# HADG Infrastructure for HAS Phase 2 – EUSPA/OP/17/23 Tender Specifications

After Corrigendum 3

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# 1 Overview

These Tender Specifications, attached to the Invitation to Tender, complement the information contained in the Contract Notice with further information on the procurement procedure and scope.

## 1.1 EUSPA

The European Union Agency for the Space Programme EUSPA (hereinafter referred to as 'EUSPA', 'the Agency' or 'the Contracting Authority') is the Agency formed by the European Union to accomplish specific tasks related to the European Union Space Programme as indicated in the Regulation (EU) 2021/696 of the European Parliament and of the Council of 28 April 2021 establishing the Union Space Programme and the European Union Agency for the Space Programme and repealing Regulations (EU) No 912/2010, (EU) No 1285/2013 and (EU) No 377/2014 and Decision No 541/2014/EU[1].

## 1.2 Context and purpose of the Invitation to Tender

The scope of procurement procedure EUSPA/OP/17/23 includes the design, development, installation, qualification, support to accreditation, acceptance, maintenance of the High Accuracy Data Generator (HADG) Infrastructure for the Galileo High Accuracy Service (HAS) Phase 2 as well as HAS phase 2 engineering support to the Contracting Authority.

The Galileo High Accuracy Service (HAS) Initial Service declared operational on 24th January 2023 provides free of charge access, through the Galileo signal (E6-B) and by terrestrial means (Internet), to the information required to estimate an accurate positioning solution using a Precise Point Positioning algorithm in real-time[2].

The information provided by the Galileo HAS Initial Service includes:

- Galileo and GPS satellite orbit corrections to the broadcast ephemerides;
- Galileo and GPS satellite clock corrections to the broadcast ephemerides;
- Galileo and GPS satellite code biases.

This information is computed by the High Accuracy Data Generator (HADG), deployed at the European GNSS Service Centre (E-GSC) in Torrejón de Ardoz, Spain. It is also foreseen to deploy an HADG backup unit at an E-GSC backup site in Toulouse, France in the course of the year 2024.

The implementation of the Galileo HAS is following a staggered approach based on 3 phases, the last of which (Phase 2) will cover the evolution of the service to reach the Full Operational Capability, including compliance to more demanding performance targets.

## 1.3 Outline of the tender

**Name: EUSPA/OP/17/23 – 'High Accuracy Data Generator (HADG) Infrastructure for Galileo High Accuracy Service (HAS) Phase 2'**

[1] https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L_.2021.170.01.0069.01.ENG

[2] https://www.gsc-europa.eu/galileo/services/galileo-high-accuracy-service-has

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**Procedure:** **Open procedure** in accordance with Article 164(1)(a) of Regulation 2018/1046 on the financial rules (hereinafter 'Financial Regulation' or 'FR')[3] for procurement of supplies and services under a **direct contract (hereinafter 'Contract')** with supplies being the prevalent element.

EUSPA reserves the right to launch an exceptional negotiated procedure for new supplies and services with the same contractors 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 supplies and services would be 50% of the initial value of the Contract.

## 1.4 Applicable legal acts and rules

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

- Financial Regulation (FR);
- EUSPA Financial Regulation[4];
- EU Space Programme Regulation[5];
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);
- Regulation (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, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC.
- Regulation on public access to documents[6];
- COMMISSION DECISION (EU, Euratom) 2015/444 on the security rules for protecting EU classified information of 13 March 2015
- Decision of EUSPA Administrative Board on the Security Rules for protecting EU Classified Information (EUSPA-SEC-AB-DEC-A22114)
- EUSPA Policy for handling R-UE information (SEC-CSO-PRC-A11216_2.0)

[3] REGULATION (EU, Euratom) 2018/1046 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012

[4] European GNSS Agency Financial Regulation 2019 adopted by its Administrative Board on 16 August 2019.

[5] Regulation (EU) 2021/696 of the European Parliament and of the Council of 28 April 2021 establishing the Union Space Programme and the European Union Agency for the Space Programme and repealing Regulations (EU) No 912/2010, (EU) No 1285/2013 and (EU) No 377/2014 and Decision No 541/2014/EU.

[6] Council Regulation (EC) No 1049/2001 of 30 May 2001 regarding public access to European Parliament, Council and Commission documents.

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- EUSPA Policy for handling C-UE and S-UE information (EUSPA-SEC-CSO-POL-A23317_3.0)

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 contract contemplated to be awarded as a result of the current procedure.

## 1.5 Procurement schedule

| Timetable | Date | Comments |
|---|---|---|
| **Launch of Procurement - Submission for publication of Contract notice to the supplement to the Official Journal by EUSPA.** | 03 May 2024 | All documents of the Invitation to Tender available at https://www.euspa.europa.eu/opportunities/procurement |
| **Deadline for submission of a non-disclosure undertaking (hereinafter referred to as 'NDU') ,**<br><br>**for access to Proprietary and European Union Classified Information** | 17 June 2024 | As per Section 1.8 below<br><br>The economic operators are advised to abide by the deadline specified herewith in order to have enough time for preparation of their tender. |
| **Deadline for requests of clarifications.** | 19 July 2024 | Requests to be sent in writing only to: tenders@euspa.europa.eu. For additional information please refer to section 4.9 |
| **Last date on which clarifications are issued by EUSPA.** | 23 July 2024 | All clarifications will be published on EUSPA procurement website: https://www.euspa.europa.eu/opportunities/procurement. For additional information please refer to section 4.9. |
| **Deadline for submission of tenders.** | 29 July 2024 | According to conditions of submissions set out in section 4.5 of these specifications. |
| **Opening session and start of the evaluation session.** | 2 August 2024 | 10:00 CET |
| **Completion of evaluation and award** | August - September 2024 | Estimated |
| **Signature of contract** | October 2024 | Estimated |

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## 1.6 General information and procedural process

- The tenderers will have to fulfil the conditions of submission set out in section 4.
- Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or EUSPA during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its tender and may result in administrative penalties.
- Any reference to 'sections' or 'Annexes' in these tender specifications shall mean the reference to a section or annex to these tender specifications unless explicitly stated otherwise.
- When drawing up their tenders, the tenderers should bear in mind the provisions of the draft Contract (see Annex II to the Invitation to Tender), namely since the draft Contract indicates the method and the conditions for payments;
- The Invitation to Tender is 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.

## 1.7 Due Diligence

The Contracting Authority will make available, to any Tenderer who complies with the process for access to Proprietary Information and European Union Classified Information up to Restraint UE/EU Restricted level) (see Section 1.8, below), the set of due diligence documents listed in Annex I.A.VI (Reference Documents Section 2.2 Documents related to the handover assets) in order to ensure, as far as possible, a level playing field of information and fair competitive conditions. The documentation will contain information related to the infrastructure enabling the High Accuracy phase 1 service delivery, although the Contracting Authority does not impose obligation to reuse the HADG infrastructure for HAS phase 1 in the implementation of this contract.

## 1.8 Submission of Non-Disclosure Undertaking (NDU): Access to Proprietary and European Union Classified Information

The Tenderer (including any consortium member and subcontractor) 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 1.5, the prime Tenderer or the consortium coordinator may request access to Proprietary and European Union Classified Information under Annex I.A.I (CISL) and Annex I.A.VI (RDs)(the classified information shall mean 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

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contractor's consortium and any of the subcontractors and any personnel he may draw on for the preparation of the tender proposal.

For this purpose and by the deadline for submission of an NDU mentioned in Section 1.5 the prime Tenderer applicant or consortium coordinator shall each submit:

1. A signed NDU using the form attached in Annex I.I;
2. Legal Identification Form (the "LEF") and the supporting documents indicated in the LEF (available via https://ec.europa.eu/info/publications/legal-entities_en);
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.

The Tenderer is advised to submit the above documents as soon as possible upon receipt of the Invitation to Tender to allow EUSPA to promptly make available to it the Proprietary and European Union Classified Information.

If possible, Tenderers should submit the documentation only electronically to tenders@euspa.europa.eu. In this case the documents must be signed electronically with a Qualified Electronic Signature (QES) of a person authorized to represent 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)). For more information on QES please see Section 4.5. If a QES is not available the NDU signed with blue-ink signature shall be submitted by post mail, express mail, commercial courier or hand-delivery to EUSPA.

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/17/23
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.

Note: Please see further rules regarding submission of the NDU in Section 4.5

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 information and/or any 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 information and/or classified information are only available to potential tenderers or subcontractors. 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).

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Before disclosure of Proprietary and/or Classified Information to their subcontractors, the Tenderer shall ensure that such subcontractors:

- 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.

The EUSPA may request submission of the NDU signed by the subcontractors for verification at any time during the procurement procedure and the contract implementation.

Without prejudice to further legal measures, exchange of any proprietary information 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 information 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 Section1.5). Likewise, an unsuccessful tenderer is required to return all classified information within 15 (fifteen) working days after publication of the relevant contract award notice in the Official Journal of the European Union. Likewise, if the procurement is cancelled, the Tenderer is required to return all classified information within 15 (fifteen) working days after notification of the cancellation decision.

# 2 Terms of reference

## 2.1 Technical terms of reference

The technical terms of reference are provided in:

- Annex I.A Statement of Work, and its annexes:
  - Annex I.A.I Contractual Index Status List (CISL),
  - Annex I.A.II Deliverables' Requirements List (DRL),
  - Annex I.A.III Document Content Guideline (DCG),
  - Annex I.A.IV KPI regime,
  - Annex I.A.V Contracting Authority Undertakings and Handover Assets,
  - Annex I.A.VI List of Reference Documents (RDs), and
  - Annex I.A.VII List of acronyms.

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## 2.2 Contractual terms of reference

### 2.2.1 Baseline/Option

**Baseline:** The tasks as described in Annex I.A – Statement of Work (excluding options in section 9).

**Option 1:**

**Scope:** HADG maintenance, as per section 9.1 of Annex I.A.

**Option exercising**: As per article 2.3 of the draft contract

**Number of options**: 1

**Option 2:**

**Scope:** Maintenance Extension, as per section 9.2 of Annex I.A.

**Option exercising**: As per article 2.3 of the draft contract

**Number of options**: 6

**Option 3:**

**Scope:** On-call L2 support, as per section 9.3 of Annex I.A. Having three sub-options as per 9.3.1, 9.3.2 and 9.3.3 of Annex I.A

**Option exercising**: As per article 2.3 of the draft contract

**Number of options**:

- 1 option for Option 3.1
- 1 option for Option 3.2
- 6 options for Option 3.3

**Option 4:**

**Scope:** Engineering Support Extension for a total effort of 500 Man days, as per section 9.4 of Annex I.A.

**Option exercising**: As per article 2.3 of the draft contract

**Number of options**: 1. The activation of this option enables the Agency to use an additional Technical Assistance Envelope, Technical Assistance might be requested until the envelope is fully consumed.

**Option 5:**

**Scope:** Additional HADG unit at back up site, as per section 9.5 of Annex I.A.

**Option exercising**: As per article 2.3 of the draft contract

**Number of options**: 1

**Option 5.1:**

**Scope:** Maintenance for **HADG additional unit at back up site**, as per section 9.5.1 of Annex I.A.

**Option exercising**: As per article 2.3 of the draft contract

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**Number of options**: 6

### 2.2.2 Volume of the contract

The maximum estimated EUSPA's budget (including the options) is **12,000,000.00 EUR (twelve million euro)**.

### 2.2.3 Place of performance

The tasks shall be performed mainly in the following locations:

- the contractor's premises;
- the E-GSC site in Torrejón de Ardoz, Spain;
- the E-GSC backup site in Toulouse (SGSC), France;

In addition, short missions to other locations within the European Union may be necessary, including locations such as:

- EUSPA Headquarters in Prague, Czechia;
- Galileo Security Monitoring Centre in Paris, France;
- Galileo Security Monitoring Centre in San Martín de la Vega, Spain;
- Premises of other stakeholders in the Galileo programme within the EU Member States.

### 2.2.4 Duration of the Contract

The direct contract is intended to be signed for a period of 45 months. The duration might be extended if the optional extensions as described in Section 2.2.1. are activated.

### 2.2.5 Intellectual property rights

Applicable terms and conditions on intellectual property rights are defined in the draft contract (Annex II of the Invitation to Tender).

### 2.2.6 Terms of payment

Payments shall be made in accordance with the provisions specified in the draft contract (Annex II to the Invitation to Tender).

### 2.2.7 Liability

Applicable terms and conditions of Liability are defined in the draft contract (Annex II to the Invitation to Tender).

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## 2.3 Legal terms of reference

### 2.3.1 Participation conditions

#### 2.3.1.1 Participation conditions for tenderers (prime contractors, core team members and subcontractors involved in security sensitive activities)

In order to protect the essential security interest of the Union and its Member States, in accordance with Article 24 of Regulation (EU) 2021/696[7], the participation to this tender is open to economic operators fulfilling the following three cumulative conditions:

a) legal entities established in a Member State with their executive management structures established in that Member State.
   - Economic operators are considered established in the EU when they are formed in accordance with the law of an EU Member State, and have their central administration, registered office and principal place of business in an EU Member State (if legal persons) or they are nationals of one of the EU Member States (if natural persons);
   - 'Executive management structure' means the body of the legal entity appointed in accordance with national law and which, where applicable, reports to the chief executive officer or any other person having comparable decisional power, and which is empowered to establish the legal entity's strategy, objectives and overall direction, and oversees and monitors management decision-making.

b) economic operators committing to carry out all relevant activities in one or more Member States; and

c) legal entities not being subject to control by a third country or third country entity. For the purpose of this paragraph 'control' means the ability to exercise a decisive influence over a legal entity directly or indirectly through one or more intermediate legal entities.

These participation conditions shall be met at the moment of submission of the 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 criteria for the assessment of participation conditions has been laid out in Annex I.O (Parts 1, 2 and 3), including a dedicated Annex I.O-Part 2 to be filled by the tenderers. Please note that for the assessment of control the filling, signature and submission of the Declaration of Ownership and Control in Annex I.O - Part 2 is required.

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

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

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

Tenderers (including the prime contractor, core team and subcontractors) who have formally submitted the information/documents/supporting evidence requested in the Annex 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 Annex to the Cover letter) and confirm that there has been no change in the situation.

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

**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).

#### 2.3.1.2 Participation conditions for prime contractors – No waiver

Due to the security dimension and essential interests related to the activities under the Contract, the Contracting Authority will not accept requests for waiver of the conditions laid down in points a), b) and c) of paragraph 2.3.1.1 above for prime contractors.

#### 2.3.1.3 Participation conditions for core team members and subcontractors involved in security sensitive activities - Waiver

In this procurement the contracting authority may decide, upon a motivated and justified request, to waive the condition laid down under point c) of paragraph 2.3.1.1 above with regard to any entity, which applies as core team member or subcontractor involved in security sensitive activities.

The request for waiver on point c) of paragraph 2.3.1.1 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;

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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 point c) of paragraph 2.3.1.1 will not be automatically granted even if the conditions a) b) and c) above under this paragraph 2.3.1.3 are met and the entity provides the assessment of a competent authority as regards its guarantees. The decision on the waiver shall be taken having regard to the objectives laid down in Article 24 (1) of the Regulation 2021/696.

#### 2.3.1.4 Participation conditions for subcontractors not involved in security-sensitive activities

The conditions set out above do not apply to subcontractors that do not carry out security-sensitive activities.

Article 176 of Regulation 2018/1046 shall apply for the participation in all other subcontractors that do not carry out activities where it is deemed necessary and appropriate to preserve the security, integrity and resilience of the operational systems of the European Union (defined as the activities not requiring access to EU Classified Information, including for commercial of the shelves hardware and software).

### 2.3.2 Core team and Industrial organisation of the Tenderer

Tenderers are required to present their industrial organisation and, in particular their Core Team. The latter shall be composed of the Contractor, including, where relevant, all consortium members, and subcontractors, which are essential in order for the Tenderer to meet the selection criteria under section 3.2.

The description shall include 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 Contract by providing Annex I.D (Letter of Intent) on the part of every subcontractor on whose resources it relies in order to fulfil the selection criteria, confirming the latter's irrevocable undertaking to make such resources available to the Tenderer in case of being awarded the Contract.

### 2.3.3 Participation of consortia

Consortia may submit a 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 authorizing 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 the Contract. The template of this power of attorney is provided in Annex I.D.

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

Each member of the consortium must provide the required evidence for the exclusion and selection criteria (see section 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 entity belongs to a consortium, the whole consortium may be excluded, unless the composition of the consortium is changed as per the subsequent paragraph.

Any change 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 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) and does not comply with 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.

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For the specific purposes of this tender, **the same economic operator cannot be member of more than one consortium**.

### 2.3.4 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[8] ("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.[9]

For this reason, joint bidding by entities that could have otherwise competed for the performance of the Contract may restrict or eliminate competition on the market. Joint bidding by a 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).[10]

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 carried out the contractual activity individually, and
2) the participation of all members is necessary to deliver the contractual activity.

Or, failing that, why the joint bid (cumulatively):[11]

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.

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

[9] See points 352 to 357 of the Guidelines.

[10] See point 358 and 359 of the Guidelines.

[11] See point 358 of the Guidelines.

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## 2.3.5 Subcontracting

### 2.3.5.1 General principles

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

(ii) When subcontracting, Tenderers shall ensure the subcontractors' 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 Notes at the end of Sections 3.2 and 3.2.3.

(iii) Third parties from which Commercial Off-the Shelf (COTS) products are procured for the purpose of this Contract 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[12] 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. In case of failure to respect the undertaking of subcontracting or obtaining the said authorisation, the Contract may be terminated for Contractor's default.

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

1. whether the new subcontractor (if any) is not in an exclusion situation;
2. whether the new subcontractor (if any) fulfils the applicable participation conditions (see section 2.3.1);

[12] 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.).

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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.

(viii) 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 Contract, shall be governed by the provisions under Article 10 of the Contract.

### 2.3.5.2 Supply Chain

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

According to Article 17 (1) (a) of the Space Regulation, EUSPA intends to promote the widest and most open participation possible by economic operators, in particular start-ups, new entrants and SMEs. On this basis and for the purposes of Article 17 of the Space Regulation, as will be set out in the draft Contract, the Contractor shall have to achieve, in the course of the execution of the contract, a 10% share of subcontracting to be awarded in competitive tendering outside the Group.

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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 **Q6**. 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 Q6, should it be adequately planned, substantiated and justified. The compliance with the plan shall be part of the Contractor's obligations under the Contract and its breach will entitle the Agency to the remedies specified therein.

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

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

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

Tenderer is 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 tasks,
- the SMEs involved and their place of establishment,
- the competitive tendering performed and
- 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.

In case of failure to respect the requirement of sub-contracting during contract execution, the Contract may be terminated for Contractor's default according to the provision of the Contract.

In case where no competitive tendering is planned to be undertaken, or the planned competitive tendering is expected to result below the 10% indicated above, the Tenderer shall submit a justification providing compelling reasoning for the non-compliance with the above-mentioned requirement.

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Compliance with the requirement of minimum percentage of sub-contracting or submission of duly substantiated justification for non-compliance shall be considered a minimum requirement for the purposes of Article 166 of the Financial Regulation.

Tenderers are informed that the contracting authority reserves full discretion of evaluation with regard to the credibility and substantiation of the submitted justification of non-compliance. Should such credibility and substantiation not be achieved, the tender might be considered irregular for the purposes of article 12.3 A of Annex 1 to the Financial Regulation.

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 Contract unless it is in favour of 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 Contract.

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

### 2.3.6 Professional Conflicting Interests

~~The contractor shall ensure that its personnel sign a "declaration on confidentiality and absence of professional conflicting interest" with the Contracting Authority before commencing any contractual activity. 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 contract, the Contractor shall not be in any situation that could compromise the impartial and objective performance of the contract. For this purpose, Tenderers shall at the time of the tender:

i. either confirm in the **Executive Summary** of the technical proposal their absence of professional conflicting interest, or

ii. substantiate in the **Executive Summary** of the technical proposal how the potential, perceived or actual professional conflicting interest, which may negatively affect the performance of the Contract is mitigated and describe the mitigating measures which remedy such a situation.

For 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 the impartial and objective performance of the present contract may be compromised;

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

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c) description of operational structure and mechanisms for monitoring, preventing and resolving conflicting interests during the execution of the contract which mitigate or eliminate the potential, perceived or actual professional conflicting interests. Under this requirement, the 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.

## 2.3.7 Security requirement

### 2.3.7.1 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.

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 the entity's Local Security Officer, 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.4 (section 3.2.1). 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.

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#### 2.3.7.2 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 a Facility Security Clearance 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,

   or

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.5 (section 3.2.1,).

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.

#### 2.3.7.3 Local Security Officer

Entities handling classified information classified 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 Contract. 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 selection criterion L.6 – Legal Capacity Selection Criteria (see section 3.2.1,).

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.

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### 2.3.8 Applicable law – 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.

# 3 Assessment of tenders

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**.

EUSPA reserves the right to perform the evaluation in a different order.

The Contract will be concluded following the result of the evaluation of admissible tenders.

## 3.1 Exclusion criteria

The tenderer shall not be in any exclusion situation described in the declaration of honour included in Annex I.C**.**

Supporting evidence requested as part of the declaration of honour shall be submitted as part of the tender.

In case of consortia or subcontracting, each member of the consortium and/or each subcontractor must provide a declaration of honour and submit documentary evidence.

**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 subcontractors, Core Team or not) guaranteeing that the Tenderer, and its subcontractors and respective relevant persons[13] are not being a Restricted Person and do not fall under the scope of subject to EU Restrictive Measures in the list published at www.sanctionsmap.eu. In case of discrepancies between 'sancitonsmap.eu' and the restrictive measures published in Official Journal of the EU, the latter prevails.

For any subcontractors 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 subcontractor.

[13] Respective relevant persons are meant the natural or legal persons indicated in section 4 of the Declaration of Honour (Annex I.C)

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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.C) hereto (see section 4 applicable and to be provided completed and duly signed by to all Tenderer and Subcontractors – Core Team if applicable or not).

## 3.2 Selection criteria

In order to demonstrate compliance with selection criteria, the tenderers must sign the declaration of honour duly completed, signed and dated (Annex I.C to this document).

In accordance with point 18.6 of Annex I FR, the candidate may, where appropriate, rely on the capacities of other entities. In such case, the candidate must prove that it has at its disposal the resources necessary for the performance of the contract by producing a commitment by those entities to that effect in the form of a subcontractor letter of intent (template in Annex I.E) 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 who intends to rely on the capacities of other entities of subcontractors, must indicate the proportion that it intends to subcontract.

**IMPORTANT NOTE**: In case of consortia or subcontracting, each member of the consortium, and each subcontractor the tenderer intends to rely on, must provide a declaration of honour and submit documentary evidences as indicated in the column "to be evidenced by" in the tables below.

### 3.2.1 Legal and regulatory capacity

| Ref. | Legal and regulatory capacity criteria | To be evidenced by: | Applicable to: |
|---|---|---|---|
| **L1** | **General requirement**<br>The tenderer must be authorised to perform the Contract under national law. | A duly filled in and signed **Legal Entity Form**[14] alongside a copy of the **trade or professional register excerpt** of the entity and the supporting documents required in the form, i.e. copy of the **value added tax (VAT) registration document** (the latter not applicable for subcontractors).<br>When the Candidate has already provided the Legal Entity Form and the supporting documents on a previous occasion during the last 12 months, it may provide only a reference to this submission instead. | All economic operators participating in this procurement, i.e. primes, each consortium member and any proposed subcontractors. |

[14] For download: https://ec.europa.eu/info/publications/legal-entities_en

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| Ref. | Legal and regulatory capacity criteria | To be evidenced by: | Applicable to: |
|---|---|---|---|
| **L2** | **Place of Establishment and Participation Conditions**<br>Tenders must comply with specific participation conditions laid down in section 2.3.1. | 1. Submission of a proof provided for under criterion L1;<br>2. Filled in dedicated section in the declaration on honour (Annex I.C);<br>3. Additional supporting documents may be requested from tenderers upon notification by EUSPA before award. | All economic operators participating in this procurement, i.e. primes, each consortium member and any proposed subcontractors. |
| **L3** | **Management of professional conflicting interest**<br>Compliance with **Section 2.3.6** above | Statement of compliance in the dedicated section of the Declaration of Honour (**Annex I.C**); and the evidences required in **Section 2.3.6** (if needed) | All economic operators, as provided in **Section 2.3.6**. |
| **L4** | **Possession of FSC** for relevant Tenderers (including subcontractors) for **handling classified information marked CONFIDENTIEL UE/EU CONFIDENTIAL or above** depending on the tasks envisaged to be performed during the Contract | As per the provision in **section 2.3.7.1** | All economic operators, as provided in **Section 2.3.1** |

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| Ref. | Legal and regulatory capacity criteria | To be evidenced by: | Applicable to: |
|---|---|---|---|
| **L5** | **Possession of PSC** for relevant Tenderers' personnel handling classified information marked **CONFIDENTIEL UE/EU CONFIDENTIAL or above** depending on the tasks envisaged to be performed during the Contract | As per the provision in **section 2.3.7.2** | All economic operators, as provided in **Section 2.3.1** |
| **L6** | **Appointed Local Security Officer** ("**LSO**") – **at the time of submission of the offer**, to be maintained throughout the duration of the Contract. | As per the provision in **section 2.3.7.3** | All economic operators, as provided in **Section 2.3.1** |

### 3.2.2 Economic and financial capacity

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

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| Ref. | Economic and financial capacity criteria | To be evidenced by: | Applicable to: |
|---|---|---|---|
| **F1** | A stable financial capacity to sustain its business. | Duly filled in **Financial Statements relating to the Selection Stage** in Annex I.F**.**<br>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) for the last three years preceding the year of launch of the present tender procedure. | Tenderer (all members of consortium cumulatively), including subcontractors, if the tenderer relies on their capacity for fulfilment of economic and financial capacity criteria |
| **F2** | The tenderer must have a minimum yearly turnover (in EUR) of:<br>10% of the value of the contract indicated in the section above in the last three years preceding the year of launch of the present tender procedure. | Duly filled in Financial Statements relating to the Selection Stage in Annex I.F.<br>Submission of a copy of the **tenderer's annual accounts** (profit and loss account, notes on the accounts and auditors' remarks when applicable) last three years preceding the year of launch of the present tender procedure. | Tenderer (all members of consortium cumulatively), including subcontractors, if the tenderer relies on their capacity for fulfilment of economic and financial capacity criteria |

If, for some exceptional reason which EUSPA considers justified, the tenderer is unable to provide the requested documents, the tenderer may prove its capacity by other documents which EUSPA considers appropriate. In any case, EUSPA must, as a minimum, be notified of any exceptional reason and its justification in the tender. EUSPA reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity before award.

### 3.2.3 Technical and professional capacity

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

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| Ref | Technical and professional capacity criteria | To be evidenced by: | Applicable to: |
|---|---|---|---|
| **T1** | **Similar experience**<br><br>Tenderer must have experience gained in the last 10 years in providing similardeliveries / projects as described in these tender specifications, demonstrated through involvement in:<br><br>• development and integration of complex systems including hardware and software according to ECSS standards or similar, and<br><br>• activities related to GNSS based high accuracy services or similar technology development and<br><br>• SW development experience<br><br>The tenderer must have been involved in at least three projects (during the last 10 years) covering all the areas listed above, and with a size and complexity similar to the present contract, being responsible for the handling through its own resources of not less than 15% of the tasks included in it. | List and description of similar contracts performed during the last 10 years.<br><br>Please note: The Agency reserves the right to verify any of the information provided, therefore the Agency may elect to contact any of the presented organisations/companies for reference. With the provision of the requested information, the Candidate's permission is assumed granted unless otherwise specified in its tender. | Tenderer (all members of consortium and proposed sub-contractors cumulatively, if the tenderer relies on their capacity for fulfilment of technical and professional capacity criteria). |

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| Ref | Technical and professional capacity criteria | To be evidenced by: | Applicable to: |
|---|---|---|---|
| **T2** | **Security experience**<br><br>The Candidate must have experience in all the following security related tasks:<br>• information security management system according to standard ISO/IEC 27000 family or similar<br>• IT security evaluation scheme such as Common Criteria or ISO/IEC 15408 or similar<br>• Cyber Security policy and best practices<br>• Security Accreditation process<br><br>The tenderer must have been involved in at least three projects (during the last 10 years) covering all the areas listed above, and with a size and complexity similar to the present contract. | List and description of similar services/contracts which demonstrate the knowledge of/use of/involvement in<br>• ISO/IEC 27000 family or similar<br>• Common Criteria-ISO/IEC 15408 or similar<br>• Cyber Security policy and best practice<br>• Security Accreditation process<br><br>Please note: The Agency reserves the right to verify any of the information provided, therefore the Agency may elect to contact any of the presented organisations/companies for reference. With the provision of the requested information, the Candidate's permission is assumed granted unless otherwise specified in its tender. | Tenderer (all members of consortium and proposed sub-contractors cumulatively, if the tenderer relies on their capacity for fulfilment of technical and professional capacity criteria). |

**IMPORTANT NOTE**: The Tenderers may rely on the capacities of other entities to fulfil the technical and professional capacity-related selection criteria, regardless of the legal nature of the links which they have with them. The Tenderers must in that case prove to EUSPA that they will have at their disposal the resources necessary for performance of the contract, by producing a Letter of Intent (in the form provided in Annex I.E) ensuring that the tasks for which the support will be provided are clearly indicated therein.

## 3.3 Minimum requirements

Tenderers must submit the information below with the tender. Failure to comply with minimum requirements at the submission time of the tender will lead to exclusion of the tenderer from the tender procedure.

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The tenderer shall demonstrate compliance with the minimum requirements required for performance of the Contract as follows:

| Ref | Technical and professional capacity criteria | To be evidenced by: | Applicable to: |
|---|---|---|---|
| **M1** | Compliance with applicable environmental, social and labour law obligations established by European Union law, national legislation, collective agreements or the applicable international social and environmental conventions listed in Annex X of Directive 2014/24/EU. | Corresponding statements of compliance in the declaration of honour – Annex I.C. | Tenderer (all members of consortium and proposed subcontractors) |

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, as well as maximum volume of the contract identified in sections 2.2.1 and 2.2.2 above, shall operate as minimum requirements.

## 3.4 Award stage

The evaluation 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 evaluation of technical quality will be based on the ability of the tenderer to meet the objectives of the Contract, as described in these tender specifications and the respective terms of reference. To this end, the information in the technical proposal must be consistent with this document and the respective technical terms of reference.

The technical proposal shall contain all necessary information to allow evaluation of the tender according to the technical criteria specified in the respective technical terms of reference. The quality of technical offers reaching this stage will be evaluated against the qualitative award criteria and sub-criteria (with equal relevance) below.

The qualitative award criteria will be scored out of a maximum of one hundred (100) points. Tenders scoring **less than 60 points in total** or **less than the minimum points indicated for any of the criteria** will be rejected, without evaluation of the financial offer.

Technical offers will be evaluated on the basis of the Qualitative Award Criteria in the following table.

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| Ref | Qualitative award criteria | Minimum points passing | Maximum points |
|---|---|---|---|
| **Q1** | Level of committed performance, critical analysis and related justification thereof, considering the identified detailed requirements of the Galileo HA Data Generator , the stated level of compliance to the Terms of Reference (section 2.1) and potential level of performance above the required for compliance. | 12 | 20 |
| **Q2** | Adequacy and justification, of the proposed solution in light of the declared compliance (completeness, level of product and positioning performances, authentication approach, HARPY definition, security aspects, level of detail, and relevance of the information provided) | 10 | 20 |
| **Q3** | Adequacy, credible approach and flexibility of the proposed work programme, including development, integration and deployment plan, schedule, security (including compliance to SAL), management structure and processes. | 9 | 15 |
| **Q4** | Adequacy, relevance and completeness of the different risk areas (identification of key challenges, relevant risks, evaluation and identification of mitigation measurements) and of the risk management plan and of the overall planning. | 2 | 5 |
| **Q5** | Adequacy and credibility of the costing and pricing | 3 | 5 |
| **Q6** | Quality and credibility of the subcontracting plan in order to achieve the requirement of 10% of the contract to be sub-contracted (see section 2.3.5.2) and relevant commitment taking into account the target percentage | 2 | 5 |
| **Q7** | Stated level of compliance to the draft contract (Annex II to ITT) and the credibility/quality of the associated justifications/alternative wording (see section 4.6.1) | 12 | 20 |
| **Q8** | Level of external dependencies (with regards to its overall autonomy, IPRs, reliance on third-party technologies, etc.) of the future solution as assessed and justified as part of the Technical proposal (see section 4.6.2 | 5 | 10 |
| | | Total: | 100 |

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## 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.G.

In order to allow for a comparison of the offers, tenderers are requested to submit Financial Proposal following the financial table of answers Annex I.G 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 (without prejudice to the electronic signature, in case the tender is submitted only electronically, as per section 4.5 below). 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. Certain elements of the Prices shall be subject to indexation as per Section 4 of the Draft 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 (**including baseline and optional activities**) of the Tender will receive 100 points. The other tenders will receive points according to the ratio between the least expensive Total Evaluation Price and theirs, and then multiplied by 100, as shown in the formula below:

$$Financial\ Score\ of\ tender\ X = \left(\frac{least\ expensive\ total\ evaluation\ price\ received}{total\ evaluation\ price\ of\ tender\ X}\right) \times 100$$

Note: It is underlined that the Total Evaluation Price includes a weighting for the price of the options as detailed in Annex IG.I. Financial Proposal Template

## 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 (as per section 3.4.1) against price (as per section 3.4.2) on a **70/30** basis and will be calculated using the following formula:

$$Final\ Score = Quality\ Score \times \frac{70}{100} + Financial\ Score \times \frac{30}{100}$$

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).

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# 4 Conditions of submission of tenders

## 4.1 Disclaimers

Please note disclaimers referred to in the invitation to tender.

## 4.2 Visits to premises or briefing

Visits to EUSPA's premises or briefings during the tendering process are not foreseen.

## 4.3 Variants

Variants are not permitted under this procurement procedure.

## 4.4 Preparation costs of tenders

Costs incurred in preparing and submitting tenders are borne by the tenderers and will not be reimbursed.

## 4.5 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 1.5 above to the following address:

EU Agency for the Space Programme
Legal and Procurement Department
Tender ref: EUSPA/OP/17/23
Janovskeho 438/2
170 00 Prague 7
Holesovice, Czech Republic

Tenders and Non-Disclosure Undertakings 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 1.5. 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 or the Non-Disclosure Undertaking 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/17/23: submission of Tender by [insert name of legal entity / consortium]".

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**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;
  - 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 in sections 4.5.2 and 4.6 of the Tender Specifications) 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

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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).

It is strictly required that the Tender is presented in the correct format and include all documents necessary to enable the Evaluation Committee to assess them. Failure to respect these requirements will constitute a formal error and may result in the rejection of the tender.

The Agency retains ownership of all applications received under this procedure. Consequently, Tenderers shall have no right to have their tenders returned to them.

**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/#/).

Information regarding QES signature can be found on https://esignature.ec.europa.eu/efda/home/#/screen/home. Tenderers wishing to check the qualified status of their electronic signature can make use of the European Commission`s online tool available at https://ec.europa.eu/digital-building-blocks/DSS/webapp-demo/validation. Please note that only signatures validating as "QESig" are the recognised form of the qualified electronic signature in this procurement procedure.

### 4.5.1 Outer envelopes

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

- the reference number of the Invitation to Tender **EUSPA/OP/17/23**
- the project title **"High Accuracy Data Generator (HADG) Infrastructure for Galileo High Accuracy Service (HAS) Phase 2"**
- **the name of the Tenderer**
- the indication ***"Tender – Not to be opened by the internal mail service"***
- **the address for submission of tenders** *(as indicated in **section 4.5**)*
- **the date of posting** *(if applicable)* should be legible on the outer envelope.

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### 4.5.2 Inner envelopes

Each outer envelope shall contain **three (3) inner envelopes.** If the tender is submitted on electronic media, it shall contain **3 folders**:

- Envelope 1: "ADMINISTRATIVE DOCUMENTS", with the name and stamp of the Tenderer and the reference number of the Invitation to Tender "**EUSPA/OP/17/23**";
- Envelope 2: "TECHNICAL OFFER", with the name and stamp of the Tenderer and the reference number of the Invitation to Tender "**EUSPA/OP/17/23**";
- Envelope 3: "FINANCIAL OFFER", with the name and stamp of the Tenderer and the reference number of the Invitation to Tender "**EUSPA/OP/17/23**".

If the tender is submitted on paper, each inner envelope shall contain one (1) ORIGINAL which shall be marked "ORIGINAL".

### 4.5.3 Language

The Initial and any Subsequent Tenders shall be drafted in one of the official languages of the European Union, **preferably English**.

## 4.6 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 the Tender Specifications;
- clear and concise, with continuous page numbering, and assembled in a coherent fashion (e.g. bound or stapled or organised in files).

EUSPA reserves the right to request additional evidence in relation to the tender submitted for evaluation or verification purposes.

### 4.6.1 Administrative file (ENVELOPE 1)

Each tender shall include an administrative file in machine readable format (MS Office 2003 or later, or Adobe Reader Version 8.0 or later), containing:

| | **ENVELOPE 1 – ADMINISTRATIVE DOCUMENTS** |
|---|---|
| 1. | A **cover letter**, dated and signed by duly authorized representative of the tender, including:<br>• A declaration of full acceptance of the requirements in this Invitation to Tender;<br>• The tenderer's undertaking to provide the supplies and services;<br>• Analysis of absence of conflicting interest, as per section 2.3.6 above<br>• A list of all the documentation included/enclosed in the tender;<br>• A list of the legal entities involved, specifying each entity's role and qualifications and the share of the total price of the Contract that will be covered by the respective entity's contribution;<br>• Tenderer's contact details; |

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| | ENVELOPE 1 – ADMINISTRATIVE DOCUMENTS |
|---|---|
| | • 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.<br>**If the tender is submitted by a consortium or grouping:**<br>• Specify each member's role and qualifications<br>• Include a letter signed by each member undertaking to participate as detailed,<br>• Justified assessment of the compliance with competition laws as per section 2.3.4 (in case of joint bidding)<br>**For the subcontracting:**<br>• Indicate the elements and proportion (%) of the tender for which subcontracting is planned. |
| 2. | The duly filled in, signed and dated **identification sheet of the tenderer** using the template in Annex I.B. (**one per tenderer** including all the legal entities involved in the consortium and subcontractors 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** i.e. tender, consortium member or subcontractor) along with its supporting documents required by the template (e.g. extract of company's registration) using the template available at:<br>http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal-entities_en.cfm and any supporting documents required in this template.<br>Please take into consideration the instructions from this link before filling in the documents: Forms for contracts - European Commission (europa.eu) |
| 4. | The duly filled in, signed and dated **Financial Identification Form** using the template available at:<br>http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm<br>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 Contract (i.e. the account of the consortium leader) in the event that the respective tender is awarded to it.<br>Please pay attention to the supporting documents that should be submitted together with dully filled in financial identification form. |
| 5. | The duly filled in, signed and dated **Declaration(s) of Honour** relating to **exclusion criteria and selection criteria** using the template in Annex I.C **- one per economic operator** (i.e. tenderer, all consortium members, all subcontractor(s), if any) and the supporting evidence to it. |
| 6. | The duly filled in, signed and dated **Financial Statement** relating to the selection stage using the relevant template**,** 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 section 3.2.2 of these tender specifications. |
| 7. | 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 a tender on behalf of the consortium, sign and manage the Contract, using the template in Annex I.D. |
| 8. | For the proposed subcontractors on whom the tenderer relies for the fulfilment of the selection criteria (if |

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| | ENVELOPE 1 – ADMINISTRATIVE DOCUMENTS |
|---|---|
| | any), duly filled in, signed and dated **subcontractor Letter of Intent** using the template in Annex I.D**.** |
| 9. | Description and measures ensuring compliance with the subcontracting requirements under section 2.3.5.1 (including competitive subcontracting proposal as per Section 2.3.5.2) |
| 10. | A duly signed and dated **statement of authorisation/power of attorney** containing the name and position of the **representative/signatory** and **official documentary evidence** on the person's legal authority to validly sign the tender and the Contract on behalf of the organisation, should it be awarded it. |
| 11. | All evidence relating to the selection criteria in Section 3.2 |
| 12. | Statement of Compliance (Annex I.N.) duly filled in with regards to the draft Contract. With regards 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. Please note that tenderers will be assessed, by virtue of the qualitative criterion Q7, on the level of their compliance and credibility of that stated justifications / quality of the proposed alternative wording. The naming convention described in Point 3 of Section 4.6.2 shall be followed. |
| 13. | Declaration of Background IPR according to the provided template (and attached to the Contract, Annex II.VI) |
| 14. | **Declaration of Ownership and Control**, using the template in Annex I.O – Part 2,including all necessary documents required in Annex I.O for the assessment of the compliance with the participation condition (see section2.3.1); |

## 4.6.2 Technical proposal (ENVELOPE 2)

Each tender shall include a technical file in machine readable format (MS Office 2003 or later, or Adobe Reader Version 8.0 or later), containing:

| | ENVELOPE 2 – TECHNICAL OFFER |
|---|---|
| 1. | **Executive Summary** (ideally 5 pages maximum), summarising the main elements and points of attention in the offer. |
| 2. | All evidence relating to the selection criteria in section 3.2 above |
| 3. | **Statement of compliance (Annex I.N) duly filled in.**<br>For each document in technical specifications, including SoW (Annex I.A) and all Applicable Documents as per CISL (Annex I.A.I), the technical proposal shall include a compliance matrix, declaring full compliance ("C"), partial compliance ("PC"), non-compliance ("NC") or non-applicability ("NA").<br>**Important Note**: In case the annexed SOC is either not referred to in the technical proposal or referred to but not delivered, the tender will be considered as fully compliant to the document for which the statement of compliance was not referred to or not provided.<br>The SoCs shall: |

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| | ENVELOPE 2 – TECHNICAL OFFER |
|---|---|
| | • cover all the requirements and sections of the document and respond to each requirement individually;<br>• respect the following naming convention:<br>  ○ "C": Fully compliant - Comments, assumptions, limitations shall be avoided (except traceability with the proposal). Please note that Comments, assumptions, limitations will not be taken into consideration by the Agency and shall not apply in the Contract in case of award;<br>  ○ "PC" Partially compliant - any item which is not fully compliant shall be described in a comment, as well as the reason for non-compliance, the comment shall allow to identify clearly the part of the requirement that the tender complies with;<br>  ○ "NC" Non-compliant - reasons for non-compliance shall be described;<br>  ○ "N/A" Not applicable - requirement not considered to be applicable. Reason for non-applicability shall be described.<br>• The above naming convention applies for any SoC delivered by the Tenderer, including the SoC to classified documents. Partial and non-compliances shall also be listed, explained and justified. |
| 4. | **Design and implementation aspects**<br>• A description of the design, development and verification processes, methodology to be implemented; Preliminary DDVP evidencing as a minimum:<br>  I. the use of the different chains during development and verification,<br>  II. a preliminary verification plan of the kind of tests to be executed to verify the design and<br>  III. the approach to SW design, verification and validation.<br>  IV. key challenges in design development and verification, including the proposed solutions to address NCRs at Galileo System level affecting HAS: EUSPA-ENG-SYST-TN-A28928, Reference Document HADGp2-RD-HO17.<br>• A preliminary Design Definition File (DDF). Sufficient to support the status of compliance and to provide a critical assessment of the preliminary HADG functional definitions (including HARPY), the design robustness, cost-efficiency, approach towards the use of existing technologies and new/bespoke developed technologies and the required flexibility for evolutions. The DDF shall also outline the main problems and proposed solutions to solve them and shall explain if the design is based on the HAS infrastructure for Phase 1 or if the proposed solution has any limitation in terms of Background IPR or IPRs constraints;<br>• An analysis of the intellectual property rights for each SW product proposed for procurement or reuse (including COTS and OSS), and shall ensure that no IPRs infringements are committed. This analysis shall include at least the owners of the IPRs, license scheme, constraints for transferability, sublicensing, need for re-procurement and license terms and conditions including duration, etc;<br>• A description of the approach taken to ensure through the HADG design a smooth integration with SECMON; |

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| | ENVELOPE 2 – TECHNICAL OFFER |
|---|---|
| | • Estimated Galileo and GPS ranging performance, including nominal configuration and outages as per the technical specifications. The tenderers shall characterise the performance of each of their products per satellite constellation, including orbit corrections, clock corrections, code and phase biases, Grid Ionospheric Vertical Errors (GIVEs), Ionospheric Vertical Delays (IVDs) and authentication approach in benchmark and nominal scenarios, including non-nominal conditions such as unhealthy satellites and outages on the different network of stations (e.g. GSS, GESS, EGNOS V3 RIMS, others);<br>• The tenderers shall clearly specify their committed level of performance and justify how such performance can be achieved. This level of performance will be the reference for the HADG performance requirements qualification. |
| 5. | **Assembly, Integration and Verification**<br>• Clear breakdown of activities between the different platforms and sites/facilities and sequence of events (integration with external elements, security activities (internal and external pentest/security configuration audits), qualification test campaigns, etc);<br>• Justified plan for the infrastructure deployment, including a description of each of the platforms to be deployed in the different sites or premises as part of the Contract as per technical specifications and the compliance to Safety and Occupational Health regulations;<br>• Presentation of the Verification approach (processes, tools, means and phases);<br>• Approach to ensure an optimal integration to external elements.<br>• Identification of key challenges related to Assembly, Integration and Verification. |
| 6. | **Preparation for operations**<br>• Description of the approach to define the inputs to the operational concept;<br>• Approach for the preparation of operations and maintenance activities, including the preparation of the validation of the Core of Trust reinstallation procedures;<br>• Clear presentation of the proposal regarding ILS and training activities as well as the support to be provided for the preparation and execution of the operational validation (to be done by GSOp),<br>• Identification of key challenges related to preparation for operations. |
| 7. | **Security aspects**<br>• A Security Management Plan, indicating:<br>o The legal denomination of the economic operators foreseen to have access to EUCI and their role in the tender (Prime, Consortium Member or Subcontractor);<br>o The address of the economic operators' premises in which such access is foreseen to happen;<br>o The maximum level of classification of the EUCI each economic operator is foreseen to have access.<br>• Security-oriented design features, standards and guidelines; |

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| | ENVELOPE 2 – TECHNICAL OFFER |
|---|---|
| | • Approach to cyber-security management and features, including Core of Trust definition and reinstallation validation;<br>• Obsolescence strategy and limitations especially considering the requirement of providing COTS (HW and SW) supported from a maintenance and security point of view by the vendors at least for 3 years following the AR;<br>• Support to independent pentest and security configuration audits.<br>• Approach to security accreditation;<br>• A list of the third parties / COTS product for verification by the Contracting Authority (section 2.3.5.1 (iii) ,<br>• Statement of compliance with the SAL (Annex I.J) – in the form of Annex I.N. 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 naming convention described in Point 3 of Section 4.6.2 shall be followed.<br>Identification of key challenges related to security. |
| 8. | **Acceptance**<br>• Presentation of the approach for the migration plan minimizing any interruption in the HAS service delivery and ensuring non-regression and the inclusion of a plan for deployment roll-back in case there is any issue detected;<br>• Clear description on the acceptance plan including tools and means to gather the required evidences during the service monitoring phase to prove the fulfilment of the Acceptance Review objectives. |
| 9. | **Maintenance**<br>• Description of the approach towards maintenance (processes and procedures, tools, KPIs) including the interfacing with the operator; |
| 10. | **Engineering Support**<br>• Description of the proposed approach to implement the activities required through the Engineering Support WP and a presentation of the required level of competences within the tenderers' proposal. |
| 11. | **Options**<br>• Description of the activities to be done upon activation of the options with a justification of the effort associated to them. |
| 12. | **Management**<br>• Industrial organisation and contract structure; |

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| | ENVELOPE 2 – TECHNICAL OFFER |
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| | • Responsibility assignment matrix (RACI matrix, "responsible, accountable, consulted, informed") for all the activities to be performed by prime and the different subcontractors, links to the corresponding cost breakdown;<br>• Identification of inter-dependencies, communication and coordination between the prime and subcontractors;<br>• Approach to the applicability of KPI regime and flow-down to subcontractors (if applicable);<br>• The proposed management documentation, included in the list below. |
| 13. | As annexes, initial versions of the following documents (refer to Document Content Guideline in Annex I.A.III):<br>• Management<br>a. Project Management Plan;<br>b. Risk Management Plan;<br>c. Risk Register;<br>d. Project Directory;<br>e. Work Breakdown Structure;<br>f. Work Breakdown Description;<br>g. Baseline Schedule document;<br>• Engineering:<br>a. Design, Development and Validation Plan;<br>b. Obsolescence Plan;<br>• Security and cyber-security:<br>a. Security Management Plan;<br>b. Cyber Audit Plan;<br>• PA/QA and RAMS:<br>a. Product Assurance Plan;<br>b. PA and Safety Requirements for Subcontractors;<br>c. Audit Preparation and Implementation Plan;<br>• Configuration and Documentation:<br>a. Configuration and Documentation Management Plan;<br>b. Deliverable Items List;<br>c. Deliverable Documents List;<br>It is noted that the documents listed above may be updated, if relevant, during the execution of the Contract. |
| 14. | The subcontracting plan and relevant commitment taking into account the target percentage. |
| 15. | Assessment (with relevant justifications) of the external dependencies (including the identification of such dependencies – if any) of the proposed solution (with particular focus on its overall autonomy, IPRs, reliance on third-party technologies, etc.), to be assessed by virtue of the qualitative criterion Q8. |

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| | ENVELOPE 2 – TECHNICAL OFFER |
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| 16. | Assessment of a high-level architectural design of the HADG (including the corresponding external interfaces) that allows for service recovery from the backup site under four alternative specifications for the HAS service outages (95% probability): 4h, 6h, 12h, 24h.<br><br>The assessment of the different scenarios shall be compatible with the HADG architecture as per point (4), and flexible to allow potential evolutions between the different scenarios. It shall also include preliminary requirements (e.g. DCPs to applicable documents) and a preliminary cost estimation for each case duly justified. |

### 4.6.3 Financial proposal (ENVELOPE/FOLDER 3)

#### 4.6.3.1 Content

Each tender shall include a financial file in machine readable format (MS Office 2003 or later, or Adobe Reader Version 8.0 or later), containing:

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| | ENVELOPE/FOLDER 3 – FINANCIAL OFFER |
|---|---|
| 1. | **Duly signed and dated financial proposal** using the templates in Annex I.G along with:<br>• A **Financial Proposal Executive Summary** (10 pages maximum) providing information on**:**<br>o the financial assumptions taken and as well an overview of the approach taken for indexation, overheads, profit, exchange rates, etc.;<br>o the Tenderer's and sub-contractor's shares of the Contract (as per Section 2.3.4) using the template provided in Annex I.H (Template for Statistical Reporting);<br>o the proposed milestone payment plan for each in accordance with the template provided in Annex I.K the amount of each interim payment shall not exceed the amount of actual costs incurred for achievement of the respective milestone;<br>o a statement of compliance to the financial requirements of this Tender Specification, and to the instructions of Annex I.G.<br>• **Financial Proposal Price Summary** which shall be provided by using the template in Annex I. G.1 without modifications and in line with the instructions included therein (see also Section 4.6.3.2). The Price Summary Table shall be submitted in both pdf (duly signed) and excel format. In case of discrepancies the pdf will prevail.<br>*Important Note: The UP values are generated automatically through formulas, based on inputs provided in Annex I.G.2 (bottom up price building), hence its completion is a prerequisite to proceed with the total Price Calculation of the Contract.*<br>• **Cost Breakdown Structure and required set of Cost Sheets** which shall be provided by using the template in Annex. I.G.2 in line with the instructions included therein (see also Section 4.6.3.2). Including any procurement and/or subscription costs that shall be explicitly described in the financial proposal and included in the overall service price.<br>• **Sub-contractor's financial proposals** which shall include their **Financial Proposal Executive Summary, the required set of cost sheets** to substantiate their share of the Price, and all the details necessary to understand their contribution to the overall proposal.<br>• **Justification for pre-financing.** Shall the tenderer propose pre-financing it shall provide due justification as to why pre-financing is needed.<br>The financial Proposal shall indicate:<br>- **Maximum Contract Price**, calculated as a sum of the baseline activities including the maximum price of the (baseline) Engineering support and all options (see Annex I.G.1).<br>- **Total Evaluation Price**, which shall be calculated as per the formula specified in Annex I.G.1 It shall be equal to the sum of the baseline activities, including the maximum price of the (baseline) Engineering support, the sum of the prices for the different options , multiplied by their coefficient, which is equal to 1 for the baseline and is lower than 1 for the options, as specified in Annex I.G.1 The Total Evaluation Price shall be used for calculation of the Financial score of the tender as specified in section 3.4.2.<br>The completeness and the quality of the information submitted in the Cost Sheets in Annex I.G.2 shall be evaluated as part of the qualitative award criteria (Q5). In case of inconsistency, incompliance or incompleteness of the submitted cost sheets, a lower number of points shall be attributed at the stage of the technical evaluation against criterion Q5. |

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The financial offer must respect the following conditions:

#### 4.6.3.2 Prices

Prices quoted in **I.G.1 and I.G.2**, must be firm and fixed but certain elements are subject to revision as per Section 4 of the Draft Contract. The Prices in the financial offer will constitute the price for the duration of the Contract, and shall include all costs and expenses which are necessary for performance of the tasks. No further reimbursements shall be made whatsoever.

The price quotes given shall not be conditional and are binding for the Tenderer.

The Financial Proposal shall provide the breakdown of the costs allowing a clear identification of the costs of each Task specified in the proposal (as per defined Work Breakdown Structure in SoW and Work Breakdown Description in the Technical Proposal).

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.

***Important note***: tenderers shall ensure that price quotations are compliant with the requirements detailed in the tender specifications and in Annex I.G. (Template Financial Proposal Price Summary and Cost Sheets). Price shall be indicated and substantiated for each category and must not amount to zero.

#### 4.6.3.3 VAT exemption

As EUSPA 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.

#### 4.6.3.4 Currency and exchange rates

The price tendered must be all-inclusive and expressed in Euro without VAT.

#### 4.6.3.5 Unit prices

The unit prices will be firm and will include all costs and expenses.

Cost and expenses are: effort for all the tasks (including drawing up quotations and reports) necessary for their performance, including all costs (management of the project, coordination, quality control, support resources, etc.), all overheads (management of the firm, secretarial services, social security, wages, etc.) necessary for the performance of the tasks described, incurred directly and indirectly by the contractor in performance of the tasks that will be entrusted to him.

The offer shall be submitted as a print-out AND in electronic format on a CD-ROM (or equivalent).

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## 4.7 Public opening of the tenders

Tenders will be opened on the date and time specified in Section 1.5 above, in EUSPA Headquarters, Janovského 438/2, Holešovice 170 00 Prague 7, Czech Republic

One representative per tender may attend the opening session. For organisational and security reasons the tenderer must specify the tenderer (s)he represents and provide the full name of the attending person, date of birth, nationality and ID or passport number of the representative at least five calendar days in advance to: tenders@euspa.europa.eu. The subject of the email shall be:

*EUSPA/OP/17/23 – High Accuracy Data Generator (HADG) Infrastructure for Galileo High Accuracy Service (HAS) Phase 2": request from* [insert name of legal entity / consortium] *to participate to the opening session*

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

The representative will be required to present the submission receipt of the tender and to sign an attendance sheet. The contracting authority reserves the right to refuse access to its premises if the above information or the submission receipt are not provided as required.

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

Contacts between the Agency and Tenderers are prohibited throughout the procedure save in exceptional circumstances and under the following conditions only:

Before the final date for submission of tenders:

- At the request of the Tenderer, the Contracting Authority may provide additional information solely for the purpose of clarifying the nature of the Contract and the procurement documents provided in the ITT.

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- 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/17/23 "High Accuracy Data Generator (HADG) Infrastructure for Galileo High Accuracy Service (HAS) Phase 2 ".
- Any classified (R-UE/EU-R or above) 'request for additional information' shall be sent to the Agency according the PSI provisions. Please note that RESTREINT UE/EU RESTRICTED (R-UE/EU-R) files submitted on electronic media can only be submitted on CD-ROM or DVD.
- Requests for additional information received after the date mentioned in section 1.5 or specific deadlines as may be communicated will not be processed (for practical reasons).
- The Agency 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 Agency may contact the Tenderer, although such contact may not lead to any alteration of the terms of the submitted tender.

## 4.10 Information for tenderers

EUSPA 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, EUSPA 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/sites/default/files/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 (Guerric Pont, Galileo Services Programme Manager at galileo-correspondence@euspa.europa.eu).

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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 the use of 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.

## 5 Acronyms and Definitions

Refer to Annex I.A.VII for list of acronyms.

Definitions are provided in the Draft Contract (Annex II to ITT).

## 6 List of tender specifications annexes

These tender specifications have the following annexes:

| Annex | Title |
|---|---|
| Annex I.A | Statement of Work |
| Annex I.A.I | Contractual Index Status List |
| Annex I.A.II | Deliverables' Requirements List |
| Annex I.A.III | Document Content Guideline |
| Annex I.A.IV | KPI regime |
| Annex I.A.V | Contracting Authority Undertakings and Handover Assets |
| Annex I.A.VI | List of Reference Documents |
| Annex I.A.VII | List of acronyms |
| Annex I.B | Template Identification Sheet of the Tenderer |
| Annex I.C | Template Declaration of Honour for exclusion and selection criteria |

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| Annex | Title |
|---|---|
| Annex I.D | Template Power of Attorney |
| Annex I.E | Template Subcontractor letter of intent |
| Annex I.F | Template Financial Statements relating to the Selection Stage |
| Annex I.G | I.G.1 Template Financial Proposal Price Summary and I.G.2 Template Cost Sheets |
| Annex I.H | Template for Statistical Reporting |
| Annex I.I | Template Non-Disclosure Undertaking |
| Annex I.J | Security Aspect Letter |
| Annex I.K | Template Milestone Payment Plan |
| Annex I.L | [Not used] |
| Annex I.M | [Not used] |
| Annex I.N | Template Statement of Compliance |
| Annex I.O | Criteria for assessment of participating conditions, includes three parts:<br><br>- Part 1 – Criteria for assessment of participation conditions-<br>- Part 2 – Excel Spreadsheet – Declaration of Ownership and Control-<br>- Part 3 – Additional Information Regarding the Assessment of Participating Conditions |

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# End of Document

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