

**EUSPA/OP/18/26**  
***“Provision of Interim Workers to EUSPA”***

**Annex I to the Invitation to Tender (ITT)**  
***“Tender Specifications”***

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# 1 Overview

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

In addition to the terms defined in the present TS, additional abbreviations and definitions are included in section 16.

## 1.1 Context of the Tender

The European Union Agency for the Space Programme (hereinafter 'EUSPA', 'the Agency' or 'the Contracting Authority')<sup>1</sup> is a European Union agency established by Regulation (EU) No 2021/696 of the European Parliament and of the Council of 28 April 2021 establishing the Union Space Programme and the European Union Agency for the Space Programme and repealing Regulations (EU) No 912/2010, (EU) No 1285/2013 and (EU) No 377/2014 and Decision No 541/2014/EU (hereinafter the "Space Regulation") to accomplish specific tasks related to the European GNSS components (Galileo and EGNOS), Copernicus, GOVSATCOM, and Space Situational Awareness as set out in such Regulation.

The EUSPA organisational structure contains both administrative and operational departments and functions.

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

## 1.2 Purpose

The objective of this procurement procedure is to conclude a Framework Contract in cascade with maximum two (2) Contractors (hereinafter referred to as "the Contract", "Framework Contract", or "FWC") for the provision of interim workers at EUSPA HQ to EUSPA as a user.

Where reference is made to the Framework Contract, FWC or Contract in these Tender Specifications and in the Annexes thereto, it should be assumed that any such reference is also meant to cover any Specific Contracts concluded on a basis of the FWC, in particular when there is a reference covering any obligation of the Tenderers.

## 1.3 Name and form of procurement procedure

<b>Name:</b>	EUSPA/OP/18/26 – Provision of interim workers to EUSPA
<b>Procedure:</b>	Open procedure in accordance with Article 167(1)(a) of the Regulation 2024/2509 (hereinafter "Financial Regulation" or "FR") <sup>2</sup> .
<b>Lots:</b>	Not applicable

## 1.4 General Conditions

- Tenderers are required to accept all the terms and conditions set out in the ITT and the Tender Specifications. The Tenders will have to fulfil the conditions of submission set out in Section 15 below.
- Any attempt by a Tenderer to obtain confidential information, enter into unlawful agreements with competitors, or influence the evaluation committee or the Contracting Authority during the process of examining, clarifying and evaluating Tenders will lead to rejection of its Tender and may result in administrative penalties.
- The ITT and its annexes and any subsequent document for this activity to be issued by the Contracting Authority in the course of this procurement procedure are in no way binding on the Contracting Authority. The contractual relationship with the Contracting Authority commences only upon signature of the Contract with the successful Tenderer.

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<sup>1</sup> Regulation (EU) No 2021/696 of the European Parliament and of the Council of 28 April 2021 establishing the Union Space Programme and the European Union Agency for the Space Programme and repealing Regulations (EU) No 912/2010, (EU) No 1285/2013 and (EU) No 377/2014 and Decision No 541/2014/EU.

<sup>2</sup> Regulation (EU, Euratom) 2024/2509 of the European Parliament and of the Council of 23 September 2024 on the financial rules applicable to the general budget of the Union (recast) repealing REGULATION (EU, Euratom) 2018/1046 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 18 July 2018 on the financial rules applicable to the general budget of the Union.

- Until the signature of the Contract, the Contracting Authority may decide to abandon the procurement or cancel the award procedure. Such actions shall not entitle the Tenderers to claim any compensation.
- By submitting a Tender, the Tenderer provides its unconditional and irrevocable consent to the Contracting Authority:
  - To use any information contained in the Tender in legal proceedings related to the procurement regardless of the parties involved to the extent necessary or appropriate for due protection of the Contracting Authority's rights. Should the Contracting Authority use the content of the Tender for this purpose, the Tenderer waives any claim for any compensation of any kind whatsoever or any claim related to confidentiality and/or data protection.
  - To make available (any part of) the Tender to its staff and the staff of other Union institutions, bodies and agencies, as well to other persons and entities working for the Contracting Authority or cooperating with it, including Contractors or subcontractors and their staff, provided that they are bound by non-disclosure obligation and for the purpose of evaluating the Tender and, if applicable, implementing the Contract, performing audits, benchmarking, etc.
- The Contracting Authority reserves the right to supplement, vary, terminate or otherwise amend the tendering process, to the extent allowed under applicable procurement rules and without any liability for financial compensation to the Tenderers.

## 1.5 Applicable Rules

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

- Regulation (EU) No 2021/696 of the European Parliament and of the Council of 28 April 2021 establishing the Union Space Programme and the European Union Agency for the Space Programme and repealing Regulations (EU) No 912/2010, (EU) No 1285/2013 and (EU) No 377/2014 and Decision No 541/2014/EU (hereinafter "the Space Regulation");
- Regulation No 31 (EEC), 11 (EAEC), laying down the Staff Regulations of Officials of the European Union (hereinafter "EU Staff Regulations" or "SR") and the Conditions of Employment of Other Servants of the European Union (hereinafter "CEOS");
- Directive 2008/104/EC of the European Parliament and of the Council of 19 November 2008 on temporary agency work and the applicable Czech law implementing the directive.

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

- Regulation (EU, Euratom) 2024/2509 of the European Parliament and of the Council of 23 September 2024 on the financial rules applicable to the general budget of the Union (recast);
- European GNSS Agency Financial Regulation 2019 adopted by its Administrative Board on 16 August 2019 (Ref.: GSA-EDA-AB-DEC-252663, version 1.0).<sup>3</sup>

In general implementation of its activities and for the processing of tendering procedures in particular, regarding confidentiality, personal data treatment and public access to documents, the Contracting Authority observes the following rules:

- Regulation (EU) No 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC;
- ITT Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);

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<sup>3</sup> [https://www.euspa.europa.eu/sites/default/files/gsa\\_financial\\_regulation\\_2019\\_signed.pdf](https://www.euspa.europa.eu/sites/default/files/gsa_financial_regulation_2019_signed.pdf)

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

**Important note:** The legal acts listed above are provided to set the overall framework; however, it shall be the Contractor's duty and corresponding sole responsibility to comply and ensure full compliance with all applicable laws, regulations and legal acts of any part of performance under the Contract contemplated to be awarded as a result of the current procurement procedure.

## 2 Procurement procedure and timeline

### 2.1 Timeline

Timetable	Date	Comments
Launch of the procurement process – submission for publication of Contract Notice to the Supplement to the Official Journal of the EU	03/07/2026	All documents of the Invitation to Tender available at:  Funding & Tenders Portal ( <a href="https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/opportunities/tender-details/23161cbf-760a-4ed3-8ab6-1cb55a15f81e-CN#anchorDocuments">https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/opportunities/tender-details/23161cbf-760a-4ed3-8ab6-1cb55a15f81e-CN#anchorDocuments</a> ) and EUSPA website <a href="http://www.EUSPA.europa.eu/EUSPA/procurement">http://www.EUSPA.europa.eu/EUSPA/procurement</a> ]
Deadline for requests for clarifications	24/08/2026	Clarification requests to be submitted only via the Funding & Tenders Portal (see above) <b>and in accordance with the timing indicated in section 5.1.11 of the Contract Notice.</b>
Last date on which clarifications may be issued by EUSPA	26/08/2026	All clarifications will be published at the Funding & Tenders Portal (see above) All clarifications will be published at the EUSPA's procurement website: <a href="http://www.EUSPA.europa.eu/EUSPA/procurement">http://www.EUSPA.europa.eu/EUSPA/procurement</a> . Tenderers are encouraged to check the EUSPA's procurement website on a regular basis.
<b>Deadline for submission of tenders</b>	<b>01/09/2026</b>	<b>According to conditions of submissions set out in section 15.7 of these Tender Specifications and the timing indicated in section 5.1.12 of the Contract Notice.</b>
Opening session and start of evaluation process	<b>02/09/2026</b>	As per section 15.8 of the present document <b>and the timing indicated in section 5.1.12 of the Contract Notice.</b>
<b>Completion of evaluation</b>	<b>September 2026 (estimated)</b>	The estimated date is only indicative, it may be changed and it is not binding on the Contracting Authority.
<b>Award</b>	<b>September/October 2026 (estimated)</b>	The estimated date is only indicative, it may be changed and it is not binding on the Contracting Authority.
Estimated start of implementation of the Contract	<b>October/November 2026 (estimated)</b>	The estimated date is only indicative, it may be changed and it is not binding on the Contracting Authority.

Table 1: Procurement Timetable

### **3 Scope and Envisaged Contractual Approach**

The objective of this procurement is to conclude Multiple Framework Contracts in cascade with maximum two (2) contractors (“FWC”) with a maximum duration of 48 months, as described in Section 3.3.43.3.4.

Where reference is made to the Framework Contract, FWC or Contract in these Tender Specifications and in the Annexes thereto, it should be assumed that any such reference is also meant to cover any Specific Contracts concluded on a basis of the FWC, in particular when there is a reference covering any obligation of the Tenderers.

#### **3.1 Scope**

##### **3.1.1 General**

The subject-matter of this procurement procedure is provision of interim workers to carry out various clerical, secretarial tasks, office management and other equivalent tasks, performed under the supervision of staff in EUSPA HQ in Prague under Czech law. Among others, the interim workers are expected to carry out following tasks:

- General administrative support (filing, archiving physical and digital records, updating systems, supporting workflows in internal systems, or similar simple and directed tasks);
- On-site support for the organisation of meetings, conferences and events;
- Specific administrative duties involving some degree of technical knowledge such as in the area of document management, asset management, personnel and financial transaction administration, and general management assistance.

##### **3.1.2 Nature of the service and the corresponding responsibilities of the Contractor**

Please refer to Art. I.5 of the draft FWC.

##### **3.1.3 Obligations of the interim workers**

Please refer to Art. I.6 of the draft FWC.

##### **3.1.4 Requirements for the Interim Workers**

The interim workers shall have a level of education which corresponds to:

- a post-secondary education attested by a diploma, or
- a secondary education attested by a diploma giving access to post-secondary education and appropriate professional experience of at least three years.

In addition, the interim workers shall:

- be a national of a EU Member State;
- have a very good knowledge of and/or experience in providing services related to the tasks specific to the relevant profile;
- have a very good knowledge of English language both in written and oral (a level of knowledge equivalent to at least B2 level);
- have an ability to use standard office equipment (PC, laptop, printer etc) and familiarity with standard software applications (MS Office); have excellent communication skills – ability to communicate clearly and precisely both orally and in writing;

- have an ability to work in a multicultural environment;
- have an ability to deliver quality results – personal responsibility and initiative for delivering work to a high standard of quality within set procedures;
- have prioritising and organising skills – ability to prioritise the most important tasks, work flexibly and organise one’s own workload efficiently;
- have interpersonal skills – ability to work co-operatively with others in teams and across organisational boundaries and respect differences between people;
- have a clean criminal record (proven by appropriate document).<sup>4</sup>

The Contractor shall be responsible for ensuring that the interim workers are physically fit to perform the duties linked to the assignment subject to the respective Specific Contract.

The profiles and skills required may be described in greater detail in each request for Specific Contract for the respective interim worker(s).

### **3.1.5 Salary and Working Conditions**

The Contractor shall comply with all applicable laws (particularly within the field of employment law and public law) related to provision of workforce by temporary-work agency and shall ensure that they, as an employer of interim workers, retain the sole responsibility in relation to them.

More specifically, the Contractor shall fully comply with Temporary Agency Work Directive and the Czech laws and regulations governing the mediation of interim work and agency work to ensure that the principle of equal treatment is applied to interim workers taking into consideration the working conditions and wages or salary conditions of the comparable EUSPA staff. It shall be Contractor’s sole responsibility to ensure that the working conditions and wages or salary conditions of the interim worker are, for the duration of their assignment at the EUSPA, those that would apply if they had been recruited directly by the EUSPA to occupy an equivalent position, while also respecting any requirements of the applicable law.

Under no circumstances will EUSPA be liable to the Contractor or the interim worker if the Contractor fails to comply with the principle of equal treatment of interim workers despite the information on working and employment conditions of EUSPA staff has been made available to the Contractor by EUSPA (information is also considered to be made available if it is contained in any of the applicable laws to which these Tender Specifications refer).

For these purposes, EUSPA informs below the Tenderer of the basic working and employment conditions of EUSPA staff as of the date of publication of the CN for this tender. EUSPA notes that these terms and conditions are subject to periodic changes, and the Contractor will be notified of any changes without undue delay. The Contractor is advised to take into account the possibility of changes during the term of the Contract.

#### Salary and Entitlements

The basic salary and entitlements conditions of EUSPA staff are governed by the Staff Regulations and CEOS. The Staff Regulations<sup>5</sup> and CEOS and any updates thereof are published in OJEU and also on-line.

Examples of gross monthly reference salaries (as currently applicable in Prague):

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<sup>4</sup> The request for submission of a proof of clean criminal record is justified with respect to the nature of work to be performed by an interim worker for EUSPA as EU public authority which performs tasks in public interests. Similarly, all EUSPA staff members are required to submit a proof of clean criminal record [see Article 28 (c) of SR and/or Article 82(3) (c) of CEOS which provide that official may be appointed or a member of the Contract staff may be engaged, only if he/she produces the appropriate character references as to his/ her suitability for the performance of his/ her duties].

<sup>5</sup> <https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:01962R0031-20140501#tocId462> Conditions of employment of other servants of the European Union Title IV, Chapter 7 Article 92 & 93

Relevant Experience	Comparable post	Gross monthly reference salary according to Staff Regulations (in EUR) <sup>6</sup>
Less than 5 years	Contract agent Cat. II – Grade 4 – less than five years of working experience	2714.73
More than 5 years	Contract agent Cat. II – Grade 5 – more than five years of working experience	3071.64

In addition to basic salary, EUSPA staff is entitled to multiple entitlements stemming from the Staff Regulations and CEOS (as currently applicable in Prague). As a way of example, EUSPA is including below the most commonly applicable entitlements:

Allowance	Legal Basis	Amount
Household allowance	SR Article 67 (a), Annex VII Article 1	241.21 EUR + 2% of Basic Salary
Dependent Child allowance	SR Article 67 (b) Annex VII Article 2	527.06
Education allowance	SR Article 67 (c) Annex VII Article 3	Reimbursement of incurred (transportation and education) costs to a maximum of 357.62 per month for each dependent in regular full-time attendance. Flat rate costs contribution to university attendance of a dependent child.  Pre-school allowance: 128.76
Expatriation allowance	SR Article 69, Annex VII Article 3	16% of Basic salary + (if applicable) Household & dependent child allowance - minimum 714.89.

The salary and entitlements of EUSPA staff are subject to annual changes as foreseen in the Staff Regulations and CEOS, due to the yearly adjustment of basic salary and of the correction coefficient. The competent EU institution takes the decision on adjustment of the salary, entitlements and the correction coefficient, in principle, in December of each year. Such changes may result in an increase or a decrease of salary.

### Working Time Arrangements

The basic working time arrangements of EUSPA staff are governed by the EUSPA Decision on Hybrid Working (Annex I.S to the Tender Specifications).

The normal duration of the working week for EUSPA staff is 40 hours, i.e. 8 working hours per day from Monday to Friday, between 8:00 and 19:00. EUSPA staff is required to take at least 20-minute break per working day. Such break is not counted towards working time.

The EUSPA aims at creating and maintaining a supportive and healthy work environment that enables staff members to have a balance between work and personal responsibilities. For these reasons, EUSPA staff may benefit from flexible working time arrangements. EUSPA staff are free to determine their working hours, in agreement with the line manager, provided that the staff member:

- complies with the prescribed weekly hours (40 hours/week), and

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<sup>6</sup> The gross salary is to be weighted by the correction coefficient applied for Czech Republic (currently 91.2%). The minimum gross monthly salaries are subject to an annual upward or downward revision according to, inter alia, the evolution of the cost of living in the EU and the remuneration of public officials. The Agency will communicate to the selected contractors the new minimum gross monthly salary.

- is available for interaction during:

*Monday, Tuesday and Thursday — 9:30-12:00 and 15:00-16:30*

*Wednesday and Friday — 9:30-12:00 and 15:00-16:00*

Exceptionally, EUSPA staff may be requested to perform overtime work, which then can be offset by working less hours on following days or by taking full or half day of recuperation.

EUSPA staff whose tasks are compatible with teleworking, in agreement with their line manager, may perform part of their working time remotely. To be noted that this possibility is in general not foreseen for the interim workers due to the nature of their tasks, which, as a rule, require presence in EUSPA HQ.

#### Leave Entitlements and Public Holidays

EUSPA provides its staff members with leave entitlements according to EU Staff Regulations and CEOS and the EUSPA Decision on Leave (Annex I.S to the Tender Specifications)

The basic principle is that the staff member is entitled to two days of leave per calendar month of his employment (i.e. 24 days in calendar year).

In addition, the public holidays in EUSPA for 2026 are as follows:

1 January	Thursday, New Year's Day
2 January	Friday, day following New Year's Day
2 April	Maundy Thursday
3 April	Good Friday
6 April	Easter Monday
1 May	Friday, Labour Day
8 May	Friday, Liberation Day
6 July	Monday, St. Cyril and Methodius Day
28 September	Monday, St. Wenceslas Day
28 October	Wednesday, Independence Day
17 November	Tuesday, Day of Struggle for Freedom and Democracy
24 December	Thursday
	6 end-of-year days
31 December	Thursday

The applicable calendar for year N+1 will be notified to the Contractor in December of the year N.

#### Reimbursement of Expenses

EUSPA staff is entitled to reimbursement of expenses for missions outside of their regular place of employment according to EUSPA Decision on Mission Rules (Annex I.S to these Tender Specifications). To be noted that missions, in general, are not foreseen for interim workers due to the nature of their tasks, which, as a rule, require presence in EUSPA HQ. If the interim worker is required by EUSPA to go on a mission, the Contractor may claim reimbursement of the costs as per Art. I.8.2 of the draft FWC.

The Agency also reimburses the public transport travel passes for public transport in Prague (Lítačka) or for 50 % of a monthly ticket for commuting from outside Prague within 60 km radius (Annex I.S to the Tender Specifications). Costs of such reimbursement (for the purposes of ensuring equal treatment of interim workers) is expected to be reflected in the price (as a part of the factor for other costs of the Contractor). No separate reimbursement mechanism is foreseen under the Contract.

### **3.1.6 Assignment of Interim Workers**

Please refer to Art. I.3 of the draft FWC .

### **3.1.7 Termination and Replacement of Interim Workers**

Please refer to Art. I.7 of the draft FWC .

### **3.1.8 Absences**

Please refer to Art. I.7 of the draft FWC.

## **3.2 Implementation of the FWC**

The FWC shall be implemented through Specific Contracts (“SCs”), in line with the essential terms established at the FWC level. EUSPA envisages to sign several such SCs during the execution of the FWC. The signature of a framework contract does not impose an obligation on EUSPA to conclude specific contracts with a framework contractor.

The multiple framework contracts will be concluded in the form of separate but identical contracts with *two* (2) contractors at most, provided that there are enough tenderers whose tenders are retained after the evaluation. The multiple framework contracts will be implemented in cascade.

For the award of multiple framework contracts in cascade, the tenders, which were not rejected as a result of the evaluation, will be ranked in order to establish a list of contractors and a sequence in which they will be offered specific contracts during the implementation of the framework contracts. In case of unavailability of the contractor ranked first, for reasons which do not entail terminating the FWC, EUSPA may call on the next contractor. The modalities of implementation of the framework contract in cascade, including the circumstances which justify signing the specific contract(s) with the contractor next in cascade, are set out in the Draft Contract.

## **3.3 Main Contractual provisions**

### **3.3.1 Language of the Contract**

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

### **3.3.2 Volume and value of the Contract**

The indicative maximum total value of all services under the FWC is EUR 2,700,000.00 for the whole duration of the FWC including those to be performed under all the future specific contracts.

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

### **3.3.3 Place of Performance**

The principal place of performance of the Contract, i.e. performance of work by interim workers, shall be EUSPA premises located in Prague (currently Janovskeho 438/2, 170 00, Prague 7 – Holesovice, Czech Republic).

Short-term missions outside the principal place of performance of work (i.e. Prague), including missions abroad, might be exceptionally required from the interim workers. Locations include, without limitation, the GSMC in Saint Germain-en-Laye (France), the EGNOS liaison office in Toulouse (France), the Galileo Reference

Centre in Noordwijk (the Netherlands), the European GNSS Service Center (GSC) and Galileo Security Monitoring Center (GSMC) in the region of Madrid (Spain) as well as the Galileo Control Centres (GCCs) in Oberpfaffenhofen (Germany) and Fucino (Italy).

### **3.3.4 Duration**

The expected duration of the FWC is forty-eight (48) months.

### **3.3.5 Ownership**

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

### **3.3.6 Subcontracting requirements**

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

### **3.3.7 Consents**

For the performance of activities under the Contract, the Contractor will have to obtain, maintain and renew authorisation/consents such as for example any authorisation as required by applicable legislation to provide the services, e.g. the licence to operate as interim worker agency.

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

### **3.3.8 Liability**

The Draft FWC contains specific provisions in relation to Contractor's Liability, overall Liability cap, and application of liquidated damages.

### **3.3.9 Background Intellectual Property Rights**

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

### **3.3.10 Foreground Intellectual Property Rights**

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

## 4 Organisation of the Tenderer

### 4.1 Introduction

Economic operators can submit a tender either as a sole economic operator (sole Tenderer) or as a group of economic operators (joint tender)<sup>7</sup>. In either case subcontracting is permitted.

The submitted Tenders and the conduct of the involved entities in the present procurement procedure must be autonomous and independent, including cases where entities belonging to the same Undertaking<sup>8</sup> submit separate Tenders.

No more than one Tender can be submitted by the same legal entity when acting as a sole Tenderer / group Leader / group Member. In the event that a legal entity submits more than one Tender as a Tenderer / group Leader / group Member, all Tenders in which that entity has participated in such roles will be rejected.

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

Subcontractors can participate in several Tenders as long as the tenders are drawn and submitted in complete independence and autonomously from each other and upon condition that sufficient measures to avoid collusive tendering are implemented and evidence of such implementation are provided together with the Tenders. The Contracting Authority reserves the right to request clarifications directly from subcontractors in relation to such measures and evidence. However, cross subcontracting among Tenderers is forbidden, more precisely an entity “A” may participate as Tenderer (either as sole tenderer or as member of a group of economic operators) and as subcontractor to another tenderer “B” within the same procurement procedure. However, in this case it is forbidden that Tenderer “B” (or any of its participating members in case of a group of economic operators) is at the same time subcontractor for Tenderer “A” (or for the group of economic operators in which “A” participates) within the same procurement procedure. In this case, both tenders A and B shall be rejected.

EUSPA reserves the right to reject any Tender if it is demonstrated that collusive tendering / anticompetitive behaviours were put in place by the Tenderer / subcontractors.

In order to fulfil the selection criteria, set out in Section 10, the Tenderer can rely on the capacities of subcontractors or other entities that are not subcontractors (see Section 5).

### 4.2 Core Team

Tenderers are required to present their Core Team (i.e. the Prime Contractor, including, where relevant, all group members, and those entities/subcontractors, which are essential in order for the Tenderer to meet the selection criteria under Section 10), including the roles and responsibilities of the respective entities for the purpose of this procurement as well as a description of the Undertaking<sup>9</sup> to which they belong.

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<sup>7</sup> Each economic operator participating in the joint tender is referred to as “group member”.

<sup>8</sup> For definition, see Section 16, Table 10: Abbreviations

<sup>9</sup> For definition, see Section 16, Table 10: Abbreviations

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

In order to fulfil the selection criteria a Tenderer may also rely on the capacities of other entities (that are not subcontractors), regardless of the legal nature of the links it has with them. It must in that case prove that it will have at its disposal the resources necessary for the performance of the Contract by providing Annex I.D.2 (Non-Subcontractor Letter of Intent), signed by the authorised representative of such an entity, and the supporting evidence that those other entities have the respective resources.<sup>10</sup>

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

### 4.3 Joint Tenders

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

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

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

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

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

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

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

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<sup>10</sup> This does not apply to subcontractors on whose capacity the tenderer relies to fulfil the selection criteria – for these the documentation required for subcontractors must be provided.

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

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

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

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

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

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

#### **4.4 Compliance with competition laws in case of joint bidding**

Groups of economic operators (within the meaning of section 4.3 above) may submit a Tender on the condition that their joint bid does not result in the restriction or elimination of competition. For detailed information regarding the applicable competition law principles, Tenderers are invited to consult the Commission's Horizontal Guidelines<sup>11</sup> ("Guidelines").

Restriction or elimination of competition may occur when the members of the group are (even potentially) competing on the same market and one (or more) member(s) of the group would be realistically capable to carry out the contract individually, i.e. the group includes more members than what is strictly necessary in order to carry out the contract.<sup>12</sup>

For this reason, joint bidding by entities that could have otherwise competed for the performance of the Contract may restrict or eliminate competition on the market. Joint bidding by a group composed of potential and/or actual competitors may still be allowed if the joint bid provides significant efficiencies compared to the potential individual bids (see below).<sup>13</sup>

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<sup>11</sup> 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](https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.C_.2023.259.01.0001.01.ENG)

<sup>12</sup> See points 352 to 357 of the Guidelines.

<sup>13</sup> See point 358 and 359 of the Guidelines.

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

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

Or, failing that, why the joint bid (cumulatively):<sup>14</sup>

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

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

#### **4.5 Change in the Composition of Tenderer / Core Team**

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

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

For changes of subcontractor please refer to Section 5.

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<sup>14</sup> See point 358 of the Guidelines.

## 5 Industrial Organisation

### 5.1 Sub-contracting

#### 5.1.1 General provisions

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

The following shall not be considered subcontracting:

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

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

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

The following shall apply to subcontracting:

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

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

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

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

## 6 Legal Terms and Reference

### 6.1 Use of Artificial Intelligence (AI)

In case the use of Artificial Intelligence (AI) systems<sup>15</sup> or GPAI models<sup>16</sup> is envisaged for the provision of the services under the Contract, Tenderers shall provide, as part of the technical proposal (Section 15.6.2 below):

- a. The identification of the AI tool and the classification whether this is an AI System or GPAI Model in accordance with Regulation (EU) 2024/1689.
- b. A risk assessment of the AI tool according to the principles of Regulation (EU) 2024/1689. For the purposes of elaborating the risk assessment Tenderers are invited to consider the check list under Annex I.R. Such check list is provided for indicative purposes only and is not supposed to affect the responsibility for the risk assessment which remains with the tenderers.
- c. The identification of the relevant roles (i.e. Provider, Deployer, etc.) with respect to the AI tool in accordance with Regulation (EU) 2024/1689.
- d. Any other information or justification relevant to demonstrate and substantiate compliance with Regulation (EU) 2024/1689, including from the perspective of data protection according to Regulation (EU) 2016/679 (General Data Protection Regulation) and fundamental rights impact.

Tenderers are required to include the above-mentioned information in a dedicated section of the Technical Proposal according to Section 15.6.2 below.

**NOTA BENE:** Compliance with the provisions of the EU Artificial Intelligence Act, with the applicable security requirements and with the data protection obligations shall be ensured by the Contractor throughout the duration of the Contract.

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

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

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

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

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<sup>15</sup> For the definition of AI system please refer to Article 3 "Definitions" of Regulation (EU) 2024/1689.

<sup>16</sup> For the definition of GPAI model please refer to Article 3 "Definitions" of Regulation (EU) 2024/1689.

### **6.3 Applicable Law and Jurisdiction**

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

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

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

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

## 7 Access to Procurement

Tenderers must continue to fulfil the conditions on Access to Procurement throughout the entire duration of this procurement procedure and for the entire duration of the ensuing Framework Contract and specific contracts.

In case of any change in the situations regarding the below-mentioned criteria and requirements, Tenderers / Contractors shall inform the Contracting Authority without delay.

### 7.1 Participation Conditions

#### 7.1.1 Participation conditions for tenderer (prime contractor, core team members and non-core-team sub-contractors 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<sup>17</sup>, the participation to this procurement procedure 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.H (Parts 1, 2 and 3), including a dedicated Annex I.H -Part 2 to be filled by the tenderer. Please note that for the assessment of control the filling, signature and submission of the Declaration of Ownership and Control in Annex I.H – Part 2 is required.

The document “Criteria for Assessment of Participation Conditions” has been laid out in Annex I.H – Part 1 and describes the information to be provided by the Tenderer (including prime contractor, core team and

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<sup>17</sup> 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

subcontractors involved in security-sensitive activities) which will be used to assess the criteria a), b) and c) above.

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

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

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

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

*For the purpose of the present Contract, “security-sensitive activities” are (a) activities requiring access to the Contracting Authority’s premises and/or (b) activities requiring access to internal documents of the Contracting Authority.*

### **7.1.2 Participation conditions for prime contractor, core team members and subcontractors involved in security sensitive activities – Waiver**

In this procurement, the Contracting Authority may decide, upon a motivated and justified request, to waive the condition laid down under points a), b), and c) of paragraph 7.1.1 above with regard to any entity, which applies as a prime contractor, core team member or a non-core team subcontractor involved in security sensitive activities.

- The contracting authority may decide to waive the conditions laid down in points a) and/or b) of paragraph 7.1.1 above, only if no substitutes are readily available in the Member States, the legal entity is established in a country which is a member of the EEA or EFTA and which has concluded an international agreement with the Union under Article 7 of Regulation (EU) 2021/696 and subject to the contractor providing assurances regarding the protection of European Union Classified Information (EUCI) and the integrity, security and resilience of the Programme’s components, their operation and their services, as laid down in Article 24 of Regulation (EU) 2021/696, as confirmed by the Competent authority of the relevant EU Member State or EEA/EFTA state.

By way of derogation from the sub-paragraph above, the contracting authority may waive the conditions under points a) and/or b) of paragraph 7.1.1 above for a legal entity established in a third country which is not a member of the EEA or EFTA, if no substitutes are readily available in countries which are members of the EEA or EFTA, provided that the following conditions are met:

- for specific technologies, goods or services which are needed for the activities and for which no substitutes are readily available in the Member States, EEA and EFTA;

- sufficient measures are implemented to ensure the protection of EUCI under Article 43 of the Space Regulation and the integrity, security and resilience of the Programme’s components, their operation and their services.

The contracting authority may decide, upon a motivated and justified request, to waive the condition laid down in point c) of paragraph 7.1.1 above.

The request for waiver on point c) of paragraph 7.1.1 shall include the assessment from a competent authority of the Member State in which the entity is established guaranteeing that:

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

(i) carry out the procurement; and

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

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

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

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

The waiver under points a) and/or b) of paragraph 7.1.1 will not be automatically granted even if the assurances mentioned are met and the entity provides the assessment of a competent authority as regards its guarantees.

The waiver under point c) of paragraph 7.1.1 will not be automatically granted even if the conditions a), b) and c) above under this paragraph 7.1.2 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

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

1. Identification Form (template available at: [Business partners – legal entities and bank accounts - European Commission](#)),<sup>18</sup> and
2. Extract of the inclusion in a trade or professional register, or certificate, membership of a specific organisation, or equivalent.

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

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<sup>18</sup> Where a Tenderer has already signed another Contract with EUSPA, it may provide instead of the Legal Entity File and its supporting documents a copy of the legal entity file provided on that occasion, unless a change in its legal status occurred in the meantime or the legal entity file/its supporting documents are older than one year.

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

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

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

## 7.2 EU Restrictive Measures

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

The Tenderer shall provide a statement in the Cover Letter of its Tender (on its own behalf and on behalf of its Core-Team members, sub-contractors) guaranteeing that the Tenderer, and its Core Team members, sub-contractors and respective relevant persons<sup>19</sup> are not being a Restricted Person and do not fall under the scope of subject to EU Restrictive Measures in the list published at <https://www.sanctionsmap.eu>. In case of discrepancies between the website and the restrictive measures published in Official Journal of the EU, the latter prevails.

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

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

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

To evidence compliance with the EU Restrictive Measures,

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

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<sup>19</sup> Respective relevant persons are meant the natural or legal persons indicated in section 4 of the Declaration of Honour (Annex I.B).

## 8 Exclusion Criteria

Tenderers must continue to fulfil the Exclusion Criteria throughout the entire duration of this procurement procedure and for the entire duration of the ensuing Framework Contract and specific contracts.

In case of any change in the situations regarding the below-mentioned criteria and requirements, Tenderers / Contractors shall inform the Contracting Authority without delay.

The objective of the exclusion criteria is to assess whether the Tenderer is in any of the exclusion situations listed in Article 138(1) of the Financial Regulation. The Tenderers, group members and subcontractors shall not be in any exclusion situation described in the Declaration of Honour included in Annex I.B, which they shall be able to sign. Tenderers found to be in an exclusion situation will be rejected.

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

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

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

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

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

To evidence compliance with the Exclusion Criteria, all economic operators shall fill-in the dedicated Section in the Declaration of Honour [Annex I.B] and provide the supporting evidence as detailed above.

## **9 Rejection Criteria**

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

In case of any change in the situations regarding the below-mentioned criteria and requirements, Tenderers / Contractors shall inform the Contracting Authority without delay.

The Tenderers, group members and subcontractors shall not be in any ground for rejection described in the Declaration of Honour included in Annex I.B. Tenderers found to be in a rejection situation will be rejected.

## 10 Selection Criteria

Tenderers must continue to fulfil the Selection Criteria throughout the entire duration of this procurement procedure and for the entire duration of the ensuing Framework Contract and specific contracts.

In case of any change in the situations regarding the below-mentioned criteria and requirements, Tenderers / Contractors shall inform the Contracting Authority without delay.

The objective of the selection criteria is to assess whether the Tenderer has the legal, regulatory, economic, financial, technical and professional capacity to perform the Contract. The selection criteria for this call for tenders, the basis for assessment and the evidence required, are specified in the following subsections. Tenders submitted by Tenderers not meeting the selection criteria will be rejected.

In accordance with point 18.6 of Annex I of the FR, the Tenderers may, where appropriate, rely on the capacities of other entities. In such case, the Tenderer must prove that it has at its disposal the resources necessary for the performance of the Contract by producing a commitment by those entities to that effect in the form of a Subcontractor Letter of Intent (template in Annex I.D.1) or a Non-Subcontractor Letter of Intent (template in Annex I.D.2) signed by every member of the Tenderer's Core Team (see Section 4.1 above), confirming their irrevocable undertaking to make such resources available to the Tenderer in case of being awarded the Contract.

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

Tenderers must have the capacity below to perform the tasks.

### 10.1 Legal and Regulatory Capacity

#### 10.1.1 Legal Entity Authorisation Requirement

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

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

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

- Identification Form (template available at: [Business partners – legal entities and bank accounts - European Commission](#)),<sup>20</sup>
- Extract of the inclusion in a trade or professional register, or certificate, membership of a specific organisation, or equivalent and

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<sup>20</sup> Where a Tenderer has already signed another Contract with EUSPA, it may provide instead of the Legal Entity File and its supporting documents a copy of the legal entity file provided on that occasion, unless a change in its legal status occurred in the meantime or the legal entity file/its supporting documents are older than one year.

- Valid authorisation, licence, accreditation, or registration to provide temporary work agency services which are the subject matter of the Contract in the Czech Republic.

## **10.1.2 Management of Conflicting Interest**

### **10.1.2.1 Conflicting Interest of the Contractor**

At the time of submission of the Tender and during the term of the Framework Contract and of the specific contracts, the Tenderer / Contractor and the economic operators participating in this procurement and/or the contract execution, i.e. primes, each group member and any proposed sub-contractor shall not be in any situation that could compromise the independent, impartial and objective performance of the Framework Contract and of the specific contracts. For this purpose, each economic operator participating in this procurement (i.e. the Prime Tenderer / each member of the group / each subcontractor) shall at the time of the Tender:

- i. Either confirm their absence of conflicting interest; or
- ii. Substantiate the potential, perceived or actual conflicting interest, which may negatively affect the performance of the Framework Contract and describe the mitigating measures which remedy such a situation.

For the point (ii) above, each economic operator participating in this procurement (i.e. the Prime Tenderer / each member of the group / each subcontractor) must provide a comprehensive analysis and justification, with at least the following information:

- a) Previous and/or current involvement in activities which may have as a result that impartial and objective performance of the present Contract may be compromised;
- b) Where applicable, respect of rules on conflict of interest regulating the activity of the economic operator, including the professional ethics rules applicable to the economic operator;
- c) Description of specific operational structure and mechanisms for monitoring, preventing and resolving conflicting interests during the execution of the Contract which mitigate or eliminate the potential, perceived or actual professional conflicting interests. Under this requirement, the economic operator shall provide an effective and convincing concept to ensure that the respective entity/-ies, including the individuals belonging to it/them, are in a position to work independently in relation to its/their tasks performed in other projects.

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

### **10.1.2.1 Conflict of Interest of the Interim Workers**

Each interim worker proposed by the Contractor to be assigned to EUSPA under the FWC shall be requested to sign a declaration of confidentiality and absence of conflict of interest that shall be part of the Contractor's offer for the specific contract, as per Annex II.V of the draft FWC.

## 10.2 Economic and Financial Capacity

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

### 10.2.1 Stable Financial Position

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

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

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

**Note:** In case the Tenderer intends to rely on the capacity of other entity or entities (Core Team) for the purpose of fulfilment of the present selection criterion, it shall submit the above-listed evidence (separately) for each member of the Core Team, but the assessment by the Contracting Authority will be conducted cumulatively.

### 10.2.2 Minimum Yearly Turnover

The Tenderer must have a minimum yearly turnover of EUR 350,000.00 in the last three years preceding the year of launch of the present procurement procedure.

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

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

**Note:** In case the Tenderer intends to rely on the capacity of other entity or entities (Core Team) for the purpose of fulfilment of the present selection criterion, it shall submit the above-listed evidence (separately) for each member of the Core Team, but the assessment by the Contracting Authority will be conducted cumulatively.

## 10.3 Technical and Professional Capacity

The Tenderer shall demonstrate the technical and professional capacity required for the performance of the Contract as follows:

### 10.3.1 Relevant Experience

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

More specifically, Tenderers shall have relevant professional experience in the provision of services of the same or similar nature as the ones listed in Section 3.1 (i.e. provision of interim workers for the purposes of carrying out administrative tasks) above during the last five (5) years.

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

A list of contracts (at least 2) performed during the last five (5) years, which correspond to the services required within this call for tenders, as per Section 3.1 of this document, indicating for each contract the: (i) customer, including information of whether public or private entity, (ii) financial volume, (iii) scope, (iv) start- and end-dates (v) number of interim workers deployed (at least 5 taken together for all the contracts).

**IMPORTANT NOTE:** The Tenderer may rely on the capacities of other entities to fulfil the technical and professional selection criteria, regardless of the legal nature of the links which it has with them. The Tenderer must in that case prove to the Agency that it will have at its disposal the resources necessary for performance of the Contract, by producing a Letter of Intent (in the form provided in Annex I.D.1 (for subcontractors) and in Annex I.D.2 (for non-subcontractors)) ensuring that the tasks for which the support will be provided are clearly indicated therein.

## **11 Minimum Requirements**

Tenderers must continue to fulfil the Minimum Requirements throughout the entire duration of this procurement procedure and for the entire duration of the ensuing Framework Contract and specific contracts.

In case of any change in the situations regarding the below-mentioned criteria and requirements, Tenderers / Contractors shall inform the Contracting Authority without delay.

The Tenderer shall demonstrate compliance with Minimum Requirements as follows:

### **11.1 Compliance with environmental, social and labour Laws**

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

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

### **11.2 Minimum quality thresholds**

Minimum quality thresholds (i.e. total minimum score for all the award criteria and individual minimum score for the criteria/sub-criteria), as identified in Section 13.6 below, shall operate as minimum requirements.

### **11.3 Minimum pool of candidates**

Tenderers must provide a minimum of 6 CVs of suitable candidates available to be deployed in EUSPA in the near future (currently expected as of October 2026).

## 12 Award Criteria

The objective of the Award Criteria is to evaluate the Tenders with a view to choosing the most economically advantageous tender.

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

### 12.1 Qualitative Award Criteria

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

Ref #	Description of the Award Criterion	Maximum score	Minimum score
Q1	<p><b>Quality and adequacy of the proposed pool of candidates available for near-term deployment in EUSPA</b></p> <p>This criterion assesses the quality and adequacy of the proposed pool of candidates available for near-term deployment (currently expected as of October 2026) in EUSPA with respect to the requirements for interim workers defined in the section 3.1.</p>	20	10
Q2	<p><b>Quality and adequacy of methodology for search and selection of suitable candidates</b></p> <p>This criterion assesses the quality and adequacy of the tenderer's recruitment process, including the sourcing channels used, screening and pre-selection procedures and tools used for skills matching.</p>	20	10
Q3	<p><b>Quality and adequacy of organisation of work and contract management</b></p> <p>This criterion assesses the adequacy of the tenderer's contract management structure, mechanisms for handling of staffing requests consistently within/ahead the required maximum response times; escalation and quality control measures; systems for monitoring hours worked by the interim workers, reporting and invoicing to EUSPA; procedures for the timely replacement of interim workers in case of unjustified absence, underperformance, or early termination.</p>	30	15
Q4	<p><b>Fair and transparent management of interim workers</b></p> <p>This criterion assesses measures to ensure the fair and transparent management of interim workers, including compliance with applicable labour</p>	20	10

	law and the principle of equal treatment as regards basic salary and employment conditions; means of ensuring that interim workers are kept informed of their rights and obligations; and the availability of a dedicated channel through which interim workers may raise concerns or grievances at any time.		
<b>Q5</b>	<b>Promotion of diversity and inclusion</b> This criterion assesses the measures to promote diversity and inclusion in Tenderer recruitment and selection practices, including gender balance, geographical diversity, and the inclusion of candidates from underrepresented groups. Tenderer specific policies, targets, or tools used to mitigate bias at each stage of the selection process will be assessed.	10	5

**Table 2: List of Qualitative Award Criteria**

## 12.2 Financial Award Criteria

### 12.2.1 General

The tenders will be evaluated with regard to their Financial Proposals, which shall be submitted in the form provided in Annex I.F.1, which shall be duly filled in, stamped, initialled, dated and signed by the Tenderer, without any omission or addition with regard to the original format. Omissions or additions with regard to the original format may lead to rejection from the tender procedure.

In order to allow for a comparison of the offers, the evaluation scenario is based on the net basic salary of the EUSPA staff with the comparable profiles together with the most common entitlements as a pre-determined part of the price of the offer. The tenderers shall bid only on any additional costs (such as all costs and overheads, profit margin, contributions to social security, health insurance etc.) in the form of the relevant factor covering all the costs not covered by the pre-determined part of the price, as described in Art. 1.8.1.3 of the FWC.

Such a factor shall be firm and binding for the Contractor for the duration of the FWC and shall not be subject to change during the duration of the FWC.

### 12.2.2 Calculation of Financial Score of the Tender

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

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

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

**In case only one valid Tender reaches this stage** of the evaluation process (i.e. only one Tender passes in the award stage and/or has scored above the (individual and overall) thresholds for the qualitative award criteria identified in Section 13.6.1 below), congruity and reasonableness of the Total Price will be assessed

considering the quality of the offered services, the characteristics of the relevant market in scope of the present procurement and available benchmarks and shall lead to the attribution of a Financial Evaluation Score, out of 100 points, which is the maximum amount of points which can be scored under the Financial Award Criteria.

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

## 13 Evaluation Method

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

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

It involves the following:

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

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

If the evaluation of one or more elements demonstrates that there are grounds for rejection, the tender will be rejected and will not be subjected to further full evaluation. The unsuccessful tenderers will be informed of the ground for rejection without being given feedback on the non-assessed content of their tenders. Only tenderers for whom the verification of all elements did not reveal grounds for rejection can be awarded the contracts resulting from this call for tenders.

In order to demonstrate compliance with exclusion criteria, non-rejection criteria, selection criteria, access to procurement conditions and minimum requirements, any participating entity (including group members and subcontractors) must sign the Declaration of Honour (DoH) duly completed, dated and signed (Annex I.B).

Please note that any non-compliance reported in the DoH, if confirmed, may lead to rejection from the procurement process. This is without prejudice to the possibility to correct clerical errors or omissions in the submitted DoH.

### 13.1 Access to Procurement

Tenderers will be evaluated against the requirements detailed in **Section 7** above:

Ref #	Access to Procurement Conditions	To be Evidenced by:	Applicable to:
<b>A1</b>	<b>Participation Conditions</b> Entity must meet the conditions as per <b>Section 7.1.</b> above.	As per the provisions in <b>Section 7.1.</b>	All economic operators, as provided in <b>Section 7.1.</b>

Ref #	Access to Procurement Conditions	To be Evidenced by:	Applicable to:
<b>A2</b>	<b>EU Restrictive measures</b> Entity must meet the conditions as per <b>Section 7.2</b> above.	As per the provisions in <b>Section 7.2</b> .	All economic operators, as provided in <b>Section 7.2</b> .

**Table 3: Access to Procurement**

### 13.2 Exclusion Criteria

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

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

**Table 4: Exclusion Criteria**

### 13.3 Rejection Criteria

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

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

**Table 5: Rejection Criteria**

### 13.4 Selection Criteria

Section 10 above, as well as the subsections below specify which selection criteria evidence must be provided with the Tender (see the column “to be evidenced by” in the tables below – for details, refer to Section 10 above). If the Tenderer does not provide valid documentary evidence within the deadlines set by the Contracting Authority, the Contracting Authority reserves the right to reject the Tender. In any event, in case a Tenderer proposed for the award of the Contract fails to comply with the above evidence requirement, its Tender will be rejected, unless there is a ground for a waiver.

### 13.4.1 Legal and Regulatory Capacity

Ref #	Legal and Regulatory Capacity Criteria	To be Evidenced by:	Applicable to:
<b>L1</b>	<b>Legal Entity Authorisation Requirement</b> Compliance with <b>Section 10.1.1</b> above.	As per the provisions in <b>Section 10.1.1</b> above.	All economic operators, as provided in <b>Section 10.1.1</b> above.
<b>L2</b>	<b>Management of conflicting interest</b> Compliance with <b>Section -</b> above	As per the provisions in <b>Section -</b> .	All economic operators, as provided in <b>Section -</b> .

Table 6: List of Legal and Regulatory Capacity Criteria

### 13.4.2 Economic and Financial Capacity

Ref #	Economic and Financial Capacity Criteria	To be Evidenced by:	Applicable to:
<b>F1</b>	The Tenderer must be in a stable financial position and have the economic and financial capacity to perform the Contract.	As per the provisions in <b>Section 10.2.1</b> .	The Tenderer, including its Core Team (cumulatively) in accordance with <b>Section 4.1</b> .
<b>F2</b>	The Tenderer must have a minimum yearly turnover of EUR 350,000.00 in the last three years preceding the year of launch of the present procurement procedure.	As per the provisions in <b>Section 10.2.2</b> .	The Tenderer, including its Core Team (cumulatively) in accordance with <b>Section 4.1</b> .

Table 7: List of Economic and Financial Capacity Criteria

### 13.4.3 Technical and Professional Capacity

Ref #	Technical and Professional Capacity Criteria	To be Evidenced by:	Applicable to:
<b>T1</b>	<b>Relevant experience</b> Experience of Tenderer in performing recent and comparable services.	As per the provisions in <b>Section 10.3.1</b> .	The Tenderer, including its Core Team (cumulatively) in accordance with <b>Section 4.1</b> .

Table 8: List of Technical and Professional Capacity Criteria

### 13.5 Minimum Requirements

Ref #	Minimum requirements	To be evidenced by:	Applicable to:
<b>M1</b>	Compliance with applicable environmental, social and labour law obligations established by European Union law, national legislation, collective agreements or the applicable international social and environmental conventions listed in Directive 2014/24/EU.	As per the provisions in <b>Section 11.1</b> .	All economic operators, as provided in <b>Section 11.1</b> .
<b>M2</b>	Minimum quality thresholds (i.e. total minimum score for all the award criteria and individual minimum score for the criteria/sub-criteria), as identified in Section 13.6 below, shall operate as minimum requirements.	As per the provisions in <b>Section 11.2</b> .	The Tenderer, including its Core Team (cumulatively) in accordance with <b>Section 4.1</b> .
<b>M3</b>	Minimum pool of candidates	As per the provisions in <b>Section 11.3</b>	The Tenderer, including its Core Team (cumulatively) in accordance with <b>Section 4.1</b> .

**Table 9: List of Minimum Requirements**

### 13.6 Award Stage

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

#### 13.6.1 Qualitative Award Criteria

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

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

The evaluation of the technical quality will be based on the ability of the Tenderer to perform the Framework Contract, as described in these Tender Specifications and their annexes. To this end, the information in the technical proposal must be consistent with these Tender Specifications and their annexes. The technical proposal shall contain all necessary information to allow evaluation of the tender according to the qualitative award criteria specified in this document, including in particular the evidence indicated for each criterion.

The qualitative award criteria will be scored out of one hundred (100) points. Tenders scoring **less than 50 (fifty)** (of a maximum of 100) against the qualitative award criteria or **less than the minimum score indicated for any of the criteria** will be rejected without evaluation of the financial offer.

### **13.6.2 Calculation of Final Score and Ranking of Tenders**

The Contract will be awarded to the Tenderers having demonstrated compliance with the exclusion criteria, non-rejection criteria, selection criteria, access to procurement conditions and minimum requirements and offering the best value for money, i.e. the highest score in the final evaluation.

The final score of each tender is established by weighting technical quality against price on a **60/40** basis and will be calculated using the following formula:

<b>SCORE FOR TENDER= 60% of Qualitative Evaluation score + 40% of Financial Evaluation score</b>
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A ranking list of all Tenderers will be established based on the “score for tender” formula above. The Contract will be awarded to the Tenderers which will be ranked the highest (the best price-quality ratio).

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

## **14 Award of the Contract and standstill period**

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

The Contracting Authority shall not sign the Contract with the successful Tenderers until a standstill period of 10 (ten) calendar days have elapsed, running from the day after the simultaneous dispatch of the notifications to successful and unsuccessful Tenderers by electronic means.

## **15 Conditions of Submission of Tenders**

### **15.1 Participant Register**

Any economic operator willing to submit a tender for this procurement procedure must be registered in the [Participant Register](#) - an online register of organisations and natural persons participating in European Commission's calls for tenders or proposals (participants).

Upon registering, each participant obtains a Participant Identification Code (PIC, 9-digit number) which acts as its unique identifier in the Participant Register. A participant needs to register only once – the information provided can be further updated or re-used by the participant in other European Commission's calls for tenders or calls for proposals.

Participants are required to provide information about the SME status of the participant in the Participant Register by filling in the SME Declaration section in the Participant Register. The section becomes available only when updating/modifying the details of the registered organisation.

At any moment during the procurement procedure, the Research Executive Agency Validation Services (hereafter the EU Validation Services) may contact the participant and ask for supporting documents on legal existence and status and financial capacity. The requests will be made through the register's messaging system to the e-mail address of the participant's contact person indicated in the register. It is the responsibility of the participant to provide a valid e-mail address and to check it regularly. The documents that may be requested by the EU Validation Services are listed in the [EU Grants and Tenders Rules on Legal Entity Validation, LEAR appointment and Financial Capacity assessment](#).

Please note that a request for supporting documents by the EU Validation Services in no way implies that the tenderer has been successful.

### **15.2 Disclaimers**

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

### **15.3 Variants**

Variants are not permitted under this procurement procedure.

### **15.4 Preparation costs of Tenders**

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

### **15.5 Presentation of the Tender**

#### **15.5.1 Language**

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

### **15.6 Content of the Tender to be Submitted**

The Tender must be:

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

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

**Note:** The time for completion of the procurement evaluation and award of the Contract is of essence. The bidders are requested to read carefully the requirements, specified in the Tender Specifications for each exclusion and selection criterion and for the evidences, requested to demonstrate a compliance to them.<sup>21</sup>

Should the Tenderer omit to submit or submits evidence that is not compliant<sup>22</sup> or is unclear, **the Contracting Authority may restrict the number of the requests for clarifications or not search for clarifications as per Art. 154 FR, if the clarification process may lead to a delay in the tender evaluation completion.**

### 15.6.1 Administrative File (ENVELOPE I)

Each Tender shall include an administrative file, containing:

Ref. #	ENVELOPE 1 – ADMINISTRATIVE DOCUMENTS
1)	<p>A <b>cover letter</b>, dated and signed by duly authorised representative of the Tenderer, including:</p> <ul style="list-style-type: none"> <li>• A declaration of full acceptance of the terms and conditions of this Invitation to Tender;</li> <li>• A section presenting the industrial organisation of the Tenderer, describing the Tenderer and listing all the legal entities involved, specifying each entity's role and qualifications. For each entity, it shall be clearly identified (i) whether it is essential in order for the Tenderer to be in a position to meet the selection criteria (i.e. whether it belongs to the “Core-Team”)(ii) whether it will be involved in security sensitive activities (including a due justification / explanation).</li> <li>• In case of groups, the competition law compliance assessment made under Section 4.4 above;</li> <li>• A statement in line with the requirement under Section 7.2 above (<b>EU Restrictive Measures</b>).</li> <li>• All the Information required pursuant to Section 9 above (<b>Rejection Criteria</b>).</li> <li>• A statement pertaining to the <b>Conflicting Interest of the Contractor</b> including all the details, as applicable, as required under Section 10.1.2.1 above, i.e. for each economic operator (i.e. the Prime Tenderer / each member of the group / each subcontractor).</li> <li>• A list of all the documentation included/enclosed in the Tender.</li> </ul>
2)	A duly signed and dated <b>statement of authorisation/Power of Attorney</b> containing the name

<sup>21</sup> If during the tender preparation bidders need clarification on the requirements or requested evidences, they may refer to the opportunity to obtain such via the Q/A process – see section 15.10 below.

<sup>22</sup> E.g. Issued by other than the specified authority / not signed/ outdated / signed by non-authorized person / signed by person for whom authorisation is not demonstrated / discrepant with other documents in the tender, etc.

Ref. #	ENVELOPE 1 – ADMINISTRATIVE DOCUMENTS
	and position of the <b>representative/signatory</b> and <b>official documentary evidence</b> on the person's legal authority to validly sign the Tender and the Contract on behalf of the organisation, should it be awarded it.
3)	In case of groups, a duly signed and dated statement/declaration by each of the group members specifying the company or person heading the project and authorised to submit a tender on behalf of the group, sign and manage the Contracts, using the template in <b>Annex I.C</b> .
4)	The duly filled-in and signed <b>Identification Sheet of the Tenderer</b> using the template in <b>Annex I.A. (one per Tenderer</b> including all the legal entities involved in the group and sub-contractors and containing, where appropriate, as many Sections as legal entities involved).
5)	For the proposed subcontractors, or other entities on whose capacity the Tenderer intends to rely, duly filled in, signed and dated <b>Sub-contractor Letter of Intent</b> using the template in <b>Annex I.D.1</b> (for subcontractors) and/or <b>Non-Subcontractor Letter of Intent</b> using the template in <b>Annex I.D.2</b> (for other entities), to be submitted for each subcontractor/entity individually).
<b>Access to Procurement</b>	
6)	The duly filled-in <b>Declaration of Ownership and Control</b> , using the template in <b>Annex I.H – Part 2</b> , including all necessary documents required in Annex I.H for the assessment of the compliance with the Participation Condition (see Section 7 above). To be submitted separately by each entity to which the Participation Conditions apply pursuant to Section 5 and Section 7 above.]
<b>Exclusion / non -rejection Criteria</b>	
7)	The duly filled in, signed and dated <b>Declaration(s) of Honour (including supporting evidence)</b> relating to <b>exclusion criteria, grounds for rejection and selection criteria</b> using the template in <b>Annex I.B - one per economic operator</b> (i.e. Tenderer, all group members, all sub-contractor(s), if any).
<b>Selection Criteria – General</b>	
8)	The duly filled in, signed and dated <b>Identification Form (one per economic operator involved</b> (tender, group member, or sub-contractor) using the template available at: <a href="#">Business partners – legal entities and bank accounts - European Commission</a> .  <b>Note: Only the Prime Tenderer or Group Leader are required to fill-in the “Banking Details” section of the Identification Form and provide the related bank signature &amp; stamp / or bank statement.</b>
9)	Extract of the inclusion in a <b>trade or professional register</b> , or certificate, membership of a specific organisation, or equivalent ( <b>one per economic operator involved</b> (tender, group

Ref. #	ENVELOPE 1 – ADMINISTRATIVE DOCUMENTS
	member, or sub-contractor).  <b>Note: If the VAT number does not appear on such document, provide a proof of the VAT number in addition to the above.</b>
10)	Copy of an authorisation, licence, accreditation, or registration to provide temporary work agency services which are the subject matter of the contract.
<b>Selection Criteria – Economic and Financial Capacity</b>	
11)	The duly filled in, signed and dated <b>Financial Statements relating to the selection stage</b> using the template in <b>Annex I.E</b> , complemented by the <b>full financial statements</b> for the last three financial years and a <b>statement of turnover</b> relating to the relevant services for this tender for the last three financial years as requested in Table 7 of these Tender Specifications. <b>To be submitted separately by each entity on whose capacity the Tenderer intends to rely for the fulfilment of the Economic and Financial Capacity Criteria.</b>
<b>Selection Criteria – Technical and Professional Capacity</b>	
12)	A declaration describing (and tracing to the evidence provided) the Tenderer’s experience in performing recent and comparable services, as required to fulfil criteria in <b>section 13.4.3 (T1)</b> .

### 15.6.2 Technical File (ENVELOPE II)

Each Tender shall include a technical file, containing:

Ref. #	ENVELOPE 2 – TECHNICAL OFFER
(1)	<u>An Executive Summary</u> (maximum 15 pages) providing a high level view of the Tenderer’s proposed organisation for the performance of the activities within the Tender and, if awarded, within the Contract;
(2)	<u>A Technical Proposal for the award of the FWC</u> , including at least the following: <ul style="list-style-type: none"> <li>• One section per each award criterion. Each of these sections shall include the complete approach related to the respective award criteria. EUSPA reserves the right to evaluate the award criteria only in respect of information provided in such sections and not to take into account information provided in other parts of the tender, unless clear references are made to them.</li> <li>• CVs of the available candidates for evaluation of the award criterion Q1 and the compliance with the minimum requirement M3.</li> <li>• If applicable, all the elements related to the use of Artificial Intelligence as provided in Section 6.1 above.</li> </ul>

### 15.6.3 Financial File (ENVELOPE III)

Each Tender shall include a financial file, containing:

Ref. #	ENVELOPE 3 – FINANCIAL OFFER
(1)	Duly signed and dated Financial Proposal for the award of the FWC using the template in Annex I.F.1

The financial offer must respect the following conditions:

### 15.6.3.1 Prices

Please refer to Art. I.8 of the Draft Contract.

Please refer to Annex I.F.2 for a template for calculating the price according to the rules of Art. I.8 of the Draft Contract. Should the basic salary or entitlements change as described above, the template will be updated by the Contracting Authority.

### 15.6.3.2 VAT exemption

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

### 15.6.3.3 Currency and exchange rates

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

## 15.7 Submission

Tenders shall be submitted only via the eSubmission application according to the instructions laid down in the Invitation to Tender and the eSubmission Quick Guide available at the following link: [https://ec.europa.eu/info/funding-tenders/opportunities/docs/esubmission/quickguidepp\\_en.pdf](https://ec.europa.eu/info/funding-tenders/opportunities/docs/esubmission/quickguidepp_en.pdf).

**NOTA BENE:** Tenderers are invited to make sure they prepare and submit the Tender in eSubmission early enough to ensure it is received within the deadline indicated in Section 2.1 of these Tender Specifications.

**The Declaration of Honour must be signed either electronically with a qualified electronic signature (QES) or signed with blue ink, with the original provided to EUSPA by post mail, express mail, commercial courier or hand-delivery. All other documents which are to be signed according to the Tender Specifications as well as all supporting documents may be provided as scans of the originals. Upon request, the tenderer may be required to provide such originals to EUSPA.**

Please note that only QES within the meaning of Regulation (EU) No 910/2014 (eIDAS Regulation) will be accepted. This electronic signature must be provided by a provider which has a qualified status granted by a national competent authority of an EU Member State and which is listed in the national eIDAS Trusted Lists and the EU List of eIDAS Trusted Lists (LOTL) (available at <https://webgate.ec.europa.eu/tl-browser/#/>).

Therefore, before sending to EUSPA your electronically signed document(s), we recommend you to check the signature and validity of the certificate with one of the following tools:

- DSS Demonstration validation tool available at <https://ec.europa.eu/cefdigital/DSS/webappdemo/validation> can help you check the validity of a certificate by indicating the number and type of valid signatures in a document.
- EU Trusted List Browser can be consulted in order to check whether the electronic signature provider and the trust service it provides are part of European Union Trusted List: <https://webgate.ec.europa.eu/tl-browser/#>

To make sure you use a QES compliant to eIDAS Regulation, you need to check that both the service provider and the qualified certificate generation service used are included in the EU Trusted List Browser.

### **15.8 Public opening of the Tenders**

The Tenders will be opened on the date and time specified in Section 2.1 above via a videoconference.

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

Tenderers who wish to attend are invited to send a request 3 (three hours) before the date and time of the opening to the following e-mail address: [tenders@euspa.europa.eu](mailto:tenders@euspa.europa.eu), specifying the name of the attending person and the Tenderer (s)he represents. The subject of the email shall be: EUSPA/OP/18/26: request from [*insert name of legal entity / group*] to participate to the opening session“.

The opening session will be organised via videoconference. Tenderers who expressed interest in participating in the opening session will receive contact details for participation in the videoconference.

The opening session may be recorded. In such a case the participants will be informed about the recording at the beginning of the session.

Maximum one representative of each Tenderer may attend the videoconference. At the beginning of the session, the representatives of the Tenderers will be asked to point the camera at their ID card or passport and expressly declare their identity.

### **15.9 Period of Validity of the Tenders**

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

### **15.10 Contacts with the Tenderers**

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

Before the final date for submission of Tenders:

- At the request of the Tenderer, the Contracting Authority may provide additional information solely for the purpose of clarifying the nature of the Contract.
- Any requests for additional information by the Tenderers must be made in writing only through the above-mentioned F&T Portal link (see Section 2.1) according to the instructions laid down in the Invitation to Tender.
- Requests for additional information received after the deadline specified in Section 2.1 above cannot be processed.

- Any additional information will be published through the above-mentioned F&T Portal link (see Section 2.1). It is the economic operator's responsibility to check for updates and modifications during the submission period.

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

After the opening of Tenders:

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

### **15.11 Information for Tenderers**

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

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

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

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

### **15.12 Data Protection**

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

This data will be processed by EUSPA as indicated in the privacy statement published on the Agency's website ([https://www.euspa.europa.eu/sites/default/files/documents/privacy\\_statement\\_relating\\_to\\_euspa\\_procurement\\_procedures\\_grants\\_prizes\\_and\\_selection\\_of\\_experts.pdf](https://www.euspa.europa.eu/sites/default/files/documents/privacy_statement_relating_to_euspa_procurement_procedures_grants_prizes_and_selection_of_experts.pdf)). Any request regarding your personal data should be addressed to the data controller responsible for the call for tenders ([*Head of Human Resources: HR-Info@euspa.europa.eu*]). You may also contact the Agency's Data Protection officer (DPO) at [DPO@euspa.europa.eu](mailto: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](mailto:edps@edps.europa.eu).

## 16 Abbreviations and Definitions

Abbreviation	Definition
<b>COTS</b>	Commercial-Off-The-Shelf
<b>DPO</b>	Data Protection Officer
<b>EC</b>	European Commission
<b>EGNOS</b>	European Geostationary Navigation Overlay Service
<b>EU</b>	European Union
<b>EUCI</b>	EU classified information
<b>EUSPA</b>	European Union Agency for the Space Programme
<b>FR</b>	Financial Regulation
<b>GAL</b>	Galileo
<b>GNSS</b>	Global Navigation Satellite System
<b>IPR</b>	Intellectual Property Right
<b>ITT</b>	Invitation To Tender
<b>KO</b>	Kick Off
<b>IF</b>	Identification Form
<b>OJ</b>	Official Journal
<b>PRS</b>	Public Regulated Service
<b>PSC</b>	Personal Security Clearance
<b>RCO</b>	Registry Control Officer
<b>REQ</b>	Requirement
<b>RUE</b>	RESTREINT UE/EU RESTRICTED
<b>SC</b>	Specific Contract
<b>SME</b>	Small and Medium Enterprise
<b>TS</b>	Tender Specifications
<b>VAT</b>	Value Added Tax

**Table 10: Abbreviations**

Term	Definition
Core Team members	(a) Prime Contractors, (b) any possible economic operator submitting the tender jointly with the prime tenderer (e.g., group members) and (c) any entity(ies)/subcontractors whose capacity is used by the tenderer to comply with selection criteria as per Section 10.
Undertaking	The term “Undertaking” encompasses all entities belonging to the same “single economic unit”, i.e. directly or indirectly controlling, controlled by or under common control of the tenderer or any of the members of the group acting as tenderer, provided that (i) an entity shall be considered part of the Undertaking only for the time during which such

Term	Definition
	control exists, and (ii) for the purpose of this definition, “control” shall be constituted in case any of the following applies to either the legal entity on one side or the tenderer or any of the members of the group acting as tenderer on the other side in relation to each other: (a) holding, whether directly or indirectly, a majority of the voting rights, (b) holding, whether directly or indirectly, more than 50% (fifty per cent) of the share capital, (c) having the right to appoint or remove a majority of the members of the board of directors or other management body, (d) having, by agreement, the right to exercise a majority of the voting rights. Entities which are directly or indirectly controlled by the same entity (as described in points (a), (b), (c) and (d) above are also considered being part of the same Undertaking.
Prime Tenderer / Contractor	The Tenderer / Contractor assuming the responsibility for managing the procurement process and the resulting Contract. Prime Tenderer / Contractor may rely on subcontractors, but only the former remains responsible of the execution of the Contract vis-à-vis the Agency and its sole point of contact.
Subcontractor or sub-contractor	An economic operator that is proposed by a tenderer or contractor to perform part of a contract.

**Table 11: Definitions**

## 17 List of Annexes

Annex	Title
Annex I.A	Administrative Annexes: Template Identification Sheet of the Tenderer
Annex I.B	Template Declaration of Honour
Annex I.C	Template Joint Bidding Power of Attorney
Annex I.D.1	Template Subcontractor Letter of Intent
Annex I.D.2	Template Non-Subcontractor Letter of Intent
Annex I.E	Template Financial Statements relating to the Selection Stage
Annex I.F.1	Template Financial Table of Answers
Annex I.F.2	Template to establish individual rate for interim worker
Annex I.G.1	n/a
Annex I.G.2	n/a
Annex I.H	Criteria for assessment of Participating Conditions, includes three parts: Part I – Criteria for Assessment of Participation Conditions Part II – Excel Spreadsheet – Declaration of Ownership and Control (Template) Part III – Additional Information Regarding the Assessment of Participating Conditions]
Annex I.J	n/a
Annex I.K	n/a
Annex I.L	n/a
Annex I.M	n/a
Annex I.N	n/a
Annex I.O	n/a
Annex I.P	n/a
Annex I.Q	n/a
Annex I.R	AI System Risk Classification Form
Annex I.S	Relevant EUSPA internal rules/policies applicable

**Table 12: List of Annexes**

**End of Document**