

EUSPA/OP/19/26

“Administrative support services to EUSPA”

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

after Corrigendum 2

Ref.: EUSPA/OP/19/26 Annex I – Tender Specifications

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1 Overview

The present Tender Specifications (TS), attached to the Invitation to Tender (ITT), complement the information contained in the Contract Notice 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')¹ is a European Union agency established by REGULATION (EU) No 2021/696 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 28 April 2021 establishing the Union Space Programme and the European Union Agency for the Space Programme and repealing Regulations (EU) No 912/2010, (EU) No 1285/2013 and (EU) No 377/2014 and Decision No 541/2014/EU (hereinafter the "Space Regulation") to accomplish specific tasks related to the European GNSS components (Galileo and EGNOS), Copernicus, GOVSATCOM, and Space Situational Awareness as set out in such Regulation.

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

In delivering of its core and delegated tasks related to EU Space Programme the Agency uses administrative support services, which allow it to conduct its activities smoothly and on time.

Currently, the provision of the administrative support services to EUSPA is covered under the following contracts:

Unclassified administrative support - EUSPA/OP/19/21/LOT1 – multisupplier framework contract for services in cascade, signed on 19/07/2022 and 20/07/2022 with ALPHA Consultants s.r.l. (1st contractor in cascade, CAN 2022/s 156-446472) and Everesta s.r.o. (2nd contractor in cascade, CAN 2022/S 159-451643) respectively;

EUSPA/OP/19/21/LOT2 – multisupplier framework contract for services in cascade, signed on 04/08/2022 with Vector Synergy s.o.o. (CAN 2022/S 156-451643)

Classified administrative support - EUSPA/OP/08/22/LOT 2 – multisupplier framework contract for services in cascade, signed on 19/10/2023 and 13/10/2023 with COTECO INFROMATICA INTERNACIONAL LTD (1st contractor in cascade) and Vector Synergy s.o.o. (2nd contractor in cascade) respectively (CAN 2023/S 212-668719).

Information of the specific contracts issued is available in the annual list of contractors (see the bottom of the page): [Procurement | EU Agency for the Space Programme](#)

In January 2026 the Agency launched the open procurement procedure EUSPA/OP/16/25 - "Administrative support services to EUSPA" for the conclusion of follow-up framework contracts intended to ensure continuity in the provision of administrative support services. Following the publication of the Contract Notice in the

¹ REGULATION (EU) No 2021/696 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 28 April 2021 establishing the Union Space Programme and the European Union Agency for the Space Programme and repealing Regulations (EU) No 912/2010, (EU) No 1285/2013 and (EU) No 377/2014 and Decision No 541/2014/EU.

Official Journal of the European Union on 27/01/2026 (references No 58671-2026, OJ S 18/2016) EUSPA published a number of corrigenda reflecting changes in the Agency's needs. EUSPA has received numerous requests for clarification after the publication of the corrigenda. In order to address the matters raised by the market in compliance with principles of equal treatment and transparency, and to further assess the most appropriate means of implementing the modified Agency needs, EUSPA decided to cancel procedure EUSPA/OP/16/25 pursuant to Article 174 of Regulation (EU, Euratom) 2024/2509.

The present procurement procedure constitutes a new procurement initiative launched by EUSPA, with a view to ensuring the continued provision of administrative support services in accordance with the Agency's modified needs and requirements.

1.2 Purpose

The objective of this procurement procedure is to conclude a Framework Contract in cascade (hereinafter referred to as "the Contract", "Framework Contract", or "FWC") for the provision of:

- unclassified administrative support services from contractor's premises (Lot 1), and
- classified (entailing management of EU classified Information (EUCI)) administrative support services at EUSPA's HQ and other offices (Lot 2).

Administrative support is sought to aid EUSPA to fulfil its mandate. A detailed description of the technical specifications is provided in Section 3 below.

Where reference is made to the FWC 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

Name: EUSPA/OP/19/26 – Administrative support services to EUSPA (Admin Support).

Procedure: Open procedure in accordance with Article 167(1)(a) of the Regulation 2024/2509 (hereinafter "Financial Regulation" or "FR")².

Lots: (2) lots

Lot 1: "Administrative support services (unclassified)"

Lot 2: "Security-related administrative support services to all EUSPA sites"

Tenderers may tender for one or both Lots but must make a separate tender for each lot, as Lots will be evaluated separately.

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

1.4 General Conditions

- Tenderers are required to accept all the terms and conditions set out in the ITT and the Tender Specifications. However, this is without prejudice to the possibility of declaring (duly justified) partial- or non- compliances to the contractual baseline. In this regard, the level of stated compliance and justified partial or non-compliance will be assessed by virtue of the qualitative criterion Q4 as described in section 13.6.1 below. The Tenders will have to fulfil the conditions of submission set out in Section 15.715.7.3 below.
- Any attempt by a Tenderer to obtain confidential information, enter into unlawful agreements with competitors, or influence the evaluation committee or the Contracting Authority during the process of examining, clarifying and evaluating Tenders will lead to rejection of its Tender and may result in administrative penalties.
- The ITT and its annexes and any subsequent document for this activity to be issued by the Contracting Authority in the course of this procurement procedure are in no way binding on the Contracting Authority. The contractual relationship with the Contracting Authority commences only upon signature of the Contract with the successful Tenderer.
- Until the signature of the Contract, the Contracting Authority may decide to abandon the procurement or cancel the award procedure including only with regard to a specific lot. Such actions shall not entitle the Tenderers to claim any compensation.
- By submitting a Tender, the Tenderer provides its unconditional and irrevocable consent to the Contracting Authority:
 - To use any information contained in the Tender in legal proceedings related to the procurement regardless of the parties involved to the extent necessary or appropriate for due protection of the Contracting Authority's rights. Should the Contracting Authority use the content of the Tender for this purpose, the Tenderer waives any claim for any compensation of any kind whatsoever or any claim related to confidentiality and/or data protection.
 - To make available (any part of) the Tender to its staff and the staff of other Union institutions, bodies and agencies, as well to other persons and entities working for the Contracting Authority or cooperating with it, including Contractors or subcontractors and their staff, provided that they are bound by non-disclosure obligation and for the purpose of evaluating the Tender and, if applicable, implementing the Contract, performing audits, benchmarking, etc.
- The Contracting Authority reserves the right to supplement, vary, terminate or otherwise amend the tendering process, to the extent allowed under applicable procurement rules and without any liability for financial compensation to the Tenderers.

1.5 Establishment of fair competition conditions

In order to ensure fair competition conditions within this procurement, the following measures are being put in place:

- i. A comprehensive description of the activities to be undertaken has been provided in Section 0 of these Tender Specifications.

- ii. Indication of volume of the assigned service in the previous contract during the previous 12 months is provided below

	Location	Average number of Person Hours for 12 months of the FWC implementation
FWC EUSPA/OP/19/21/Lot1	EUSPA HQ, Czech Republic	48.700
FWC EUSPA/OP/18/22/Lot2	EUSPA site France and Czech Republic	5.850

1.6 Applicable Rules

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

- Regulation (EU) No 2021/696 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 28 April 2021 establishing the Union Space Programme and the European Union Agency for the Space Programme and repealing Regulations (EU) No 912/2010, (EU) No 1285/2013 and (EU) No 377/2014 and Decision No 541/2014/EU (hereinafter “the Space Regulation”);
- Commission Decision (EU, Euratom) 2015/443 of 13 March 2015 on Security in the Commission and its Implementing Rules such as COMMISSION DECISION (EU, Euratom) 2019/1961 of 17 October 2019 on implementing rules for handling CONFIDENTIEL UE/EU CONFIDENTIAL and SECRET UE/EU SECRET information, COMMISSION DECISION (EU, Euratom) 2019/1962 of 17 October 2019 on implementing rules for handling RESTREINT UE/EU RESTRICTED information, COMMISSION DECISION (EU, Euratom) 2019/1962 of 17 October 2019 on implementing rules for handling RESTREINT UE/EU RESTRICTED information, made applicable through the Security Aspects Letter (SAL);
- Commission Decision (EU, Euratom) 2015/444 of 13 March 2015 on the security rules for protecting EU classified information and its Implementing Rules such as COMMISSION DECISION (EU, Euratom) 2019/1961 of 17 October 2019 on implementing rules for handling CONFIDENTIEL UE/EU CONFIDENTIAL and SECRET UE/EU SECRET information, COMMISSION DECISION (EU, Euratom) 2019/1962 of 17 October 2019 on implementing rules for handling RESTREINT UE/EU RESTRICTED information, made applicable through the Security Aspects Letter (SAL);
- EUSPA Financial Regulation: European GNSS Agency Financial Regulation 2019 adopted by its Administrative Board on 16 August 2019 (Ref.: GSA-EDA-AB-DEC-252663, version 1.0)³;
- Decision of EUSPA Administrative Board on the Security Rules for protecting EU Classified Information (Ref; EUSPA-SEC-AB-DEC-A22114, version 1.0)⁴ , made applicable through the Security Aspects Letter (SAL);

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

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

- Commission Decision (EU, Euratom) 2019/1963 of 17 October 2019 laying down implementing rules on industrial security with regard to classified procurement contracts, made applicable through the Security Aspects Letter (SAL);
- Regulation (EU) 2024/1689 of the European Parliament and of the Council of 13 June 2024 laying down harmonised rules on artificial intelligence and **amending Regulations (EC) No 300/2008, (EU) No 167/2013, (EU) No 168/2013, (EU) 2018/858, (EU) 2018/1139 and (EU) 2019/2144 and Directives 2014/90/EU, (EU) 2016/797 and (EU) 2020/1828** (“Artificial Intelligence Act”).

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

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

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

- Regulation (EU) No 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC;
- ITT Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);
- Regulation (EC) No 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents.

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	Corrigendum 2	Comments
Launch of the procurement process – submission for publication of Contract Notice to the Supplement to the Official Journal of the EU	24/06/2026		All documents of the Invitation to Tender available at: Funding & Tenders Portal and EUSPA website https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/opportunities/tender-details/9ab95e2d-6063-445b-95e4-af744e455bdf-CN#anchorDocuments and EUSPA website http://www.EUSPA.europa.eu/EUSPA/procurement
Deadline for requests for clarifications	24/08/2026	07/09/2026	Clarification requests to be submitted only via the Funding & Tenders Portal (see above) and in accordance with the timing indicated in section 5.1.11 of the Contract Notice.
Last date on which clarifications may be issued by EUSPA	26/08/2026	09/09/2026	All clarifications will be published at the Funding & Tenders Portal (see above) All clarifications will be published at the EUSPA's procurement website: http://www.EUSPA.europa.eu/EUSPA/procurement . Tenderers are encouraged to check the EUSPA's procurement website on a regular basis.
Deadline for submission of tenders	01/09/2026	15/09/2026	According to conditions of submissions set out in section 15.8 of these Tender Specifications and the timing indicated in section 5.1.12 of the Contract Notice.
Opening session and start of evaluation process	02/09/2026	16/09/2026	As per section 15.9 of the present document and the timing indicated in section 5.1.12 of the Contract Notice.
Completion of evaluation	Oct 2026 (estimated)	Oct- Nov 2026 (estimated)	The estimated date is only indicative, it may be changed and it is not binding on the Contracting Authority.
Award	Nov 2026 (estimated)	Oct – Nov 2026	The estimated date is only indicative, it may be changed and it is not binding on the Contracting Authority.

		(estimated)	
Estimated start of implementation of the Contract	Nov 2026 (estimated)	Nov 2026 (estimated)	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 a Multiple Framework Contracts in cascade, which are separate but identical contracts signed with maximum two contractors (“FWC”) with a maximum duration of 48 *months*, as described in Section 3.3.3.

The procedure encompasses 2 lots:

Lot	Contract type
Lot 1	Administrative support services (unclassified) Multiple framework contract in cascade with maximum 2 (two) contractors
Lot 2	Security-related administrative support services to all EUSPA sites Multiple framework contract in cascade with maximum 2 (two) contractors

The scope and the applicable requirements for the service, subject matter of the Framework Contracts are specified in section 3.1.

3.1 Scope and applicable requirements

3.1.1 Services description and requirements

Administrative support, either of unclassified (Lot 1) or of classified (Lot 2) nature, a priori encompasses the following activities:

Tasks	Description of requested activities (Indicative list)	Lot1	Lot 2
Task #1 Administrative and operational support	Entering data into EUSPA ICT systems, simple purchase orders processing (such as catering), initiation of workflows for administrative matters, support to invoice management, monitoring functional mailboxes, handling administrative support ad hoc requests, document management and record keeping, maintenance of databases, repositories and reporting files; support in communication with internal and external stakeholders, alerting relevant stakeholders where action is required.	☒	☒

Tasks	Description of requested activities (Indicative list)	Lot1	Lot 2
Task #2 Meeting, calendar and co-ordination support	Organization of internal and external meetings and events; preparation of minutes of meetings; coordination of agendas and calendars; collection and harmonization of inputs for reports and presentations; update of presentations and documentation based on provided inputs.	☒	☒
Task #3 Welcome office and staff relocation support	Support in - VAT requests and VAT claims management; - ID registration/deregistration processes; vehicle registration/deregistration processes; - driving license renewals; - organisation of induction trainings; - welcome office mailbox and document management.	☒	☒
Task #4 Mission support services	Mission helpdesk; travel and accommodation booking, processing reimbursement claims in accordance with applicable rules; contacting the agreed provider and research for an optimal travel agenda, booking the flights and accommodation, launching and processing of the related workflows, collecting supporting documents for claims reimbursement, managing the reimbursement processes, ensure the related reporting, handling other administrative support ad hoc requests related to mission organisation.	☒	
Task #5 HR Administration and staff lifecycle support	Support in - HR administrative activities delivery; - internal HR processes management; - employment contract management; - HR compliance documentation maintenance; - HR documentation, records and archive management; - onboarding support of newcomers; - traineeship programme management; - certificates management;	☒	

Tasks	Description of requested activities (Indicative list)	Lot1	Lot 2
	- update of online HR systems and tools administration.		
Task #6 Recruitment, training and learning support	Support in - maintenance of selection procedures documentation; - dissemination of vacancy notices; - employer branding project and career fair activities; - electronic HR platforms maintenance; - processing of individual training applications; - training activities.	☒	
Task #7 Compliance support	Support in - publication of tenders, contracts and contracts modification in OJ and on EUSPA website; - management and filing of procurement and contracts documentation, preparing extract samples for audit and other needs; - administrative documentation checks and reporting on the outcomes, launch of the related workflows; - maintenance and update of relevant lists and databases.	☒	
Task #8 UNCLA CADM support	Support for to the Unclassified Configuration and Documentation Management function. This tasks relies on the following pillars: - Configuration & Document Management: Implementing and maintaining processes for managing documentation, utilizing tools like DMS, and ensuring compliance with CADM requirements. - Coordination & Communication: Coordinating tasks between teams, managing meetings, and ensuring information	☒	

Tasks	Description of requested activities (Indicative list)	Lot1	Lot 2
	is shared effectively. Providing training on the tools. - Process & Workflow Management: Defining and maintaining core processes, monitoring workflows, and managing change. - Monitoring & Reporting: Tracking progress and records through updates of tracking sheets, databases and registries, managing reviews, and creating regular status reports		
Task #4 Access control support	Support in - monitoring the Staff Movement database and reporting of the relevant changes, triggering actions; - printing access badges and assigning access rights under the supervision of the LSO; disabling access badges for outboarded personnel; - preparing ad-hoc documentation in support of physical security activities (reports, memos, SecOPs); - the management of the lifecycle of the tickets in the dedicated ticketing system (creation, assignment, filing, archiving).		☒
Task #5 Processing of classified datapacks	Processing of classified datapacks and verifying them against minimum security criteria; reporting via updating the ticket status in the internal ticketing tool; informing the sender by email of the acceptance/rejection of the datapack and following up in case of delays or inadvertencies.		☒

Tasks	Description of requested activities (Indicative list)	Lot1	Lot 2
Task #6 RUE CADM support	Support for to the Classified Configuration and Documentation Management function. This tasks relies on the following pillars: - Configuration & CLA Document Management: Implementing and maintaining processes for managing documentation, utilizing tools like DMS, and ensuring compliance with CADM and security requirements. - Encryption/decryption service : Acting as a point of contact for the implementation of this service for information classified up to RESTREINT UE/EU RESTRICTED. - Coordination & Communication: Coordinating tasks between teams, managing meetings, and ensuring information is shared effectively. Providing training on the tools. - Process & Workflow Management: Defining and maintaining core processes, monitoring workflows, and managing change. - Monitoring & Reporting: Tracking progress and records through updates of tracking sheets, databases and registries, managing reviews, and creating regular status report		☒

3.1.2 Place of Performance

3.1.2.1 Lot 1

The services under Lot 1 shall be provided mainly from Contractor's premises, having to be located within a Member State of the EU. Exceptionally, the Agency may request provision of services from its premises, to cover provision of ad-hoc activities which may not be handled remotely (e.g. Tasks 4,5,6), whereby the costs of the travel and accommodation will be covered as provided in the provisions of the Draft FWC on missions.

3.1.2.2 Lot 2

The classified services under Lot 2 shall be rendered on-site (in-house) in the premises of the following sites of EUSPA:

- Prague / Czech Republic
- Saint-Germain-en-Laye / France
- Toulouse / France
- San Martín de la Vega, Spain Torrejón de Ardoz, Spain
- Noordwijk, Netherlands

3.1.3 Framework Contract Implementation modalities

The administrative support services subject of the tender shall include production of deliverables, which shall be defined by the Contracting Authority in the frame of each specific contract.

The price of the deliverables to be produced shall be based on the Framework Contracts Fixed Unit Price (FUP) for provision of 1 hour of administrative support by a Service Provider (hourly rate) and the effort (number of hours) needed for their production.

The services shall be implemented in **Planned Deliverable Mode** or **Deliverable on Demand Mode**.

The service provision in **Planned Deliverable Mode** shall mean delivery of services leading to identified deliverable(s) as determined in the specific contract terms of reference and accepted by the Contractor in line with Article I.3a.1 of the draft Framework Contract (Annex II to the Invitation to Tender) to be provided for a certain period and price.

The service provision in **Deliverable on Demand Mode** shall mean services whose general description of the scope of the deliverable(s) (e.g. through their functionality), duration and amount are provided in the specific contract terms of reference, as set out in Article I.3b.1 of the draft Framework Contract (Annex II to the Invitation to Tender) and whose specific result is identified during the execution of the specific contact according to the modalities under article I.3b.2 of the draft Framework Contract.

3.1.4 IT tools and access to EUSPA IT systems

3.1.4.1 Lot 1

The Contractor shall make available to the Service Providers, all IT equipment and tools, necessary for the provision of the administrative support. The Contractor's Service Providers may have to be granted access to Agency tools (Paperless, SUMMA, DMS, Teams repositories, other databases and tools needed for the administrative support implementation). The Contractor shall follow the process and requirements described in Annex I.M.1 to ensure access of its Service Providers to EUSPA systems, which he/she will need for the service implementation.

3.1.4.2 Lot 2

EUSPA shall make available to the Service Providers, all IT equipment and tools, necessary for the provision of the administrative support (e.g. laptops or access accounts to classified networks) in line with the provision of Article I.20 of the draft Framework Contract (Annex II to the Invitation to Tender). The Contractor shall ensure that the Service Providers observe internal EUSPA security rules and operating procedures, which shall be made available to them when receiving the laptops.

3.1.5 Reporting

3.1.5.1 For both lots

The Contractor shall organise Monthly Progress Meetings for the implementation of each ongoing SC. It shall submit a monthly progress report to the Agency project manager, identified in article I.8 of the Framework Contract at least three working days before the meeting. The minutes of the meeting and the records of the decisions taken shall be maintained by the Contractor.

3.1.6 Requirements to Service Providers

3.1.6.1 For both lots

N.B. The resources to be involved in the provision of such services under either of the Lots shall only be EU nationals (EU working visa/permits do not suffice).

The Service Providers, engaged in execution of the tasks, assigned to the Contractor via Specific Contracts shall be compliant to all selection criteria relevant to Service Providers, defined in section 10.

3.1.6.1 For Lot 2

Classified administrative support (Lot 2) needs to be provided by resources having a Personal Security Clearance ('PSC') at SECRET UE/EU SECRET level issued by the national security authority of an EU Member State. The security clearance needs to be maintained throughout the duration of the respective Contract, as it may be planned to access classified information above RESTREINT UE/EU RESTRICTED under the respective Contract at any time.

The Service Providers, engaged in execution of the tasks, assigned to the Contractor via Specific Contracts shall be compliant to all selection criteria relevant to Service Providers, defined in section 10.

3.1.7 Contract Manager

3.1.7.1 For both lots

The Contractor shall make nominate for the purpose of the FWC implementation a contract manager with to act as point of contact for the FWC, compliant to all selection criteria relevant to Service Providers, defined in section 10.

3.1.8 Communication with the Contractor

The Contractor shall establish and maintain appropriate communication channels for the implementation of the FWC and each Specific Contract. The Contractor shall remain solely responsible for organising, managing, supervising and directing the performance of the services by its Service Providers.

For this purpose, all communications relating to the implementation of the FWC and/or any Specific Contract shall be addressed to the Contractor through its duly authorised representative(s) and appropriate functional mailbox(es)⁵ established by the Contractor for the relevant task or Specific Contract. Such mailbox(es) shall be used, in particular, for communications concerning missions, requests for deliverables under Deliverable on Demand Mode and any other matter relevant to the implementation of the services. All such communications to the Contractor will be strictly limited to contract implementation and / or contract management exchanges, such as Specific contract and Deliverables on Demand requests and /or operational coordination, and must not include any other EUSPA information (e.g. proprietary files, databases, other information). In the event that other EUSPA information is shared with the Contractor by mistake or otherwise received by it, the Contractor shall permanently delete and remove such information from its own systems, as well as ensure its removal from the systems of any subcontractor or third-party service provider, within 48 hours of receipt. Furthermore, the Contractor shall maintain a comprehensive log of all such incidents and provide a monthly report to the Contracting Authority detailing the minimum, average, and maximum elapsed times between the receipt of the sensitive information and its successful deletion.

The Contracting Authority shall not issue direct instructions to individual Service Providers. The Contractor shall remain responsible for the organisation, management and supervision of its Service Providers and for ensuring that any communication received from the Contracting Authority is appropriately implemented.

During the implementation of the FWC, the Contracting Authority may, in agreement with the Contractor, introduce a ticketing system or another dedicated communication tool to facilitate and ensure the traceability of relevant communications and requests. The use of such system shall not alter the allocation of responsibilities between the Parties or permit direct instructions to individual Service Providers.

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

⁵ Or suitable ticketing tool if such is confirmed as acceptable by the Contracting Authority

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 2 (two) 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 Framework Contract.

3.2.1 The following SCs are envisaged to be awarded and signed together with the FWC (Envisaged Specific Contracts)

3.2.1.1 For Lot 1

- Specific Contract 1 (Lot 1 SC1), having as scope the provision of unclassified support services in Planned Deliverable mode and in Deliverable on Demand mode as per paragraph 3.1.3 for a period of 6 months (other than UNCLA CADM support) from contractor's premises. The Terms of Reference for Lot1 SC1 is provided in Annex I.J.1.
- Specific Contract 2 (Lot 1 SC2), having as scope the provision of UNCLA CADM support in Planned Deliverable mode and in Deliverable on Demand mode as per paragraph 3.1.3 for a period of 6 months from contractor's premises. The Terms of Reference for Lot1 SC2 is provided in Annex I.J.2.

3.2.1.2 For Lot 2

- Specific Contract 1 (Lot 2 SC1), having as scope the provision of classified support services in Planned Deliverable mode and in Deliverable on Demand mode for a period of 6 months from EUSPA offices in the Czech Republic, France, Spain and the Netherlands. The Terms of Reference for Lot1 SC1 is provided in Annex I.J.3.

Tenderers are further informed that EUSPA may decide not to award and sign any or all the specific contracts referred to in this section (e.g. Lot 1 SC1, Lot1 SC2 and Lot 2 SC1) and issue dedicated requests for Specific Contracts following the award and signature of the FWC.

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 Indicative maximum value of the Contract

Lot 1: The indicative maximum value of all purchases under the FWC is **EUR 9 400 000**, for the whole duration of the FWC.

Lot 2: The indicative maximum value of all purchases under the FWC is **EUR 6 700 000**, for the whole duration of the FWC.

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 Duration

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

3.3.4 Ownership

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

3.3.5 Subcontracting requirements

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

Please note that specific provisions on the general principles of subcontracting and subcontracting standards are included in the Draft FWC. Tenderers are required to submit, as part of their Technical Proposal, a plan describing in detail how they plan to comply with the said principles / requirements. Attention is drawn to the fact that this section **will be evaluated according to Qualitative Award Criterion Q3** as per section 13.6.1 of these Tender Specifications.

3.3.6 Liability

The Draft Framework Contract contains specific provisions in relation to Liquidated Damages (LDs) with related LDs cap; Contractor's Liability and overall Liability cap.

3.3.7 Agency Undertakings

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

- Access to EUSPA IT systems (for both Lots);
- Provision of laptops and accounts for classified networks for the Service Providers in Lot 2.

3.3.8 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”).

3.3.9 Foreground Intellectual Property Rights

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

3.4 Transfer of undertakings

Tenderers are required to assess and undertake the risks possibly deriving from the applicable national law and EU/national case law concerning transfer of undertakings in relation or in connection with the succession in the Administrative Support Services between the Incumbent Contractor and the Contractor, when different entities.

The Contracting Authority specifies that no transfer of assets to the Contractors for the purposes of the delivery of the administrative support service shall be made, except for the granting of the right of use of the laptops as set out in section 3.1.4.

For Lot 1, the services shall be provided using the Contractor’s own organisation, resources, premises, tools and equipment. No assets, equipment or other operational resources shall be made available by the Contracting Authority to the Contractor or its Service Providers for the purposes of providing the services under Lot 1, unless expressly required for a specific limited purpose and specified in the relevant Specific Contract.

For Lot 2, due to the security-related nature of the services and the applicable security and ICT requirements, the Contracting Authority may make available laptops to the relevant Service Providers solely to the extent necessary for the performance of the services under the relevant Specific Contract. Any such laptops shall be made available only for contractual performance purposes, subject to the applicable security, ICT and access rules and to the arrangements specified by the Contracting Authority. The making available of such laptops shall not constitute a transfer of ownership or of an organised economic entity, business, part of a business, personnel or operational organisation to the Contractor.

The implementation of services under Planned Deliverable Mode or Deliverable on Demand Mode, the specification of deliverables, the approval of missions, the provision of access arrangements or, for Lot 2, the making available of laptops, entails Contractor’s responsibility for organising, managing and supervising its Service Providers in accordance with the FWC and applicable law.

The Contracting Authority makes no representation and gives no warranty as to whether a transfer of undertakings may or may not arise under the applicable law in the circumstances relevant to a Tenderer or Con-

tractor. Each Tenderer and Contractor shall be responsible for carrying out its own legal and financial assessment, ensuring compliance with all applicable obligations and bearing any consequences resulting therefrom, unless expressly provided otherwise in the Framework Contract.

4 Organisation of the Tenderer

4.1 Introduction

Economic operators can submit a tender either as a sole economic operator (sole Tenderer) or as a group of economic operators (joint tender)⁶. In either case subcontracting is permitted.

The submitted Tenders and the conduct of the involved entities in the present procurement procedure must be autonomous and independent, including cases where entities belonging to the same Undertaking⁷ submit separate Tenders.

No more than one Tender can be submitted for the same lot 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 for the same lot as a Tenderer / group Leader / group Member, all Tenders for the concerned lot 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 (including for the same lot) provided that each tenderer is able to demonstrate that its tender was drawn independently and autonomously.

Subcontractors can participate in several (including for the same lot) 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 for the same lot 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” for the same lot 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) for the same lot 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

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

⁷ For definition, see Section 16, Table 10: Abbreviations

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 Undertaking⁸ to which they belong.

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

In order to fulfil the selection criteria a Tenderer may also rely on the capacities of other entities (that are not subcontractors), regardless of the legal nature of the links it has with them. It must in that case prove that it will have at its disposal the resources necessary for the performance of the Contract by providing Annex I.D.2 (Non-Subcontractor Letter of Intent), signed by the authorised representative of such an entity, and the supporting evidence that those other entities have the respective resources.⁹

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

4.3 Joint Tenders

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

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

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

Each member of the group must provide the required evidence for the Access to Procurement, exclusion, non-rejection and selection criteria (see Sections 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.

⁸ For definition, see Section 16, Table 10: Abbreviations

⁹ This does not apply to subcontractors on whose capacity the tenderer relies to fulfil the selection criteria – for these the documentation required for subcontractors must be provided.

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

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

- The remaining group members have been already assessed or are assessed as not being in an exclusion situation, and/or rejection situation;
- The remaining group members have been already assessed or are assessed as meeting the selection criteria, which have to be met *individually* (see Section 10), and complying 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 Access to Procurement 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 change in group, provided that

- if new group member(s) is/are NOT proposed (mere removal), the remaining group members have been already assessed or are assessed as meeting the selection criteria, which have to be met *cumulatively*, or
- if new group member(s) is/are proposed, the latter are assessed as meeting the selection criteria, which have to be met *individually* and complying with the Access to Procurement conditions, exclusion criteria and rejection criteria, and the newly formed group is assessed as meeting the selection criteria, which have to be met *cumulatively*.

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 Guidelines¹⁰ ("Guidelines").

Restriction or elimination of competition may occur when the members of the group are (even potentially) competing on the same market and one (or more) member(s) of the group would be realistically capable to carry out the contract individually, i.e. the group includes more members than what is strictly necessary in order to carry out the contract.¹¹

For this reason, joint bidding by entities that could have otherwise competed for the performance of the Contract may restrict or eliminate competition on the market. Joint bidding by a group composed of potential and/or actual competitors may still be allowed if the joint bid provides significant efficiencies compared to the potential individual bids (see below).¹²

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

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

Or, failing that, why the joint bid (cumulatively):¹³

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

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

4.5 Change in the Composition of Tenderer / Core Team

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

¹⁰ Communication from the Commission – Guidelines on the applicability of Article 101 of the Treaty on the Functioning of the European Union to horizontal co-operation agreements, available at: https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uris-erv:OJ.C_.2023.259.01.0001.01.ENG

¹¹ See points 352 to 357 of the Guidelines.

¹² See point 358 and 359 of the Guidelines.

¹³ See point 358 of the Guidelines.

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.

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 10.3.1.
- (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.

5.2 Supply Chain

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

In accordance with Article 17(1)(a) of the Space Regulation, EUSPA intends to promote the widest and most open participation possible by economic operators, in particular start-ups, new entrants and SMEs. On this basis and for the purposes of Article 17 of the Space Regulation, as will be set out in the Draft Framework Contract, the Contractor shall have to achieve, in the course of the execution of the contract, a **minimum 20 % (for Lot 1) and 10 % (for Lot 2) share of sub-contracting to be awarded in competitive tendering** outside the Group¹⁴.

The Tenderer shall provide in its Tender a detailed plan on how to achieve the above-mentioned target and the relevant milestones and/or, if applicable, including a detailed justification for derogating from the above-mentioned target. The quality of the plan, the target percentage and the relevant commitments, or, if applicable, the completeness and robustness of the provided justification for any derogation will be subject to the assessment under award criterion Q3.

The Tenderers' attention is drawn to the fact that the participation of startups¹⁵, new entrants and Small and Medium Size Enterprises (SMEs)¹⁶ represents a specific objective of the Space Programme pursuant to Article 4(1)(b) and (f) of the Space Regulation and an objective of the present procurement. A dedicated plan shall be submitted by the Tenderers to describe in detail the approach and the means undertaken to achieve the widest and most open participation of start-ups, new entrants and SMEs and to comply with this requirement. Attention is drawn to the fact that the plan to maximise participation of SMEs and start-ups from across the Union in the delivery of the scope of the Contract will be evaluated against the qualitative award criterion **Q3** as per section 13.6.1 below.

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

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

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

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

¹⁴ For definition, see Section 16, Table 10: Abbreviations

¹⁵ We define startups as young firms with high growth ambitions. Startups are a specialised subset of SMEs, which are less than ten years old, are often tech-enabled, in general combine fast growth, high reliance on innovation of product, processes and utmost attention to new technological developments and extensive use of innovative business models, and, often, collaborative platforms.

¹⁶ Small or Medium Size Enterprise shall be interpreted according to Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises (notified under document number C(2003) 1422) (2003/361/EC)

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

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

Tenderers shall clearly indicate in their Tenders:

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

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

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

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

Tenderers may, at any time after Tender submission or during contract execution, be requested to submit supporting evidence of their use of competitive tendering for the selection of subcontractors and their compliance with the principles established above. In addition, the Contractor can be subject to auditing in accordance with the Contract.

6 Other Requirements

6.1 Use of Artificial Intelligence (AI): General requirements

Without prejudice to the scenarios explicitly covered by the subject-matter of the procurement, in case the use of Artificial Intelligence (AI) systems¹⁷ or GPAI models¹⁸ is envisaged for the provision of the services under the Contract at the initiative of the Tenderer, such Tenderer shall provide, as part of the technical proposal (Section 15.7.2 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. The description of the scope of the intended use / purpose of the AI tool within the Contract.
- c. 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.
- d. The identification of the relevant roles (i.e. Provider, Deployer, etc.) with respect to the AI tool in accordance with Regulation (EU) 2024/1689.
- e. 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 15.7.2 below.

NOTA BENE: Compliance with the provisions of the 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

¹⁷ For the definition of AI system please refer to Article 3 "Definitions" of Regulation (EU) 2024/1689.

¹⁸ For the definition of GPAI model please refer to Article 3 "Definitions" of Regulation (EU) 2024/1689.

entered into with any public interest trust established on the basis of the Hungarian Act IX of 2021 (or any other entity maintained by such a public interest trust).

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

6.3 Applicable Law and Jurisdiction

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

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

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

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

6.4 Service Provision Organisation

The Contractor shall provide the services as an independent contractor and shall remain solely responsible for the organisation, management, supervision and quality control of the services performed by its service Providers.

The Contractor is responsible for the Service Providers who carry out the services and exercises its authority over its Service Providers without interference by the Contracting Authority. The Contractor must also inform its Service Providers that they may not accept direct instructions from the Contracting Authority and that their participation in the provision of the services does not result in any employment or contractual relationship with the Contracting Authority. The Contracting Authority shall not provide instructions to the Service

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

Annex I.B Participation conditions apply to both Lots, as follows.

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) 2021/69616, the participation to either Lot of 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

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.

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

For the purpose of the present Contract, “security-sensitive activities” for the Lot 1 and Lot 2 are:

Lot 1

- (a) activities requiring access to the Contracting Authority’s premises and/or
- (b) activities requiring access to internal documents of the Contracting Authority.

Lot 2

- (a) activities requiring access to the Contracting Authority’s premises, and/or
- (b) activities requiring access to internal documents of the Contracting Authority, and / or
- (c) activities requiring access to EUCI (including, without limitation, their generation), and/or
- (d) any activities consisting in the staffing of personnel having access to EUCI for the purpose of performance of the Contract

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**),¹⁷ and
2. Extract of the inclusion in a trade or professional register, or certificate, membership of a specific organisation, or equivalent.

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

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

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

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

7.1.3 Evidence to be provided

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](#)),¹⁹ and
2. Extract of the inclusion in a trade or professional register, or certificate, membership of a specific organisation, or equivalent.

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

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

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

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

7.2 EU Restrictive Measures

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

The Tenderer shall provide a statement in the Cover Letter of its Tender (on its own behalf and on behalf of its Core-Team members, sub-contractors) guaranteeing that the Tenderer, and its Core Team members, sub-contractors and respective relevant persons²⁰ 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.

¹⁹ 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.

²⁰ Respective relevant persons are meant the natural or legal persons indicated in section 4 of the Declaration of Honour (Annex I.B).

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).

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,

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

9 Rejection Criteria

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

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

10 Selection Criteria

Tenderers must continue to fulfil the Selection Criteria throughout the entire duration of this procurement procedure and for the entire duration of the ensuing 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:

1. Identification Form (template available at https://commission.europa.eu/publications/business-partners-legal-entities-and-bank-accounts_en),²¹ and

²¹ 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.

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

10.1.2 Management of Conflicting Interest

10.1.2.1 Conflicting Interest of the Contractor

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

10.1.3 Security Requirements – applicable only for Lot 2

10.1.3.1 Local Security Officer

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

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

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

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

10.1.3.2 Personal Security Clearance

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

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

Please note that to meet this criterion, the Tenderer shall demonstrate that at least five Service Providers within the group / Prime, Core team subcontractors possess a PSC at the SECRET UE/EU SECRET level.

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

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

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

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

10.1.3.3 (Reinforced) Non-Disclosure Undertaking

Any entity (including group members and subcontractors) expected to handle EU classified information (EUCI) **at the level of RESTREINT UE/EU RESTRICTED or above** during the execution of the Contract, must submit, together with the Tender, the duly filled-in and signed (by an authorised representative) (Reinforced) Non-Disclosure Undertaking (“RNDU”) provided in Annex I.G

For this purpose, the entity shall submit:

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

In case the RNDU is signed electronically, it must be signed with a Qualified Electronic Signature (QES) of the authorised representative. This electronic signature must be provided by a provider which has a qualified status granted by a national competent authority of an EU Member State and which is listed in the national eIDAS Trusted Lists and the EU List of eIDAS Trusted Lists (LOTL) (available at [eIDAS Dashboard \(europa.eu\)](https://eidas.europa.eu/)). Please note that the signature has to be at the QES level. Alternatively, the RNDU may be signed blue-ink with the original being submitted together with the Tender.

Please note that:

- Previously signed NDUs with EUSPA shall not be regarded as fulfilling the RNDU requirements under the present procurement procedure.

Compliance with this requirement will be assessed under selection criterion L6 (see Section 13.4.1, List of Legal and Regulatory Capacity Criteria).

10.2 Economic and Financial Capacity

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

10.2.1 Stable Financial Position

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

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

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

Lot 1: EUR 2.000.000

Lot 2: EUR 1.200.000

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:

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

For the purposes of this procedure 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 above during the last five (5) years.

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

A list of contracts performed during the last five (5) years, having as a scope services with a same or similar nature, as the ones 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) confirmation for handling of EU CI information and indicating up to which level (only applicable to Lot 2).

The following condition shall be fulfilled:

- at least 2 of the contracts included in the list must have been for provision of services by at least 2 FTEs within a period of 6 months during the last 5 years.

This information shall be provided insofar as not subject to mandatory restrictions due to classification or confidentiality requirements that shall be in that case clearly indicated.

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

10.3.2 Contract Manager

The contract manager shall have very good communication skills in English, proven by a level of the Common European Framework of reference for languages corresponding to B2 level and experience in management of contracts.

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

- i. a detailed Curriculum Vitae of the Contract Manager in English language (Europass CV templates should be used, available at: <https://europass.europa.eu/select-language?destination=/node/1>) with supporting documentation (such as diplomas, languages certificates, or any other relevant evidence, etc.) to prove the requested language skills of the Contract Manager²² and experience in management of similar contracts.

NOTA BENE: The criterion is applied cumulatively.

10.3.3 Relevant Experience of the Tenderer's Service Providers

The Service Providers shall have at least one (1) year of experience in the provision of similar services, as per Section 3.1 of these Tender Specifications.

The Service Providers shall have very good communication skills in English, proven by a level of the Common European Framework of reference for languages corresponding to B2 level.

To evidence compliance with this criterion, the Tenderer shall submit for at least **five (5) of the proposed Service Providers under Lot 1** and for at least **three (3) Service Providers under Lot 2**:

- i. detailed Curriculum Vites in English language (Europass CV templates should be used, available at: <https://europass.europa.eu/select-language?destination=/node/1>) with supporting documentation (such as diplomas, languages certificates, or any other relevant evidence, etc.) to prove the requested language skills of each Service Provider²³.

²² The supporting documentation for the purposes of English language fluency may be in the form of diplomas, language certificates or any other relevant evidence, including evidence that the working language of the given EU/international/other body or of the given company is English and, therefore, the associated years of Contract Manager's professional experience attest his/her capacity to work in English at the required level (B2 level).

²³ The supporting documentation for the purposes of English language fluency may be in the form of diplomas, language certificates or any other relevant evidence, including evidence that the working language of the given EU/international/other body or of the given company is English and, therefore, the associated years of Contract Manager's professional experience attest his/her capacity to work in English at the required level (B2 level).

NOTA BENE: The criterion is applied cumulatively.

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 and regulations

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 Compliance with Artificial Intelligence (AI) laws and regulations

The Tenderer shall comply with applicable obligations related to the use of Artificial Intelligence (AI) established by European Union law and/or national legislation.

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).

11.3 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, and compliance to the requirements 3.7 (Ref.: REQ-3.7) and 3.8 (Ref.: REQ-3.8) of the Security Aspect Letter (SAL) attached to the Draft Framework Contract shall operate as minimum requirements.

12 Award Criteria

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

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 (FWC and SCs proposals) against the qualitative award criteria as follows:

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

Ref #	Description of the Award Criterion	Maximum score	Minimum score
Q1	Efficiency and adequacy of the procedures/measures proposed at FWC and SC level for the tasks implementation to ensure timely delivery , compliance and high quality of the deliverables (e.g. quality checks, internal reviews, quality controls implementation, approach to ensure precise and adequate deliverables production and reporting), including identification of key challenges, proposed risk mitigation plans and processes for prompt, effective and cost-efficient problem solving, and sound management of the Service Providers.	50	25
Q2	Quality and adequacy of the tenderer's proposed organisation and interfaces with EUSPA during the Framework Contract and specific contracts implementation to ensure efficient coordination and contract management in a timely manner, including dedicated processes / check points , measures guaranteeing the swift processing of requests for Specific Contracts and requests for Deliverable on Demand	20	10
Q3	Quality and maturity of the plans required under Section 5.2 of the Tender Specifications: Q3.1 Quality and maturity of the plan to ensure compliance with the Supply Chain requirement under Section 5.2 of the Tender Specifications and relevant commitment to achieve the target percentage of subcontracting with competitive tendering outside the group, or, if applicable, the completeness and robustness of the provided justification for any derogation. (Max points 6)	10	5

	Q3.2 Quality and maturity of the plan to maximise participation of SMEs and start-ups from across the Union in the delivery of the scope of the Contract in terms of technologies, services, processes entrusted to start-ups and SMEs and relevant justifications. (Max points 4)		
Q4	Level of stated compliance to the contractual baseline and relevance of justifications where applicable: Q4.1 Level of stated compliance to draft Contract, (for Lot 1: including its annex I.M.1) and relevance of the related justifications where applicable in case of non- or partial compliances are reported, including quality and consistency of possible alternative wording proposed. (For Lot 1: Max Points 10); (For Lot 2: Max Points 5); Q4.2 Level of stated compliance to the SAL and relevance of the related justifications where applicable in case of non- or partial compliances are reported, including quality and consistency of possible alternative wording proposed. (For Lot 1: N/A); (For Lot 2: Max Points 5).	10	5
Q5	Credibility and appropriateness of costing, including: Q5.1 Consistency, justification and traceability of the various elements of the financial proposal and cost sheets with respect to the Tenderer's technical proposal at prime and subcontractors' levels. (Max points 5) Q5.2 Level of compliance of the financial proposal with the requirements of Section 15.7.3 of the Tender Specifications and with the requirements / instructions of Annexes I.F.1 and I.F.2 and, where applicable, quality of the related justifications in case of non or partial compliance. (Max points 5)	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. The attention of the candidate is drawn on the need to attentively consider the instructions under section 15.7.3.

In order to allow for a comparison of the offers, Tenderers are requested to submit for each lot, for which the apply in the tender, a Financial Proposal following the financial table of answers (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.

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

12.2.2 Total Price for Evaluation Purposes of the Tender

For evaluation purposes, the “Total Price for Evaluation Purposes of the Tender” for each lot will be computed using the financial table of answers (Annex I.F) for the respective Lot, as follows:

Lot1

- The total price of the deliverables to be delivered under the tasks implemented in the Planned Deliverable Mode, defined for each task in the Terms of Reference for SC1 (Annex I.J.1) and in the Terms of Reference for SC2 (Annex I.J.2), and
- The maximum total price of allocated to cover the services to be implemented in Deliverable on Demand mode, based on the maximum number of person-hours indicated for them in the Terms of Reference for SC1 (Annex I.J.1)

Lot 2

- The total price of the deliverables to be delivered under the tasks implemented in the Planned Deliverable Mode, defined for each task in the Terms of Reference for SC1 (Annex I.J.3), and
- The maximum total price of allocated to cover the services to be implemented in Deliverable on Demand mode, based on the maximum number of person-hours indicated for them in the Terms of Reference for SC1 (Annex I.J.3)

12.2.3 Calculation of Financial Score of the Tender

In case of competing tenders, the financial score for each lot 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:
$$\text{Financial Evaluation Score of Tender X} = \left(\frac{\text{cheapest total price}_{\text{evpt received}}}{\text{total price}_{\text{evpt of Tender X}}} \right) \times 100$$

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:
A1	Participation Conditions Entity must meet the conditions as per Section 07.1 above.	As per the provisions in Section 7.1 .	All economic operators, as provided in Section 7.1

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

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

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

Table 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:
L1	Legal Entity Authorisation Requirement Compliance with Section 10.1.1 above.	As per the provisions in Section 10.1.1 above.	All economic operators, as provided in Section 10.1.1 above.
L2	Management of conflicting interest Compliance with Section 10.1.2 above	As per the provisions in Section 10.1.2.10.1.3.2	All economic operators, as provided in Section 10.1.2 .
L3	Appointed Local Security Officer (“LSO”) – as per Section 10.1.3.1 .	As per the provisions in Section 10.1.3.1	All economic operators, as provided in Section 10.1.3.1 .
L4	Possession of PSC at the required level as per Section 10.1.3.2.	As per the provisions in Section 10.1.3.2	All economic operators, as provided in Section 10.1.3.2 .
L5	(Reinforced) Non-Disclosure Undertaking signature as per Section 10.1.3.3.	As per the provisions in Section 10.1.3.3 .	All economic operators, as provided in Section 10.1.3.3 .

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:
F1	The Tenderer must be in a stable financial position and have the economic and financial capacity to perform the Contract.	As per the provisions in Section 10.2.1 .	The Tenderer, including its Core Team (cumulatively) in accordance with Section 4.1 .
F2	The Tenderer must have a minimum yearly turnover in the last three years preceding the year of launch of the present procurement procedure as provided in section 10.2.2.	As per the provisions in Section 10.2.2 .	The Tenderer, including its Core Team (cumulatively) in accordance with Section 4.1 .

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:
T1	Relevant experience Experience of Tenderer in performing recent and comparable services	As per the provisions in Section 10.3.1.	The Tenderer, including its Core Team (cumulatively) in accordance with Section 4.1.
T2	Relevant Experience and language skills of the Contract Manager	As per the provisions in Section 10.3.2.	The Tenderer, including its Core Team (cumulatively) in accordance with Section 4.1.
T3	Relevant Experience and language skills of the Service Providers	As per the provisions in Section 10.3.3	The Tenderer, including its Core Team (cumulatively) in accordance with Section 4.1.

Table 8: List of Technical and Professional Capacity Criteria

13.5 Minimum Requirements

Ref #	Minimum requirements	To be evidenced by:	Applicable to:
M1	Compliance with applicable environmental, social and labour law obligations established by European Union law, national legislation, collective agreements or the applicable international social and environmental conventions listed in Directive 2014/24/EU.	As per the provisions in Section 11.1.	All economic operators, as provided in Section 11.1.
M2	11.2 Compliance with Artificial Intelligence (AI) laws and regulations	As per the provisions in Section 11.2.	The Tenderer, including its Core Team (cumulatively) in accordance with Section 4.1.
M3	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, and compliance to the requirements 3.7 (Ref.: REQ-3.7) and 3.8 (Ref.: REQ-3.8) of the Security Aspect Letter (SAL) attached to the Draft Framework Contract shall operate as minimum requirements, as relevant.	As per the provisions in Section 11.3.	The Tenderer, including its Core Team (cumulatively) in accordance with Section 4.1.

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.

For each Lot, the Terms of References for the specific contracts envisaged to be signed at the time of the Framework Contracts signature (see section 3.2.1) represent Evaluation Scenarios for the purposes of the tender evaluation.

The specific contracts envisaged to be signed at the time of the Framework contract signature include a set of activities defined by the Agency assuming what would be its future needs, which shall have to be confirmed at the time of such specific contract issue in the future. In case the requirements and assumptions for a envisaged specific contract do not change at the time the Agency decides to procure the corresponding activities, the envisaged specific contracts shall be signed by the Agency and the Contractor without the need for the Agency to release a request for a new specific contract. Hence, the offers for these envisaged specific contracts shall be binding for the overall duration of the FWC.

The tenderers shall provide technical and financial proposal for the Framework Contract and for the specific contracts envisaged to be signed at the time of the Framework Contract signature as per sections 15.7.2 and 15.7.3. The financial proposals for the envisaged specific contract will form the overall Total Price for Evaluation Purposes as per Section 12.2.2.

13.6.1 Qualitative Award Criteria

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

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

The evaluation of the technical quality will be based on the ability of the Tenderer to perform the 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 60 (sixty)** (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.

For each lot 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:

SCORE FOR TENDER= 60% of Qualitative Evaluation score + 40% of Financial Evaluation score
--

A ranking list of all Tenderers will be established based on the “score for tender” formula above. The Contract will be awarded to the Tenderers which will be ranked the highest (the best price-quality ratio).

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 Use of Artificial Intelligence (AI) in preparation of the Tender

When considering the use of generative artificial intelligence (AI) tools for the preparation of the proposal, it is imperative to exercise caution and careful consideration. The AI-generated content should be thoroughly reviewed and validated by the applicants to ensure its appropriateness and accuracy, as well as its compliance with the applicable intellectual property regulations. Applicants are fully responsible for the content of the proposal (even those parts produced by the AI tool) and must be transparent in disclosing which AI tools were used and how they were utilized. Specifically, applicants are required to:

- a. Verify the accuracy, validity, and appropriateness of the content and any citations generated by the AI tool and correct any errors or inconsistencies.
- b. Provide a list of sources used to generate content and citations, including those generated by the AI tool. Double-check citations to ensure they are accurate and properly referenced.
- c. Be conscious of the potential for plagiarism where the AI tool may have reproduced substantial text from other sources. Check the original sources to be sure you are not plagiarizing someone else's work.
- d. Acknowledge the limitations of the AI tool in the proposal preparation, including the potential for bias, errors, and gaps in knowledge.

15.3 Disclaimers

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

15.4 Variants

Variants are not permitted under this procurement procedure.

15.5 Preparation costs of Tenders

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

15.6 Presentation of the Tender

15.6.1 Language

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

15.7 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.²⁴

Should the Tenderer omit to submit or submits evidence that is not compliant²⁵ 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.**

15.7.1 Administrative File (ENVELOPE I)

Each Tender shall include an administrative file, containing (separate for each Lot for which the tenderer participates):

²⁴ 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 15.11 below.

²⁵ 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
1)	A cover letter, dated and signed by duly authorised representative of the Tenderer, including: • A declaration of full acceptance of the terms and conditions of this Invitation to Tender (without prejudice to the possibility of declaring (duly justified) partial- or non- compliances to the contractual); • 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) • In case of groups, the competition law compliance assessment made under Section 4.4 above; • A statement in line with the requirement under Section 7.2 above (EU Restrictive Measures). • All the Information required pursuant to Section 9 above (Rejection Criteria). • A statement pertaining to the Conflicting Interest of the Contractor including all the details, as applicable, as required under Section 10.1.2.1 above, i.e. for each economic operator (i.e. the Prime Tenderer / each member of the group / each subcontractor). A list of all the documentation included/enclosed in the Tender.
2)	A duly signed and dated statement of authorisation/Power of Attorney containing the name and position of the representative/signatory and official documentary evidence on the person's legal authority to validly sign the Tender and the Contract on behalf of the organisation, should it be awarded it.
3)	In case of groups, a duly signed and dated statement/declaration by each of the group members specifying the company or person heading the project and authorised to submit a tender on behalf of the group, sign and manage the Contracts, using the template in Annex I.C.
4)	The duly filled-in and signed Identification Sheet of the Tenderer using the template in Annex I.A. Annex I.A (one per Tenderer including all the legal entities involved in the group and subcontractors and containing, where appropriate, as many Sections as legal entities involved).
5)	For the proposed subcontractors, or other entities on whose capacity the Tenderer intends to rely, duly filled in, signed and dated Sub-contractor Letter of Intent using the template in Annex I.D.1 (for subcontractors) and/or Non-Subcontractor Letter of Intent using the template in Annex I.D.2 (for other entities), to be submitted for each subcontractor/entity individually).
Access to Procurement	
6)	The duly filled-in Declaration of Ownership and Control, using the template in Annex I.H – Part 2, including all necessary documents required in Annex I.H for the assessment of the

Ref. #	ENVELOPE 1 – ADMINISTRATIVE DOCUMENTS
	compliance with the Participation Condition (see Section 7.1 above). To be submitted separately by each entity to which the Participation Conditions apply pursuant to Section 7.1 and Section 5 above.
Exclusion / non -rejection Criteria	
7)	The duly filled in, signed and dated Declaration(s) of Honour (including supporting evidence) relating to exclusion criteria, grounds for rejection and selection criteria using the template in Annex I.B - one per economic operator (i.e. Tenderer, all group members, all sub-contractor(s), if any).
Selection Criteria – General	
8)	https://commission.europa.eu/publications/business-partners-legal-entities-and-bank-accounts_en The duly filled in, signed and dated Identification Form, one per economic operator involved (tender, group member, or sub-contractor), using the template available at: https://ec.europa.eu/info/publications/legal-entities_en Organisation details and organisation identified sections shall be filled in by each economic operator. In case of groups, the banking details should correspond to the bank account into which payments are to be made under the Contract (i.e., the account of the group leader) in the event that the latter is awarded to it. Please pay attention to any supporting documents that should be submitted together with duly filled in Identification Form.
9)	Extract of the inclusion in a trade or professional register, or certificate, membership of a specific organisation, or equivalent (one per economic operator involved (tender, group member, or sub-contractor)). Note: If the VAT number does not appear on such document, provide a proof of the VAT number in addition to the above.
Selection Criteria – Security Requirements	
10)	10.1.3.1 Documents related to the appointment of the Local Security Officer for each entity (including group members and subcontractors) expected to handle EU classified information (EUCI) at the level of RESTREINT UE/EU RESTRICTED or above. See Section 10.1.3.1 above.
11)	10.1.3.2 Documents related to the possession of the Personal Security Clearance for each individual (within any entity including group members and subcontractors) who is expected to carry out tasks requiring handling EU classified information at the level of CONFIDENTIEL UE/EU CONFIDENTIAL or above. See Section 10.1.3.2 above.
12)	10.1.3.3 The duly signed and filled in (Reinforced) Non-Disclosure Undertaking (RNDU) pursuant to section 10.1.3.3 above using the template in Annex I.G for each entity (including group members and subcontractors) expected to handle EU classified information (EUCI) at

Ref. #	ENVELOPE 1 – ADMINISTRATIVE DOCUMENTS
	the level of RESTREINT UE/EU RESTRICTED or above.
Selection Criteria – Economic and Financial Capacity	
13)	Annex I.E Table 7 The duly filled in, signed and dated Financial Statements relating to the selection stage using the template in Annex I.E, complemented by the full financial statements for the last three financial years and a statement of turnover relating to the relevant services for this tender for the last three financial years as requested in Table 8 of these Tender Specifications. To be submitted separately by each entity on whose capacity the Tenderer intends to rely for the fulfilment of the Economic and Financial Capacity Criteria.
Selection Criteria – Technical and Professional Capacity	
16)	A section describing (and tracing to the evidence provided) the Tenderer's experience in performing recent and comparable services, as required to fulfil criteria in section 13.4.3 (T1);
17)	A section describing (and tracing to the evidence provided) the experience and language skills of the Tenderer's Contract Manager, as required to fulfil criteria in section 13.4.3 (T2);
18)	13.4.3 A section describing (and tracing to the evidence provided) the experience and language skills of the Tenderer's Service Providers, as required to fulfil criteria in section 13.4.3 (T3);
Other	
19)	Duly written, signed and dated Statement of Compliance (using the template in Annex I.L) to the contractual baseline, i.e. to the Draft Framework Contract, and to the Security Aspects Letter ("SAL") (including the related annexes) – the latter (SAL) is applicable only to LOT 2. Tenderers are informed that their tenders will be assessed, by virtue of the qualitative criterion Q4, on the level of compliance to the contractual baseline and the credibility of the related justifications / quality and consistency of the proposed alternative wording. In all the cases where Tenderers are required to submit their Statement of Compliance, the following rules shall apply: a) The Statement of Compliance shall state the degree of compliance with the relevant provisions/requirements/documents (and related annexes) provided by the Contracting Authority as part of the Invitation to Tender. b) Each Statement of Compliance shall state (alternatively): i. Full compliance ii. Non-compliance iii. Partial compliance Each statement shall be duly justified: • In general terms, within the statement of compliance itself.

Ref. #	ENVELOPE 1 – ADMINISTRATIVE DOCUMENTS
	• By reference to the sections of the Tender where further justifications are developed. c) In case full compliance is stated, Tenderers shall avoid comments, assumptions, and limitations as they will not be taken into account by the Contracting Authority for the evaluation and they shall not apply in case of award. d) In case partial or non-compliance is stated, in addition to the relevant justifications, Tenderers are required to elaborate alternative drafting (including contractual drafting when relevant) reflecting their position in the body text of the document or of its annexes, when relevant. e) Acceptance of a Tender containing reservations, or proposed modifications or amendments is not to be construed as acceptance of these, unless and until such modifications or amendments are confirmed in the contract. Any justification or description included in the Tender, not specifically recalled in the relevant Statements of Compliance will be disregarded and cannot be opposed to the Contracting Authority in the frame of contract execution.

15.7.2 Technical File (ENVELOPE II)

Each Tender shall include a technical file, containing (separate for each lot for which the tenderer participates):

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)	A <u>Technical Proposal</u>, including at least the following: - For both lots: FWC technical proposal, addressing the requirements, specified in section 3.1 and describing the proposed approach to for the implementation of the FWC, including at least – proposed measures and organisation to ensure timely response to Agency’s Request for Specific Contracts or for Deliverables on Demand, approach for the implementation of each FWC tasks, measures to ensure timeliness of the delivery and quality of the deliverable. The FWC technical proposal for Lot 1 shall identify clearly the place/s from which the services shall be performed (Contractor’s premises). - For Lot 1: technical proposals for SC1and SC2, addressing the requirements specified in Annex I. J.1 and I.J.2 Terms of References (ToRs), indicating at least - the level of effort proposed for the production of each deliverable and if it deviates from the indicative level specified in the ToR, and the respective justification - all elements required for the specific contract proposal in Planned Deliverable Mode and Deliverable on Demand mode as per Art. I.3a.2 and I.3b.2, relevant for the technical proposals - For Lot 2: technical proposal for SC1, addressing the requirements specified in Annex I. J.3 Terms of Reference (ToR), indicating at least - the level of effort proposed for the production of each deliverable and if it deviates from the indicative level specified in the ToR, and the respective justification - all elements required for the specific contract proposal in Planned Deliverable Mode and Deliverable on Demand mode as per Art. I.3a.2 and I.3b.2, relevant for the technical proposals <u>Important notes:</u> <i>(1)For the tasks in Planned Deliverable Mode, the Agency has specified in the Terms of Reference the indicative effort to produce each requested deliverable. The Bidders may either base their Specific Contract proposal on this indicative effort, or propose alternative level of effort, whereby in the latter case they have to duly justify it in the specific contract technical proposal. The robustness and the credibility of such justification shall be assessed in the frame of the assessment of qualitative award criterion Q1.</i> <i>(2)For the tasks in Deliverable on Demand Mode, the Agency has specified in the Terms of Reference the effort for the production of the pool of deliverables that may be requested during the specific contract implementation. The Bidders shall base their Specific Contract proposal on this specified effort, and may NOT propose alternative level of effort. Any deviation may lead to rejection of the tender.</i> - One section per each award criterion, subdivided into sub-sections per each subcriterion. Each of these sections and subsections shall include the complete approach related to the respective award criteria and subcriteria with reference to particular sections of the FWC and SCs technical proposals, containing the elements of justification as relevant, such as: - Q1 – all relevant element of the technical proposal, demonstrating the efficiency and adequacy of the proposed tasks implementation, such as description of the proposed procedures and measures for implementation of the framework contract and the specific contract, substantiating and ensuring the
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	compliance to the specific contract schedule (timely delivery of the deliverables), compliance and high quality of the deliverables (e.g. quality checks, internal reviews, quality controls implementation, approach to ensure precise and adequate deliverables production and reporting); analysis of the requirements and identification of key challenges, risk mitigation plans and processes for prompt, effective and cost-efficient problem solving, and sound management of the Service Providers. ○ Q2 – all relevant elements of the technical proposal, demonstrating the quality and adequacy of the proposed organisation for the framework contract and specific contracts implementation – such as description and justification of the proposed organisation and the roles of each entity (as relevant) / Service Provider in it, description of the proposed interfaces with EUSPA during the Framework Contract implementation, explanation how they would ensure the efficiency and timeliness of the coordination and contract management, description and justification of the suitability of the of the dedicated processes / check points, measures guaranteeing the swift processing of requests for Specific Contracts including tasks - in Planned Deliverable mode – such as preparation of committing schedule, and prices for the requested in the Terms of References deliverables in response to the request for the specific contract, organisation for timely submission and invoicing, ensuring compliance with the requirements applicable to the specific contracts tasks compliance) - in Deliverable on Demand mode (e.g. measures for ensuring of swift processing of the request for deliverables, and making available the necessary Service provides for their implementation) ● With regard to the competitive subcontracting requirement as set out under Section 5.2 of these Tender Specifications, Tenderers are required to include, in a dedicated section, a plan describing in detail how they plan to comply with the said requirement. Attention is drawn to the fact that this section will be evaluated according to Qualitative Award Criterion Q3 as per section 13.6.1 of these Tender Specifications. ● With regard to the promotion of the widest and most open participation possible of economic operators and in particular of the participation of start-ups, new entrants and SMEs, as set out under Section 5.2 of these Tender Specifications, Tenderers are required to include, in a dedicated section, a plan describing in detail how they plan to comply with the said requirement. Attention is drawn to the fact that this section will be evaluated according to Qualitative Award Criterion Q3 as per section 13.6.1 of these Tender Specifications. EUSPA reserves the right to evaluate the award criteria and subcriteria only in respect of information provided in such sections and subsections and not to take into account information provided in other parts of the tender, unless clear references are made to them
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	• <u>If relevant</u> – In case the Tenderer envisages the use of AI system(s) / GPAI model(s) the Tenderer shall submit: ○ The identification of the AI tool and the classification whether this is an AI System(s) / GPAI model(s) in accordance with Regulation (EU) 2024/1689. ○ The 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. ○ The identification of the relevant roles (i.e. Provider, Deployer, etc.) with respect to the AI tool in accordance with Regulation (EU) 2024/1689. ○ 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.
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15.7.3 Financial File (ENVELOPE III)

Each Tender shall include a financial file, containing (separate for each lot for which the tenderer participates):

Ref. #	ENVELOPE 3 – FINANCIAL OFFER
(1)	Duly signed and dated Financial Proposal using the template in Annex I.F.1 , including For both Lots FWC Financial proposal, specifying the hourly rates for the administrative service provision (For Lot 1: Specific Contract 1 financial proposal Specific Contract 2 Financial Proposal For Lot 2: Specific Contract 1 financial proposal
(2)	Cost Sheets using the template in Annex I.F.2 for each Lot for the Tenderer and each of the subcontractors. Tenderers are informed that their tenders will be assessed, by virtue of the qualitative criterion, on the credibility and appropriateness of costing.
(3)	Financial proposal summary and Pricing methodology in a separate document for each Lot attached to the Financial Proposal Template, providing: • Description of the overall financial proposal • Financial Assumptions taken. • Pricing methodology/logic to arrive to define Fixed Unit prices, approach and justification of overheads, profit or/and any other financial provision (e.g. for indexation rate) in the proposal.
(4)	Duly filled-in Template on Statistical Reporting using the template in Annex I.K, to be submitted by each economic operator (including core team members and subcontractors) participating in this procurement.

The financial offer must respect the following conditions:

15.7.3.1 Prices

Prices quoted in Annex I.F.1 and Annex I.F.2, must be quoted in euros.

15.7.3.1.1 FWC Proposal

The FWC prices are to be quoted by the bidder in the Annex I.F.1 , tab ‘FWC unit prices’ separately for each lot, for which the bidder participates in the tender.

The Framework Contract Unit prices are firm and fixed and binding for the Tenderer/Contractor throughout the duration of the Framework Contract. The unit prices in the financial offer will constitute the price list for the duration of the FWC, and shall include all costs and expenses which are necessary for performance of one hour of administrative support services.

These costs and expenses are indicatively – the effort for all the tasks (including drawing up quotations and reports, attendance to progress review meetings) necessary for their performance, including:

- All direct costs (e.g. labour cost, travel expenses, daily subsistence allowance - except when the Service Provider is on mission, in which case the provisions of Article I.4 of the FWC apply, and other direct cost as per instruction in Annex I.F.2, such as coordination of suppliers and subcontractors, quality control, etc., strictly related to the performance of the tasks under the contract).

- All overheads (quote part of general costs allocated to the performance of tasks on the basis of general repartition criteria and not directly incurred for the performance of the tasks under the contract).

Categorisation of costs (whether direct or indirect) shall be made and justified by the tenderer in the pricing methodology, having regard to the above-mentioned criteria or by reference, inter alia, to internationally recognised accounting principles, when applicable.

15.7.3.1.2 SCs Proposals

The financial proposals for the specific contracts, for which the Terms of References are provided in Annex I.J.1 and I.J.2 (for Lot 1) and I.J.3 (for Lot 2) are to be provided as per the template for the respective Lot (Anex I.F.1).

When preparing the FWC and SCs financial proposals, the bidders shall observe the instructions provided in the Tender Specifications and in Annex I.F.1.

Overheads and profit shall be applied in a sound and reasonable manner. The Tenderer shall detail the formula/rules for overheads and profit calculation in the **Pricing methodology** document.

Prices are to be quoted firmly in **2026** economic conditions. In the financial proposal and the requested cost sheets, the tender shall consistently indicate the economic conditions of the proposal.

Cost Sheet

The tenderer shall fill and submit to the Contracting Authority, as part of the financial proposal in Annex I.F.2 for each lot, the Cost Sheets for the Prime and each sub-contractor.

These cost sheets shall include the following forms:

1. **Cover page**, with the general information of the entity.
2. **PCS-A1**: to provide basic rates, overheads and general expenses; this form shall be provided only once for each entity.
3. **PCS-A2**: to provide the cost breakdown and total price for the entity for each SC.

Note: The completeness and the quality of the information submitted in the Cost Sheets in Annex I.F.2 for each lot shall be evaluated as part of the qualitative award criterion Q5. In case of inconsistency, incompliance or incompleteness of the submitted cost sheets, a lower number of points shall be attributed at the stage of the technical evaluation.

15.7.3.2 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.

15.7.3.3 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.

15.8 Submission

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

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

15.615.715.615.7Error! Reference source not found.Error! Reference source not found.2.1The Declaration of Honour and the NDU must be signed either electronically with a qualified electronic signature (QES) or signed with blue ink, with the original provided to EUSPA by post mail, express mail, commercial courier or hand-delivery. All other documents which are to be signed according to the Tender Specifications as well as all supporting documents may be provided as scans of the originals. Upon request, the tenderer may be required to provide such originals to EUSPA.

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

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

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

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

15.9 Public opening of the Tenders

2.1<mailto:tenders@euspa.europa.eu>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, specifying the name of the attending

person and the Tenderer (s)he represents. The request shall include the confirmation of submission of the tender (automatically generated by the system when tenders are submitted). The subject of the email shall be: “EUSPA-OP-19-26: 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 , and which have duly submitted the confirmation of submission, will receive 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.

The public part of the opening session will be strictly limited to the following aspects:

- Verification that each Tender has been submitted in accordance with the submission requirement of the call for tenders;
- Announcement of the Tenders received: the names of the Tenderers (all members in the case of a joint Tender) will be announced;

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

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

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

15.10 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.

15.11 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.
- **2.1** 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.
- **2.1** 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.

15.12 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.

15.13 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://euspa.europa.eu](#)). Any request regarding your personal data should be addressed to the data controller responsible for the call for tenders (Head of HR, hrinfo@euspa.europa.eu). You may also contact the Agency's Data Protection officer (DPO) at DPO@euspa.europa.eu. If your request has not been responded to adequately by the data controller and/or DPO, you can lodge a complaint with the European Data Protection Supervisor at edps@edps.europa.eu.

16 Abbreviations and Definitions

Abbreviation	Definition
CDA	Crypto Distribution Authority
CONOPS	Concept of Operations
COTS	Commercial-Off-The-Shelf
CPA	Competent PRS Authority
DPO	Data Protection Officer
DSA	Designated Security Authority
EC	European Commission
EGNOS	European Geostationary Navigation Overlay Service
EU	European Union
EUCI	EU classified information
EUSPA	European Union Agency for the Space Programme
FR	Financial Regulation
FSC	Facility Security Clearance
FUP	Fixed Unit Price
FWC	Framework Contract
GAL	Galileo
GNSS	Global Navigation Satellite System
IPR	Intellectual Property Right
ITT	Invitation To Tender
KO	Kick Off
IF	Identification Form
LSO	Local Security Officer
NDU	Non-Disclosure Undertaking
NSA	National Security Authority
OJ	Official Journal
PRS	Public Regulated Service
PSC	Personal Security Clearance
RCO	Registry Control Officer
REQ	Requirement
RUE	RESTREINT UE/EU RESTRICTED
SAB	Security Accreditation Board
SAL	Security Aspects Letter
SC	Specific Contract
SCES	Specific Contract Evaluation Scenario
SECOPS	Security Operations Procedures
SME	Small and Medium Enterprise
TS	Tender Specifications
VAT	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 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:
Annex I.B	Template Identification Sheet of the Tenderer
Annex I.C	Template Declaration of Honour
Annex I.D.1	Template Joint Bidding Power of Attorney
Annex I.D.2	Template Subcontractor Letter of Intent
Annex I.E	Template Non-Subcontractor Letter of Intent
Annex I.E	Template Financial Statements relating to the Selection Stage
Annex I.F.1 Lot 1	Template Financial Table of Answers (Lot1)
Annex I.F.1 Lot 2	Template Financial Table of Answers (Lot2)
Annex I.F.2 Lot 1	Template Cost Sheets (Lot 2)
Annex I.F.2 Lot 2	Template Cost Sheets (Lot 2)
Annex I.G	Template Non-Disclosure Undertaking (Re-Inforced) and Template Declaration on CIS Accreditation annexed to it
Annex I.H	Criteria for assessment of Participating Conditions, includes three parts: - 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.1	Terms of Reference Lot1 SC1
Annex I.J.2	Terms of Reference Lot1 SC2
Annex I.J.3	Terms of Reference Lot2 SC1
Annex I.K	Template Statistical Reporting
Annex I.L	Template Statement of Compliance
Annex I.M	Draft Framework Contract
Annex I.M.1	Security Convention remote access
Annex I.M.2	Security Aspect Letter
Annex I.R	AI System Risk Classification Form

Table 12: List of Annexes

End of Document