (ADT).

#### 2.2.2.2.2 ES-SC2 Statement of Work

The technical requirements regarding ERAS ES-SC2 are specified in Annex I.I.c Specific Contract 2 – Statement of Work (ES-SC2 SoW).

The activities to be performed are also detailed in the Annex I.I.c.

#### 2.2.2.2.3 Place of Performance

Development tasks shall take place at the contractor’s premises and assets shall be stored at the contractor’s premises until their delivery. During the development phase, occasional travelling EUSPA premises in Prague (Czechia) or Toulouse (France) should be expected as part of review and progress meetings.

The main place of the delivery, installation and maintenance of the assets shall be at the SAR Galileo Service Centre (SGSC), in Toulouse (France).

Some coordination and engineering activities might be needed in other European Galileo-related sites in the form of occasional short-term missions.
2.2.2.2.4 **Duration**

ES-SC2 is envisaged to run for 12 months from March 2025.

2.2.2.2.5 **Budget**

The maximum total amount envisaged to be paid under ES-SC2 is **EUR 1,500,000.00** (one million five hundred thousand euros).

2.2.2.2.6 **Deliverables**

The deliverables of the ES-SC2 shall be in accordance with the Deliverable Requirements List, part of the relevant SC2 SOW (Annex I.I.c).

### 2.2.2.3 Evaluation Scenario Specific Contract 3 (ES-SC3): Technical Terms of Reference

#### 2.2.2.3.1 **ES-SC3 Purpose**

In ES-SC3, the Contractor shall enhance ERAS to manage additional external requests related to SAR Two-Way Communication Service.

The European Commission, on behalf of the EU, has already submitted a working document to sponsor Two-Way Communication (TWC) Service towards the International Maritime Organisation (IMO).

The TWC capability messaging service is a means to improve the situational awareness of a person in distress and can be beneficial in managing the rescue operation. The Service will offer to the RCC operator the possibility of sending instructions or collecting information on the on-going distress situation by contacting the beacon user directly: for instance, giving instruction to facilitate the rescue, obtaining information about the number of people to be rescued, the urgency of the situation, etc.

The operational concept of this capability will be achieved by implementing bi-directional communications between the beacon user and the SAR authorities using the Return Link Signals (RLS) and a set of encoded messages embedded in the beacon. The SAR authorities will be able to send pre-defined questions and instructions to the beacon user via a TWC-interface (subject matter of the Contract). From the beacon side, it will be able to send pre-defined answers to questions to the SAR authorities via a modified 406 forward link alert message (FLAM) routed through C/S up-to the TWC interface.

#### 2.2.2.3.2 **ES-SC3 Statement of Work**


The activities to be performed are also detailed in the Annex I.I.d.

N.B.: the technical requirements above are subject to modifications. The Contracting Authority reserves the right to inject those modifications via change request as per the provisions of the contract.

#### 2.2.2.3.3 **Place of Performance**

Development tasks shall take place at the contractor’s premises and assets shall be stored at the contractor’s premises until their delivery. During the development phase, occasional travelling EUSPA premises in Prague (Czechia) or Toulouse (France) should be expected as part of review and progress meetings.

The main place of the delivery, installation and maintenance of the assets shall be at the SAR Galileo Service Centre (SGSC), in Toulouse (France).
Some coordination and engineering activities might be needed in other European Galileo-related sites in the form of occasional short-term missions.

2.2.2.3.4 **Duration**

ES-SC3 is envisaged to run for 12 months from March 2025.

2.2.2.3.5 **Budget**

The maximum total amount envisaged to be paid under ES-SC3 is **EUR 1,000,000.00** (one million euro).

2.2.2.3.6 **Deliverables**

The deliverables of the ES-SC3 shall be in accordance with the Deliverable Requirements List, part of the relevant SC3 SOW (Annex I.I.d).

### 2.2.2.4 Evaluation Scenario Specific Contract 4 (ES-SC4): Technical Terms of Reference

**2.2.2.4.1 ES-SC4 Purpose**

In ES-SC4, the Contractor shall provide the Agency with two additional instances of the Solution in the relevant version as delivered in the relevant specific contracts, as described below.

The first additional instance – replica – shall be installed within the Galileo Infrastructure hosted in the European GNSS Service Centre (E-GSC) nearby Madrid (Spain). A redundant RLSP equipment will be located there, hence the Contractor shall perform all the necessary tasks to deliver a redundant (replica) instance of the Solution. The Contractor is to provide maintenance to that additional instance for a period of six months after the acceptance by the Contracting Authority.

The second additional instance - virtual- shall be installed in a virtual environment within the SAR/Galileo Service Centre (Toulouse) that will be provided to the Contractor.

The Contractor shall propose as options the exhaustive list of configurations to be replicated (i.e. SC1, ES-SC2, and ES-SC3 replications quoted separately).

The two additional instances will include all the functions of the original Solution, being either the one from SC1, and/or those functions procured via ES-SC2 and ES-SC3.

**2.2.2.4.2 ES-SC4 Statement of Work**

The technical requirements regarding ERAS ES-SC4 are specified in Annex I.I.e Specific Contract 4 - Statement of Work (ES-SC4 SoW).

The activities to be performed are also detailed in the Annex I.I.e.

**2.2.2.4.3 Place of Performance**

Any development tasks shall take place at the Contractor’s premises and assets shall be stored at the contractor’s premises until their delivery.

The places of the delivery, installation and maintenance of the assets shall be at the European GNSS Service Centre nearby Madrid (Spain) and the SGSC in Toulouse (France).
2.2.2.4.4 Duration

The Contracting Authority could consider two distinct schedules for the first additional instance, in the case the replica RLSP will be available at the E-GSC before the end of SC1:

- During SC1, where the Contractor shall demonstrate the replication of the Solution will be optimised in terms of cost and time, following its initial deployment and operations in SGSC;
- After the completion of SC1, and any combination of ES-SC2 and ES-SC3, where the Contractor shall consider maximum 6 months of activities from January 2026 indicatively.

The schedule for delivering the second instance – virtual – shall be proposed by the Contractor.

2.2.2.4.5 Budget

The maximum total amount envisaged to be paid under ES-SC4 is EUR 1,000,000 (one million euro).

2.2.2.4.6 Deliverables

The deliverables of the SC4 shall be in accordance with the Deliverable Requirements List, part of the relevant SC4 SOW (Annex I.I.e).

2.3 Legal and Contractual Terms of Reference

2.3.1 Establishing Participation Conditions

Galileo is a critical European infrastructure, providing services for security applications that require high continuity. The purpose of the procurement is the delivery of a new Galileo element to improve EU public safety, its operations will have direct impact to the EU citizens.

Given its contribution to the protection of the essential security interests of the Union and its Member States, the procurement of goods and services must ensure the confidentiality of the sensitive information.

2.3.2 Participation conditions for Candidates/Tenderers (prime contractors, core team members and sub-contractors)

Therefore, in order to protect the essential security interest of the Union and its Member States, in accordance with Article 24 of the Space Regulation, 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.

- ‘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;
- 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).
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 provision ‘control’ means the ability to exercise a decisive influence over a legal entity directly or indirectly through one or more intermediate legal entities.

These participation conditions shall be met at the moment of submission of the tender and throughout the whole duration of the resulting contract, if awarded and will be checked by the contracting authority at the moment of tender evaluation. In case of any changes related 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 document entitled “Criteria for assessment of participating conditions” available in Annex I.K – Part 1 describes the information to be provided by the Candidates/Tenderers (including prime contractor, core team and sub-contractors) which will be used to assess the criteria a), b) and c) above. Please note that for the assessment of control the filling, signature and submission of the Declaration of Ownership and Control in Annex I.K – Part 2 is required. Additional guidelines on the criteria which will be applied and the circumstance which will be taken into account by the contracting authority and the competent tender evaluation boards to assess the situation of dominant influence are contained in Annex I.K – Part 3.

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

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

Due to the security dimension and essential interests related to the activities under the contract, the Contracting Authority will not accept requests for waiver for the conditions laid down in point a), b) and c) of para 2.5.2 above for the prime contractor.

In this procurement, EUSPA may, upon a motivated and justified request, decide to waive the condition laid down under points a), b) and c), above, with regards to any entity which applies as a core team member or subcontractor.

• The Contracting Authority may decide to waive the conditions laid down in points a) and/or b) (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.

• The contracting authority may decide, upon a motivated and justified request, to waive the condition laid down in point c), above.
When the request for waiver refers to point c), above, it shall include the assessment from a competent authority of a Member State in which the entity is established guaranteeing that:

a. control over the entity is not exercised in a manner that restrains or restricts its ability to:
   i. carry out the procurement; and
   ii. deliver results, in particular through reporting obligations;

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

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

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

The waiver under points a) and/or b), above, 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), above, will not be automatically granted even if the conditions a., b., and c. above 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.

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

In accordance to the Council Implementing Decision (EU) 2022/2506 adopted on 15 December 2022 on measures for the protection of the Union budget against breaches of the principles of the rule of law in Hungary it’s been established that, where Union budget is implemented in direct or indirect management pursuant to of Article 62(1) points (a) and (c) of Regulation (EU, Euratom) 2018/1046, no legal commitments shall be entered into with any public interest trust established on the basis of the Hungarian Act IX of 2021 (or any other entity maintained by such a public interest trust).

### 2.3.3 Core Team and Industrial Organisation of Tenderer

Tenderers are required to present their Core Team (i.e. prime contractor, including, where relevant, all consortium members, and those sub-contractors which are essential in order for the Tenderer to meet the selection criteria under Section 3.2), including the role and responsibilities of the respective entities for the purpose of this procurement as well as a description of the Group to which they belong.

Tenderers shall prove that they will have at their disposal the resources necessary for performance of the FWC by providing Annex I.D (Letter of Intent) on the part of every entity on whose resources it relies in order to fulfil the selection criteria (i.e. all 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 FWC.
2.3.4 Change in the Composition of Tenderers

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

2.3.5 Participation of Consortia

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

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

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

Each member of the consortium must provide the required evidence for the exclusion and selection criteria (see Sections 3, below). Concerning the selection criteria “economic and financial capacity” as well as “technical and professional capacity”, the evidence provided by each member of the consortium will be assessed to ensure that the consortium as a whole fulfils the criteria.

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

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

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

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

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

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

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

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

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

Consortia may submit a tender on the condition that their joint bid does not result in the restriction or elimination of competition. For detailed information regarding the applicable competition law principles, tenderers are invited to consult the Commission’s Horizontal Guidelines\(^3\) (“Guidelines”).

Restriction or elimination of competition may occur when the members of the consortium are (even potentially) competing on the same market and one (or more) member(s) of the consortium would be realistically capable to carry out the contract individually, i.e. the consortium includes more members than what is strictly necessary in order to carry out the contract.\(^4\) The same principle applies in the context of tenders for specific lots.\(^5\).

For this reason, joint bidding by entities that could have otherwise competed for the procured lot(s) may restrict or eliminate competition on the market. Joint bidding by a consortium composed of potential and/or actual competitors may still be allowed if the joint bid provides significant efficiencies compared to the potential individual bids (see below).\(^6\)

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

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

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\(^4\) See points 352 to 357 of the Guidelines.

\(^5\) See point 354 of the Guidelines.

\(^6\) See point 358 and 359 of the Guidelines.
Or, failing that, why the joint bid (cumulatively):\(^7\)

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.

### 2.3.7 Sub-contracting

(i) The contractor may call on sub-contractors to perform part of the contract and to fulfil selection criteria. However, subcontracting shall not relieve the eventual Contractor from its obligations under the FWC. In this respect, the Contractor will remain the sole person legally and financially responsible vis-à-vis the Contracting Authority.

(ii) When sub-contracting, the Tenderer shall ensure the sub-contractor’s compliance with the exclusion criteria set out in the present Tender Specifications. **Tenderers shall provide the subcontractor’s Declaration of Honour, as provided in section 3.1.** Regarding the subcontractors’ compliance with the selection criteria, attention is drawn to the Important Note at the end of Section 3.2.3.

(iii) Third parties from which Commercial Off-the Shelf (COTS) products are procured for the purpose of this FWC shall not be considered subcontractors except for the purpose of demonstrating compliance to the requirements related to subcontracting shares set under the paragraph below, unless such COTS are used or present elements of connection with security relevant activities\(^8\) or they are part of the Core Team. In such latter case, the Tenderer shall have to prove the compliance of these subcontractors to the participation conditions and all other requirements set in the tender specifications, applicable to subcontractors. The Tenderer shall present a list of such third parties / COTS product for verification by the Contracting Authority.

(iv) Where no subcontracting is indicated in the tender, the work will be assumed to be carried out directly by the Tenderer.

(v) Any change in subcontracting during the procurement procedure (i.e., after the submission deadline and before contract signature) is not permitted unless specifically authorised in writing by EUSPA as per below.

(vi) If the Tenderer requests that a subcontractor be removed or replaced, then the Contracting Authority must verify the following conditions:

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\(^7\) See point 358 of the Guidelines.

\(^8\) COTS used merely as tools for production / processing of EU Classified Information not contributing / having particular role in their content elaboration / processing / protection from unauthorised access shall not be considered having security implications (text editing programmes, paper, printing equipment, etc.).
1. whether the new subcontractor (if any) is not in an exclusion situation;
2. whether the new subcontractor (if any) fulfils the applicable participation conditions (see section 2.2.1);
3. whether the Tenderer still fulfils the selection criteria with the new subcontractor, if any, (see section 3.2) compared to the tender originally submitted and whether the new subcontractor fulfils the selection criteria applicable to it, if any;
4. whether the new subcontractor is not subject to restrictive measures;
5. whether the change in subcontracting does not entail a substantial change in the tender. This condition is met as long as:
   (a) all the tasks assigned to the former subcontractor are taken over by another entity involved (a new subcontractor or a member of the Consortium or the sole tenderer itself, subject to relevant aforementioned conditions);
   (b) the change in subcontracting does not make the tender non-compliant with the Tender Specifications;
   (c) the change in subcontracting does not modify the evaluation of award criteria of the tender as originally submitted.

(vii) In the case where, during the procurement procedure, a subcontractor is affected by an exclusion situation or is rejected due to failure to compliance with selection criteria, the Authorising Officer shall:
- notify the exclusion or rejection to the Tenderer;
- request whether and by whom all the tasks assigned to the excluded or rejected entity are taken over (it may be a new subcontractor or a member of the Consortium or the sole tenderer itself);
- inform about the applicable conditions, as per above.

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

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

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

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

### 2.3.8 Supply Chain

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

According to Article 17 (1) (a) of the Space Regulation, the EUSPA intends to promote the widest and most open participation possible by economic operators, in particular start-ups, new entrants and SMEs. On this basis and for the purposes of Article 17 of the Space Regulation, as will be set out in the draft Framework
Contract, the Contractor shall have to achieve, in the course of the execution of the contract, a minimum 15% share of sub-contracting to be awarded in competitive tendering outside the Group\(^9\).

The Tenderer shall provide in its offer a detailed plan on how to achieve the above-mentioned target and the relevant milestones. The quality of the plan, the target percentage and the relevant commitments will be subject to the assessment under award criterion Q5. The bidders are invited to consider and assess the possibility to propose and commit to a share higher than the minimum, up to 30% or more of the contract value, in line with the provisions of Article 17 of the Space Regulation, whereby such higher share shall be assessed positively in the frame of the evaluation of award criterion Q5, should it be adequately planned, substantiated and justified. The compliance with the plan shall be part of the Contractor’s obligations under the Framework Contract and its breach will entitle the Agency to the remedies specified therein.

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

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

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

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

**Competitive tendering** outside the Tenderer’s group is considered to have taken place when more than one offer from an entity outside the group has been requested by the Tenderer. When sub-contracting via competitive tendering is required as per this section, the Tenderer will be responsible for organising its own competitive tender(s) aimed at finding necessary sub-contracting respecting the following procurement principles:

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

\(^9\) For the purpose of this requirement the expression “group” is meant to encompass i) the entity or the group of entities acting as a tenderer, ii) the entity/entities to which the tenderer or any of the members of the group acting as tenderer is affiliated, iii) the entities affiliated to the tenderer or to any of the members of the group acting as tenderer. An entity shall be deemed affiliated to the tenderer or any of the members of the group acting as tenderer if their links fall within the scope of article 22 of Directive 2013/34/EU, of 26 June 2013.
Tenderers are explicitly requested to raise to the attention of EUSPA any issues they may have in fulfilling the competitive subcontracting requirement as early as possible during the tender process.

**The Tenderer shall clearly indicate in its Tender:**

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

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

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

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

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

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

### 2.3.9 Professional Conflicting Interests

The contractor shall ensure that its personnel in charge of the implementation of the activities under the Contract sign a “declaration on confidentiality and absence of professional conflicting interest” with the Contracting Authority before commencing any service provision. The current form of such declaration is attached for information to the draft Contract. The form may evolve and cover additional aspects from time to time. This shall not in any way relieve the contractor from any of its obligations. The Contracting Authority reserves the right to ask the contractor or its personnel performing the services to sign a declaration regarding confidentiality, non-disclosure and/or declaration regarding precise obligations of processing of personal data.

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

i. either confirm their absence of professional conflicting interest, or
ii. substantiate the potential, perceived or actual professional 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, the Tenderers 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 FWC may be compromised;

b) respect of rules on conflict of interest regulating the legal profession, including the professional ethics rules applicable to the tenderer;

c) description of operational structure and mechanisms for monitoring, preventing and resolving conflicting interests during the execution of the FWC which mitigate or eliminate the potential, perceived or actual professional conflicting interests. Under this requirement, the tenderer shall provide an effective and convincing concept to ensure that the respective entity/-ies, including the individuals belonging to it/them, are in a position to work independently in relation to its/their tasks performed in other projects.

2.3.10 Security Requirements

2.3.10.1 Local Security Officer

Entities handling classified information at the level of CONFIDENTIEL UE/EU CONFIDENTIAL or above under the Contract, must have appointed a Local Security Officer (LSO), to be maintained throughout the duration of the FWC. To this effect, tenderers shall provide the name of their appointed LSO as part of their tender.

The appointment of the LSO will be assessed under the selection criterion L.4 (see section 3.2.1, List of Legal and Regulatory Capacity Criteria).

There is no specific format or template for the evidence to be submitted for the appointment of the tenderer’s LSO. A supporting statement from the parent NSA/DSA will be considered in absence of other proof.

2.3.10.2 Facility Security Clearance

Entities handling classified information at the level of CONFIDENTIEL UE/EU CONFIDENTIAL or above shall hold a Facility Security Clearance (FSC) at the corresponding classification level issued by the national security authority of an EU Member State, including provisions for the safeguarding of classified material/information and CIS for processing classified information, to be maintained throughout the duration of the Contract.

At least one of the participating entities (including subcontractors) shall hold a FSC at the level of SECRET UE/EU SECRET or above.

The possession of the FSC at the required classification level shall be evidenced to EUSPA as follows:
1. Submission of official documentation proving Tenderer’s (including all consortium members and any proposed subcontractor) FSC at the required classification level,

or

2. Submission of a duly signed and dated statement from entity’s LSO, confirming that the entity holds the abovementioned FSC and its validity, or is in the process of acquiring it, in which case such process shall be achieved before the award,

or

3. in case the abovementioned documentation cannot be obtained (i.e. due to security applicable rules) 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,

or

4. tenderers shall submit to EUSPA’s satisfaction in writing a document evidencing that the relevant participating entity does not need to have access to the classified information CONFIDENTIEL UE/EU CONFIDENTIAL or above for performing the activities under the Contract outside EUSPA’s premises.

Compliance with this requirement will be assessed under selection criterion L.5 (section 3.2.1, List of Legal and Regulatory Capacity Criteria). In case the official documentation proving Tenderer’s (including all consortium members and any proposed subcontractor) FSC is not submitted with the tender, it shall be delivered to EUSPA, at the latest, before awarding the contract. Failing the submission of the FSC within the deadline indicated by EUSPA will lead to the rejection of the tenderer, unless duly justified as per item 3) above.

2.3.10.3 Personal Security Clearance

Any person planned to carry out tasks requiring to handle classified information at the level of CONFIDENTIEL UE/EU CONFIDENTIAL or above during the contract execution shall hold a Personal Security Clearance (PSC) at the corresponding security level issued by the relevant national security authority of an EU Member State, to be maintained for the duration of the tasks.

Note: national security authorities of some Members States may require companies to hold an FSC before releasing PSC for their staff.

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

1. Submission of an official documentation proving the concerned person’s PSC at the corresponding classification level,

or

2. Submission of a duly signed and dated statement from the entity’s LSO, confirming that the person holds the abovementioned PSC, its classification level and its validity,
3. in case the abovementioned documentation cannot be obtained (i.e. due to security applicable rules) or exceptional circumstances, submission of a detailed explanation accompanied by relevant proof, justifying the reasons why these documents cannot be provided.

Compliance with this requirement will be assessed under selection criterion L.6 (section 3.2.1, List of Legal and Regulatory Capacity Criteria).

In case the official documentation proving Tenderer’s (including all consortium members and any proposed subcontractor personnel), PSC is not submitted with the tender, it shall be delivered to EUSPA, at the latest, before awarding the contract. Failing the submission of the PSC within the deadline indicated by EUSPA will lead to the rejection of the tenderer, unless duly justified as per item 3) above.

2.3.11 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.
3 Assessment of Tenders

The 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. It involves the following:

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

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

In order to demonstrate compliance with exclusion criteria, selection criteria and minimum requirements, the tenderers must sign the declaration of honour (DoH) duly completed, dated and signed (Annex I.B). In case of consortia or sub-contracting, each member of the consortium and/or each sub-contractor must provide a declaration of honour.

Any failure related to the DoH will lead to exclusion from the procurement process.

3.1 Exclusion Criteria

The Tenderers, consortium members and sub-contractors shall not be in any exclusion situation described in the Declaration of Honour included in Annex I.B.

Supporting evidence requested as part of the Declaration of Honour shall be submitted as part of the Tender for the prime tenderer, for each member of the consortium and each sub-contractor to which at least 10% of the value of the services to be assigned based on SC1 and evaluation scenario 2 to 4.

EU Restrictive Measures

The Tenderer shall provide a statement in the Cover Letter of their Tender (on its own behalf and on behalf of its sub-contractors, Core Team or not) guaranteeing that the Tenderer, and its sub-contractors and respective relevant persons\(^\text{10}\) 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 criteria 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 Declaration of Honour (Annex I.B) hereto (see Section 4 applicable and to be provided completed and duly signed by to all Candidate/Tenderer and Sub-contractors – Core Team if applicable or not).

---

\(^\text{10}\) Respective relevant persons are meant the natural or legal persons indicated in section 4 of the Declaration of Honour (Annex I.B)
3.2 Selection Criteria

Tenderers must have the capacity below to perform the tasks.

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

The Tenderer who intends to rely on the capacities of other entities of sub-contractors, must indicate the proportion that it intends to sub-contract.

The supporting evidences, which must be provided in the Tender, are indicated in the column “to be evidenced by” in the tables below.
### 3.2.1 Legal and Regulatory Capacity

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

<table>
<thead>
<tr>
<th>Ref #</th>
<th>Legal and Regulatory Capacity Criteria</th>
<th>To be Evidenced by:</th>
<th>Applicable to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>L1</td>
<td>Legal entity authorisation requirement</td>
<td>1. Legal Entity File (template available at: <a href="https://ec.europa.eu/info/publications/legal-entities_en)%5C(%5E%7B11%7D%5C">https://ec.europa.eu/info/publications/legal-entities_en)\(^{11}\</a>), and 2. Extract of the inclusion in a trade or professional register, or certificate, membership of a specific organisation, or express authorisation or entry in the VAT register, or equivalent.</td>
<td>All economic operators participating in this procurement, i.e. primes, each consortium member and any proposed subcontractors.</td>
</tr>
</tbody>
</table>

\(^{11}\) Where a Candidate 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.
### Annex I – Tender Specifications

<table>
<thead>
<tr>
<th>Ref #</th>
<th>Legal and Regulatory Capacity Criteria</th>
<th>To be Evidenced by:</th>
<th>Applicable to:</th>
</tr>
</thead>
</table>
| L2    | Participation conditions  
Entity must meet the conditions as per Section 2.3.2 above | 1. As evidenced by proof provided for under criterion L1.  
*NOTE*: In case of request of a waiver (Section 2.3.2), the Tenderer must submit all necessary evidence to demonstrate and justify the request in accordance with the conditions indicated under Section 2.3.2.  
The Agency reserves the right to request supporting evidence demonstrating compliance to the participation conditions if it considers this necessary, before award. | All economic operators, as provided in Section 2.3.2. |
| L3    | Management of professional conflicting interest  
Compliance with Section 2.3.9 above | Statement of compliance in the dedicated section of the Declaration of Honour (Annex I.B); and the evidences required in Section 2.3.9. | All economic operators, as provided in Section 2.3.9. |
| L4    | Appointed Local Security Officer (“LSO”) – at the time of submission of their offer, to be maintained throughout the duration of the FWC. | As per the provision in section 2.3.10.1 | All economic operators, as provided in Section 2.3.1. |
Table 2: List of Legal and Regulatory Capacity Criteria

### 3.2.2 Economic and Financial Capacity

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

<table>
<thead>
<tr>
<th>Ref #</th>
<th>Economic and Financial Capacity Criteria</th>
<th>To be Evidenced by:</th>
<th>Applicable to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>F1</td>
<td>Tenderers must be in a stable financial position and have the economic and financial capacity to perform the contract</td>
<td>Submitting a full copy of the tenderer’s annual accounts (balance sheet, profit and loss account, notes on the accounts and auditors’ remarks when applicable) and financial statement in the form provided in Annex I.E</td>
<td>The Tenderer, including its Core Team (cumulatively) in accordance with Section 2.3.3.</td>
</tr>
<tr>
<td>F2</td>
<td>The Tenderer must have a minimum yearly turnover of 2,000,000 EUR in the last three years preceding the contract</td>
<td>Duly filled in Financial Statements relating to the Selection Stage in Annex I.E.</td>
<td>The Tenderer, including its Core Team (cumulatively) in accordance with Section 2.3.3.</td>
</tr>
</tbody>
</table>
### Annex I – Tender Specifications

#### Economic and Financial Capacity Criteria

<table>
<thead>
<tr>
<th>Ref #</th>
<th>Economic and Financial Capacity Criteria</th>
<th>To be Evidenced by:</th>
<th>Applicable to:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>year of launch of the present tender procedure.</td>
<td>Submission of a copy of the Tenderer’s annual accounts (profit and loss account, notes on the accounts and auditors’ remarks when applicable) of the last three years approved by external auditors.</td>
<td></td>
</tr>
</tbody>
</table>

**Table 3: List of Economic and Financial Capacity Criteria**

#### Technical and Professional Capacity

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

<table>
<thead>
<tr>
<th>Ref #</th>
<th>Technical and Professional Capacity Criteria</th>
<th>To be Evidenced by:</th>
<th>Applicable to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>T1</td>
<td>Track record of delivering complex and critical IT solutions to users-oriented customers such as banking applications, travel booking systems, service desks, security centres, etc., including hardware and software</td>
<td>At least 3 relevant references where the tenderer must have been involved (during the last 6 years) covering the areas listed and with a size and complexity similar to the present contract, being responsible through its own resources for at least 15% for the handling the tasks included</td>
<td>The Tenderer, including its Core Team (cumulatively) in accordance with Section 2.3.3.</td>
</tr>
<tr>
<td>T2</td>
<td>AGILE software development experience for critical businesses, the tenderer must have such experience related to aeronautics, defence or space domains, implementing development standards.</td>
<td>At least 3 relevant references of similar contracts (including description of the activities) in the last 6 years; the relevancy with the standards implemented shall be justified.</td>
<td>The Tenderer, including its Core Team (cumulatively), responsible for software development and testing, in accordance with Section 2.3.3.</td>
</tr>
</tbody>
</table>

**Table 4: List of Technical and Professional Capacity Criteria**
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 EUSPA 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) ensuring that the tasks for which the support will be provided are clearly indicated therein.

3.3 Minimum Requirements

<table>
<thead>
<tr>
<th>Ref #</th>
<th>Minimum requirements</th>
<th>To be evidenced by:</th>
<th>Applicable to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>M1</td>
<td>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.</td>
<td>Corresponding statements of compliance in the Declaration of Honour – Annex I.B.</td>
<td>All entities involved in the tender (Prime Tenderer, Core-team members, subcontractors).</td>
</tr>
</tbody>
</table>

Table 5: List of Minimum Requirements

Attention is drawn to the fact that minimum quality thresholds (i.e. total minimum score for all the award criteria and individual minimum score for the criteria/sub-criteria), as identified in section 3.4.1 below, shall operate as minimum requirements.
3.4 Award Stage

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

The assessment of the tenders in the award stage is carried out against the qualitative and the financial award criteria set out below.

3.4.1 Qualitative Award Criteria

The technical quality of the Tender will be assessed on the basis of the Tenderer’s Technical Proposal. Technical offers will be evaluated on the basis of the Qualitative Award Criteria in the following table.

The maximum quality score is 100 points. Tenders who do not obtain at least 50% of the maximum score for each qualitative award criterion AND at least 60% of the overall score for all the qualitative award criteria will not be admitted to the next stage of the evaluation procedure.

Where an award criterion is divided into sub criteria in the table below, all sub criteria shall have equal weighting, except if expressed differently.

<table>
<thead>
<tr>
<th>Ref #</th>
<th>Qualitative Award Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Q1</td>
<td>Credibility and quality of the proposed schedule and management approach for the execution of the tasks (to be evaluated based on SC1 baseline and evaluation scenarios 2 to 4): a) Adequacy of the allocation of the tasks and efforts within the work breakdown structure and work package descriptions, b) Adequacy of proposed management aspects including risks and their associated proposed mitigation action, schedule, product assurance, security, including promptness, efficiency and flexibility of proposed approach to deal with evolving issues.</td>
<td><strong>Max. 30</strong>&lt;br&gt;<strong>Min. 15</strong></td>
</tr>
<tr>
<td>Ref #</td>
<td>Qualitative Award Criteria</td>
<td>Points</td>
</tr>
<tr>
<td>-------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>-----------------------------------------</td>
</tr>
<tr>
<td>Q2</td>
<td>Quality and suitability of the technical solution (to be evaluated based on SC1 proposal and evaluations scenarios):</td>
<td>Max. 45</td>
</tr>
<tr>
<td></td>
<td>a) Design, Development and Validation plan, in particular optimised development cycles, assurance-oriented milestones and concise and/or reduced documentation</td>
<td>Min. 22.5</td>
</tr>
<tr>
<td></td>
<td>c) Level of compliance to the technical and security requirements, including critical analysis and justification.</td>
<td></td>
</tr>
<tr>
<td>Q3</td>
<td>Quality and adequacy of the proposed processes to implement the maintenance tasks.</td>
<td>Max. 10</td>
</tr>
<tr>
<td>Q4</td>
<td>Credibility of costing and pricing (to be evaluated based on SC1 baseline and evaluation scenarios 2 to 4):</td>
<td>Max. 5</td>
</tr>
<tr>
<td></td>
<td>a) Consistency, justification and traceability of the proposed cost structure with respect to the Tenderer’s proposal at a prime and subcontractors’ level</td>
<td>Min. 2.5</td>
</tr>
<tr>
<td></td>
<td>b) Level of compliance with the requirements set in the TS, in Annexes I.I.x (a to f) and level of details ensuring transparency of costs, at prime and subcontractors’ activities.</td>
<td></td>
</tr>
<tr>
<td>Q5</td>
<td>Competitive subcontracting plan:</td>
<td>Max. 5</td>
</tr>
<tr>
<td></td>
<td>Quality and credibility of the subcontracting plan and relevant commitment taking into account the target percentage</td>
<td>Min. 2.5</td>
</tr>
<tr>
<td>Q6</td>
<td>Level of compliance to draft contract and related justification</td>
<td>Max. 5</td>
</tr>
</tbody>
</table>

Table 6: List of Qualitative Award Criteria
3.4.2 Financial Award Criteria

3.4.2.1 General

Following the assessment of the qualitative award criteria, the tenders will be evaluated with regard to their financial proposals which shall be submitted in the form provided in Annex I.L.

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

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

3.4.2.2 Calculation of Financial Score of the Tender

The financial score will be calculated as follows:

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

\[
\text{Financial Evaluation Score of Tender } X = \left( \frac{\text{cheapest total price received}}{\text{total price of tender } X} \right) \times 100
\]

3.4.3 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:

\[
\text{SCORE FOR TENDER} = 70\% \text{ of Qualitative Evaluation score} + 30\% \text{ of Financial Evaluation score}
\]

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).
4  Conditions of Submission of Tenders

4.1  Disclaimers
Please note disclaimers referred to in the invitation to tender.

4.2  Variants
Variants are not permitted under this procurement procedure.

4.3  Preparation Costs of Tenders
Costs incurred in preparing and submitting tenders are borne by the Tenderers and will not be reimbursed.

4.4  Presentation of the Tender

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

4.5  Content of the Tender to be Submitted
The Tender must be:

- signed by the Tenderer or his 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.

4.5.1  Administrative File (ENVELOPE I)
Each tender shall include an administrative file, containing:
Ref. # | ENVELOPE 1 – ADMINISTRATIVE DOCUMENTS and DOCUMENTS RELATING TO EXCLUSION and LEGAL AND FINANCIAL/ECONOMIC SELECTION CRITERIA (one (1) ORIGINAL, one (1) ELECTRONIC COPY per envelope)
---|---
(1) | A **cover letter**, dated and signed by duly authorised representative of the tender, including:
- A declaration of full acceptance of the requirements in this Invitation to Tender;
- The Tenderer’s undertaking to provide the services;
- The competition law compliance assessment made under section 2.3.5 above (in case of consortia);
- A list of all the documentation included/enclosed in the tender;
- A list of the legal entities involved, specifying each entity's role and qualifications;
- Tenderer’s contact details;
- A declaration that any of the entities involved are not a Restricted Person and do not fall under the scope of subject to EU Restrictive Measures in the list published at www.sanctionsmap.eu.
- A statement of compliance to the draft contract and related justifications. With regard to the stated level of (non-)compliance to the draft contract, when partial compliance or non-compliance is stated, the tenderer is requested to (a) duly justify the reasons with a meaningful statements/explanations/reasoning, and (b) provide, if applicable, an alternative wording.
  - In case of consortia and/or for proposed subcontractors, the indication to up which level of classification such entities are foreseen to handle EUCI.

(2) | The duly filled in, signed, and dated **identification sheet of the Tenderer** using the template in **Annex I.A. (one per Tenderer including all the legal entities involved in the consortium and sub-contractors and containing, where appropriate, as many sections as legal entities involved).**

(3) | The duly filled in, signed and dated **legal entity form (one per economic operator involved** (tender, consortium member, or sub-contractor) using the template available at: [http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal-entities_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal-entities_en.cfm) and any supporting documents required in this template. 
<table>
<thead>
<tr>
<th>Ref. #</th>
<th>ENVELOPE 1 – ADMINISTRATIVE DOCUMENTS and DOCUMENTS RELATING TO EXCLUSION and LEGAL AND FINANCIAL/ECONOMIC SELECTION CRITERIA (one (1) ORIGINAL, one (1) ELECTRONIC COPY per envelope)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(4)</td>
<td>A duly signed and dated <strong>statement of authorisation/power of attorney</strong> containing the name and position of the <strong>representative/signatory</strong> and <strong>official documentary evidence</strong> on the person’s legal authority to validly sign the tender and the FWC on behalf of the organisation, should it be awarded it.</td>
</tr>
</tbody>
</table>
In case of consortia, only one financial identification form for the whole consortium should be submitted, nominating the bank account into which payments are to be made under the SCs (i.e. the account of the consortium leader) in the event that the respective tender is awarded to it.  
Please pay attention to the supporting documents that should be submitted together with duly filled in financial identification form. |
| (6) | The duly filled in, signed and dated **Declaration(s) of Honour (including supporting evidence)** relating to **exclusion criteria and selection criteria** using the template in **Annex I.B - one per economic operator** (i.e. Tenderer, all consortium members, all subcontractor(s), if any). |
| (7) | The duly filled in, signed and dated **Financial Statement** relating to the selection stage using the template in **Annex I.E**, complemented by the **full financial statements** for the last three financial years and a **statement of turnover** relating to the relevant services for this tender for the last three financial years as requested in Table 3 of these tender specifications. |
| (8) | All evidence relating to the selection criteria in Section 3.2. |
| (9) | In case of consortia, a duly signed and dated **statement/declaration by each of the consortium members specifying the company or person heading the project** and authorised to submit an tender on behalf of the consortium, sign and manage the Contracts, using the template in **Annex I.C**. |
| (10) | For the proposed sub-contractors, duly filled in, signed and dated **sub-contractor Letter of Intent** using the template in **Annex I.D**. |
| (11) | **List of Background Intellectual Property Rights (Background IPR)**:  
The Tenderer is requested to establish the list of all items subject to Background IPR, using the template in **Annex I.H**. |
Ref. # | ENVELOPE 1 – ADMINISTRATIVE DOCUMENTS and DOCUMENTS RELATING TO EXCLUSION and LEGAL AND FINANCIAL/ECONOMIC SELECTION CRITERIA (one (1) ORIGINAL, one (1) ELECTRONIC COPY per envelope)
---|---
(12) | 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, or equivalent open-source software), strictly identical in full to the original tender
4.5.2 Technical Proposal (ENVELOPE II)

Each tender shall include an administrative file, containing:
Ref. # | ENVELOPE 2 – TECHNICAL OFFER (one (1) ORIGINAL, one (1) ELECTRONIC COPY)
--- | ---
(1) | Technical Proposal, in accordance with the requirements of the present Tender Specifications divided into following sections with headings:
- Executive Summary (4 pages maximum).
- Design, development, assembly, integration and verification activities, as well as deployment, support to operations and quality management:
  a. Methodology for implementation (development strategy):
     i. Requirement and interface consolidation approach;
     ii. A first iteration, as far as possible, of the preliminary design including a first estimate of the physical aspects of their solution and the expected product backlog (cf AGILE);
     iii. Deployment plan
     iv. Assembly, integration, verification and qualification strategy, including the proposed in-factory and on-site activities;
  b. Reasoning of the proposed methodology:
     i. The tenderer shall show comprehensively that it has identified and understood the requirements and problem areas, shall discuss the resolution of such problems, and detail the trade-off (to be) performed.
  c. Concept of Operations:
     i. Description of the proposed concept of operations, as per the related requirements, in particular proposed strategy for issuing and handling alarms, problems and metrics
- Duly written, signed, and dated Statement of Compliance to every Statement of Work and relevant technical annexes, in particular Statements of Compliance to GSWS-G and the Security Aspects Letter. The Tenderer must (i) confirm its full compliance and (ii) define its partial or non-compliance to the requirements and tasks described in this document and its technical annexes. Any statement of non-compliance or partial compliance must be explained.
The technical offer shall be structured in such a way that it:

- Clearly refers to the FWC, SC1, ES-SC2, ES-SC3, ES-SC4 and shall commit to the complete scope of the work of the present ITT, covering all the Technical Requirements as required in this document and its annexes.
- Includes one section per each award criterion, subdivided into subsections per sub-criteria where relevant. Each of these sections and subsections shall include the complete approach related to the respective award criteria and sub-criteria. The Contracting Authority reserves the right to evaluate the award criterion and sub-criteria only in respect of information provided in the such sections and subsections and not to take into account information provided in other parts of the tender, unless clear references are made to them.
- Each section should be structured in such a way that its content is consistent with and traceable between the contractual, management and technical aspects. Moreover, the technical proposal shall present the Tenderer’s approach for performing the services, as required in these Tender Specifications and Annexes, demonstrating a good understanding of the requirements contained therein, pertinent for the evaluation.
- Provides the Contracting Authority with the Contractor Plans prior the activities: project, risk and schedule management plans, security management plan including accreditation, PA/QA and RAMS plan, ILS and maintenance plans.

| (2) | 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 |

### 4.5.3 Financial Proposal (ENVELOPE III)

#### 4.5.3.1 Content

Each tender shall include a financial offer, containing:
Ref. # | ENVELOPE 3 – FINANCIAL OFFER (one (1) ORIGINAL and one (1) ELECTRONIC COPY per envelope).
--- | ---
(1) | Duly signed and dated financial proposal using the templates in Annex I.L along with:
  - A Financial Proposal Executive Summary (10 pages maximum) providing information on:
    - the financial assumptions taken and as well an overview of the approach taken for indexation, overheads, profit, exchange rates, etc.;
    - the Tenderer’s and sub-contractor’s shares of the Specific Contract/s and Evaluation Scenarios (as per Sections 2.1 and 2.2 of this TS, and Annex I.L);
    - for the Specific Contract and Evaluation Scenarios contracts, the proposed milestone payment plan (MPP) for each in accordance with the template provided in Annex I.M. Any proposed deviation from the provided template shall be duly justified. Each proposed milestone payment plan shall be also submitted also in excel using the template provided in Annex I.M
    - a statement of compliance to the financial requirements of this Tender Specification, and to the instructions of Annex I.L and Annex I.M.
  - Financial Proposal Price Summary which shall be provided by using the template in Annex I.L without modifications and in line with the instructions included therein (see also Sections 4.5.3.2 and 4.5.3.3). The Price Summary Table shall be submitted in both pdf (duly signed) and excel format. In case of discrepancies the pdf will prevail.
  - Cost Breakdown Structure and required set of Cost Sheets which shall be provided by using the template in Annex I.L in line with the instructions included therein (see also Sections 4.5.3.2 and 4.5.3.3). The required Cost Sheets shall be submitted in both PDF (duly signed) and excel format. In case of discrepancies the PDF will prevail.
  - Sub-contractor’s financial proposals which shall include their Financial Proposal Executive Summary, the required set of cost sheets to substantiate their share of Unit Prices and SC/ES Prices, and all the details necessary to understand their contribution to the overall proposal.
  - Statistics Report which shall be provided by using the template in Annex I.Q in line with the instructions included therein.
(2) | An electronic copy of each document submitted in the financial envelope on CD-ROM or USB stick with the full set of documents in machine readable format (compatible with MS Office 2003 or later, or Adobe Reader Version 8.0 or later), strictly identical in full to the original tender.

The financial offer must respect the following conditions:

### 4.5.3.2 Prices

The Financial Proposal Price Summary template (Annex I.L) requires the Tenderer to offer two types of prices:
• **Fixed Unit Prices (FUP)** which shall be established at FWC level and shall remain valid for the all duration of the FWC and applied pro-rata based on actual duration of the activities when necessary (each FUP cost breakdown structure is captured by the forms PCS-FUP in the Annex I.L)

• **Fixed Prices (FP)** which shall be established for each Specific Contract/Scenario on the base of the FUP established at FWC level and shall remain valid for the all SC duration (as per Annex I.L). these prices are subject to revision according to the provisions of the contract. Therefore, all prices shall be offered without indexation.

Prices are to be quoted firmly in 2024 economic conditions. In the financial proposal and the requested cost sheets, the tender shall consistently indicate the economic conditions and the month at submission of the proposal.

4.5.3.2.1 Fixed Unit Prices

The Fixed Unit Prices in the financial offer will constitute the price list for the duration of the Framework Contract, shall not be conditional, and shall include all costs and expenses. Cost and expenses are:

- effort for all the tasks necessary for their performance, including all costs (management of the project, coordination, quality control, support resources, Contractor’s presence at meetings, etc.), overheads (management of the firm, secretarial services, social security, wages, etc.), incurred directly and indirectly by the Contractor in performance of the tasks within the scope of the Contract.

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

- The Tenderer is required to offer all Unit Prices listed in Annex I.L. Each Unit Price shall be substantiated by a dedicated set of Cost Sheets as per Section 4.5.3.3.

- The Tenderer shall not change the price structure provided in Annex I.L. In case additional Unit Prices are considered necessary, the Tenderer shall add / include them in the Fixed Unit Price list clearly explaining the rationale for such addition and the scope of the corresponding Fixed Unit Price and submit the required Cost Sheets forms.

- For each Fixed Unit Price, the price shall be broken down between the activities of the Tenderer and the activities of each sub-contractor, allowing a clear identification of the costs of the Tenderer and of each sub-contractor until at least N-2 level (N being Tenderer’s level);

- The prices for SC1 and ES-SC2 – ES-SC4 in Annex I.L are automatically calculated by indicating the number of units proposed for each unit price for the duration of the respective Specific Contract/Evaluation Scenario.

4.5.3.3 Cost Sheets

Tenderer shall submit the sets of Cost Sheets requested using the template provided in Annex I.L., without modifications, in both pdf (duly signed) and excel format. In case of discrepancies the pdf will prevail.
The Cost Sheets shall be filled-in following the instructions provided per each Cost Sheet to allow EUSPA to assess the Tenderer’s financial proposal. Failure to provide accurate and complete Price Cost Sheets from the Tenderer, all members of the Core Team (see Section 2.3.3), and all sub-contractors will lead to a lower marking of criterion Q4.

4.5.3.3.1 **Cost Sheets for Fixed Unit Prices**

Each Fixed Unit Price offered at FWC level as part of Annex I.L shall comply with the following requirements:

A. The following set of price Cost Sheets forms shall be submitted as part of the initial tender and of the BAFO proposal for the Tenderer, by all members of the Core Team, and all sub-contractors as follows:

   (i) A1: to provide basic rates, profit, overheads and general expenses, if applied; this form shall be provided only once by the Tenderer, by all members of the Core Team, and by all sub-contractors individually;

   (ii) PCS-FUP: to provide the breakdown and total price per each offered Unit Price; the sub-contractor/s participation in each FUP shall be included as cost element 13 – “Total Members/Sub-Contractors Price” in the Prime’s PCS-FUP submission; each subcontractor to provide its own PCS-FUP breakdown of its price submitted to Prime separately.

   (iii) PCS-FUP Exhibit A and B: to provide the granularity of each direct cost items indicated under Section 3 of each FUP.

4.5.3.3.2 **Cost Sheets for Specific Contracts/Evaluation Scenarios**

Each Specific Contract/Evaluation Scenario Fixed Price shall comply with the following requirements:

A. The following set of Cost Sheets forms shall be provided to the Contracting Authority as part of the respective SC1 and ES-SC2 to ES-SC4 proposals as follows:

   (i) Annex I.L SC1 Baseline: to provide the Specific Contract/Evaluation Scenario overall price distribution over its tasks/Work packages;

   (ii) Annex I.L ES-SC2 to ES-SC4 Scenarios: to provide the estimated expenditure in a simulation exercise overall price distribution over its tasks/work packages for the envisaged SC2, SC3 and SC4; note that some FUP identification (FUP ID column) values shall be changed with the assigned and planned real value;

   (iii) PCS – A8: to provide the detailed breakdown and total price per each WP in each Specific Contract (Baseline + Simulation Scenarios). Prime has to indicate the potential subcontractor(s) cost contribution in cost element 13 – “Total Members/Sub-Contractors Price” on its own submission file; Subcontractor has to provide the detailed cost breakdown of its contribution separately.

B. Fixed Prices shall be proposed for all the requested Specific contracts applying the Fixed Unit Prices identified in Annex I.L FWC Prices multiplied for the required quantities.
4.5.3.4 VAT Exemption

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

4.5.3.5 Currency and Exchange Rates

The price tendered must be all-inclusive and expressed in Euro, including for countries which are not part of the Eurozone. For Tenderers in countries which do not belong to the Eurozone, 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.

4.6 Submission

Tenders may be submitted by post mail, express mail, commercial courier or hand-delivered and are to be submitted not later than the relevant date and time specified in section 1.6 above to the following address:

EU Agency for the Space Programme
Legal and Procurement Department
Janovskeho 438/2
170 00 Prague 7
Holesovice, Czech Republic

Tenders sent by post mail, express mail and commercial courier shall be addressed to this address not later than 23:59 (local time) of date indicated in section 1.6. In this case, a receipt must be obtained as proof of submission. The deadline for submission is therefore respected even if it is received by the Agency after this deadline, under the condition that it was dispatched before.

In case the Tender is hand-delivered, a receipt must be obtained as proof of delivery, signed and dated by the desk officer of the Agency 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 the Agency reception.

Upon submission of Tenders by post mail, express mail, commercial courier or hand-delivery, Tenderers shall send an email of notification of submission to tenders@euspa.europa.eu. The subject of the email shall be: “EUSPA/OP/12/23: submission of Tender by [insert name of legal entity / consortium]”.


Tenders must be submitted in accordance with the **double envelope system**: The outer envelope or parcel should be sealed with adhesive tape, signed across the seal and carry the following information:

- the reference number of the invitation to tender: EUSPA/OP/12/23
- the project title: ERAS
- the name of the Tenderer
- the indication “Tender – Not to be opened by the internal mail service”
- the address for submission of tenders
- the date of posting (if applicable) should be legible on the outer envelope

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

- Envelope 1 – ADMINISTRATIVE OFFER
- Envelope 2 – TECHNICAL OFFER
- Envelope 3 – FINANCIAL OFFER

**Tenderers may submit the tender on paper or only on electronic media:**

- Tenders submitted on paper, in such case each inner envelope shall contain **one (1) original** which shall be marked **“ORIGINAL” and two (2) copies** which shall be marked **“COPIES”**. In addition, the tender shall also be provided on CD-ROM or USB key with the full set of documents in **machine readable format** without any content or security restrictions enabled (MS Office 2003 or later, or Adobe Reader Version 8.0 or later) with three **separate folders** reflecting the three separate envelopes and their respective content.

- Tenders submitted solely on electronic media shall contain **3 (three) CD-ROM, DVD or USB sticks with the full set of documents**. The documents on these media must be identical and they shall be in **machine readable format** (MS Office 2003 or later, or Adobe Reader Version 8.0 or later). These media must be inserted in the outer envelope as described in the tender specifications. The electronic versions of the tender are considered as originals. The tenderers must ensure that the electronic medias and files are readable. In particular, they must take all the necessary measures to protect them during the transport to avoid any damage to them. The tenderers are advised to:
  - use, and include into the outer envelope, different types of media (e.g. DVD and different types of USB sticks) in order to eliminate the risk of non-readable media and files.
  - create hashes of submitted files (in the form of algorithm MD5, SHA-256 or higher) and insert them, preferably as a paper printout, into the outer envelope, together with the media.
  - ensure that the data on these media cannot be altered.

If the submitted media and files are not readable, the tender will have the possibility to resubmit the media upon condition that:

- hashes of the original files have been created;
annex i – tender specifications

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

If the submitted media and files are not readable and the tenderer does not resubmit media and files which are strictly identical to the original ones and related hashes, within a reasonable delay upon notification by the Contracting Authority that the files submitted cannot be read, the tender will be rejected.

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

a) one unclassified part, and

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

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

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

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

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/#/).

4.7 Public Opening of the Tenders

The tenders will be opened at 10:00 CET on the date specified in Section 1.6 above, in EUSPA Headquarters at the address indicated in section 4.6.

This opening session will be public. One representative of each tenderer may attend the opening of the tenders.
Tenderers who wish to attend are invited to provide the full name of the attending person, date of birth, nationality and ID or passport number of the representative at least 5 (five) calendar days before the date of the opening to the following e-mail address: tenders@euspa.europa.eu. The subject of the email shall be: “EUSPA/OP/12/23 ERAS: request from [insert name of legal entity / consortium] to participate to the opening session”.

The public part of the opening session will be strictly limited to the following aspects:
- verification that each tender has been submitted in accordance with the submission requirement of the call for tenders;
- announcement of the tenders received: the names of the tenderers (all members in the case of a joint tender) will be announced.

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

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

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

### 4.8 Period of Validity of the Tenders

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

### 4.9 Further Information

Contact between the Contracting Authority and Tenderers is 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 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/12/23 “EmeRgency Alerting System” (ERAS).
- Requests for additional information received after deadline specified in Section 1.6 above cannot be processed.

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

**After the opening of tenders:**

- If, after the tenders have been opened, some clarification is 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.
4.10 Information for Tenderers

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

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

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

4.11 Data Protection

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

This data will be processed by EUSPA as indicated in the privacy statement published on the Agency’s website (https://www.euspa.europa.eu/system/files/page/privacy_statement_relating_to_euspa_procurement_procedures_grants_prizes_and_selection_of_experts.pdf). Any request regarding your personal data should be addressed to the data controller responsible for the call for tenders (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.

4.12 Tenderer’s Consent to use the Information Supplied in the Tender

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

<table>
<thead>
<tr>
<th>Annex</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annex I.A</td>
<td>Template Identification Sheet of the Tenderer</td>
</tr>
<tr>
<td>Annex I.B</td>
<td>Template Declaration of Honour</td>
</tr>
<tr>
<td>Annex I.C</td>
<td>Power of Attorney</td>
</tr>
<tr>
<td>Annex I.D</td>
<td>Sub-contractor Letter of Intent</td>
</tr>
<tr>
<td>Annex I.E</td>
<td>Financial Statements relating to the Selection Stage</td>
</tr>
<tr>
<td>Annex I.F</td>
<td>Not used</td>
</tr>
<tr>
<td>Annex I.G</td>
<td>Non-Disclosure Undertaking</td>
</tr>
<tr>
<td>Annex I.H</td>
<td>List of Pre-Existing IPRs</td>
</tr>
<tr>
<td>Annex I.I</td>
<td>Framework Contract Statement of Work</td>
</tr>
<tr>
<td>Annex I.I.b</td>
<td>Specific Contract 1 – Statement of Work</td>
</tr>
<tr>
<td>Annex I.I.c</td>
<td>Evaluation Scenario 2 – Statement of Work</td>
</tr>
<tr>
<td>Annex I.J</td>
<td>Template Declaration of Foreground Intellectual Property Rights (part 1 and part 2)</td>
</tr>
<tr>
<td>Annex I.K</td>
<td>Criteria for assessment of participating conditions, includes three parts:</td>
</tr>
<tr>
<td></td>
<td>- Part I – Criteria for Assessment of Participation Conditions</td>
</tr>
<tr>
<td></td>
<td>- Part II – Excel Spreadsheet – Declaration of Ownership and Control</td>
</tr>
<tr>
<td></td>
<td>- Part III – Additional Information Regarding the Assessment of Participating Conditions</td>
</tr>
<tr>
<td>Annex I.L</td>
<td>Template Financial Table and Cost Sheets</td>
</tr>
<tr>
<td>Annex I.M</td>
<td>Template Milestone Payment Plan</td>
</tr>
<tr>
<td>Annex I.N</td>
<td>Not used</td>
</tr>
<tr>
<td>Annex I.P</td>
<td>Template Statement of Compliance to SAL</td>
</tr>
<tr>
<td>Annex I.Q</td>
<td>Statistics Report</td>
</tr>
</tbody>
</table>

**Table 7: List of Annexes**