

EUSPA/OP/20/24
"Penetration Testing Support Services"

Annex I to Invitation to Tender

"Tender Specifications"

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1 Overview

The present Tender Specifications, attached to the Invitation to Tender, complement the information contained in the Contract Notice ref.: 683613-2024 with further details on the procurement procedure and scope.

1.1 Contracting Authority

The European Union Agency for the Space Programme (hereinafter referred to as “EUSPA”, “Agency” or “Contracting Authority”) is an agency formed by the European Union to accomplish specific tasks related to the European Union Space Programme and the Union Secure Connectivity Programme.

Further information can be found on the Agency’s website at <https://www.euspa.europa.eu/>. This website contains, inter alia, information about:

- European Union Space programme (<https://www.euspa.europa.eu/european-space/eu-space-programme/what-gnss>);
- Legal framework applicable to EUSPA (<https://www.euspa.europa.eu/about/how-we-work/register-of-documents>).

The Security Accreditation Board (SAB), established within the Agency, is the Security Accreditation Authority for all the components of the Union Space Programme (Regulation (EU) 2021/696) and for the governmental infrastructure and governmental services of the Union Secure Connectivity Programme (Regulation (EU) 2023/588). More information on the SAB can be found on the EUSPA’s website (<https://www.euspa.europa.eu/about/about-euspa/security-accreditation-board>).

1.2 Outline of the tender

Name: EUSPA/OP/20/24 - “Penetration Testing Support Services”

Procedure: **Open procedure** in accordance with Article 167(1)(a) of the Regulation 2024/2509 on the financial rules (hereinafter ‘Financial Regulation’ or ‘FR’)¹ for procurement of services under 2 (two) multiple framework back-up contracts (hereinafter ‘Contract’) in cascade.

Lots: Not applicable.

EUSPA will act as the Contracting Authority for this procedure and will therefore sign the Framework Contract awarded.

1.3 Principles

- Without prejudice to the Statement of Compliance (SoC), to be submitted with their tenders, tenderers are required to accept all the terms and conditions set out in the Invitation to Tender, Tender Specifications and draft Contract. Tenderers are required to waive their own general or

¹

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).

specific terms and conditions. The terms and conditions set out in the Invitation to Tender, Tender Specifications and draft Contract shall be binding on the Tenderer to whom the Contract is awarded for the duration of the Contract.

- When drawing up the tender, the Tenderer should keep the provisions of the Draft Contract in mind.
- The tenderer will have to fulfil the conditions of submission set out in Section 4 of these Tender Specifications.
- Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to rejection of his tender and may result in administrative penalties.
- The Invitation to Tender, its annexes, the draft Contract and any subsequent associated documents to be issued by the Contracting Authority in the course of this procurement process are in no way binding on the Contracting Authority. The Contracting Authority's contractual relationship 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, without tenderers being entitled to claim any compensation.
- 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.
- By submitting a Tender, the Tenderer provides its unconditional and irrevocable consent to the Agency to use any information contained in the tender in legal proceedings related to procurement regardless of the parties involved to the extent as necessary or appropriate for due protection of Agency's rights. Should the Agency use the content of the tender for this purpose, the Tenderer waives any claim for any compensation of any kind whatsoever or any claim related to confidentiality and/or data protection.

1.4 Purpose of the Invitation to Tender

The objective of this Invitation to Tender is to **conclude a multiple framework back-up contracts with maximum 2 (two) Contractors in cascade** (hereinafter referred to separately and/or individually as "the Contract", "Framework Contract", "back-up Framework Contract", "back-up FWC", or "FWC"), with a maximum duration of 36 months, as described in Section 2.2.3, with the following scope:

- **Security assurance support to the SAB Secretariat pertaining to the execution of penetration testing activities.**

Exact description of the tasks is provided in Annex I.J – Framework Terms of Reference.

Where the reference is made to the FWC in these tender specifications, 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.

A framework contract (FWC) establishes a mechanism for future repetitive purchases by the Contracting Authority to be awarded in the form of specific contracts. The signature of a framework contract does not impose an obligation on the Contracting Authority to conclude specific contracts with a framework contractor.

A framework contract with partly overlapping content (to the extent it also covers penetration testing support activities) has already been concluded on 10 July 2024 as a result of the procurement procedure EUSPA/OP/01/23 (hereinafter referred to as the **“Primary Framework Contract”** or **“PFC”**). The present Contract will be implemented (through specific contracts) in the event that the contractor of the Primary Framework Contract is unable to deliver services according to the requirements of PFC (i.e. underperformance, non-performance, default, professional conflicting interest etc.), or if the PFC needs to be suspended or terminated for other reasons.

Specific contracts shall be awarded on the basis of the terms laid down in the framework contract, refined or, in duly justified circumstances, supplemented to reflect the particular circumstances of the specific contract. The details are set out in the draft Contract.

1.5 Change of incumbent contractor

Tenderers are informed that the activities/services constituting the subject matter of this tender are currently performed by an incumbent Contractor based on the PFC (hereinafter “the Primary Contractor”). In case of a change of a contractor, the tenderers shall assess the applicability of the Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as implemented in the relevant national legislation(s). Any risk or impact stemming from the application of the above-mentioned legislation shall be entirely allocated to the Contractor and shall be taken into consideration in the formulation of the offer.

1.6 Applicable legal acts and rules

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

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

- 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). (“Financial Regulation” or “FR”);
- EUSPA Financial Regulation²;
- Regulation (EU) 2021/696 of the European Parliament and of the Council of 28 April 2021 establishing the Union Space Programme and the European Union Agency for the Space

² European GNSS Agency GSA Financial Regulation 2019 adopted by its Administrative Board on 16 August 2019.

Programme and repealing Regulations (EU) No 912/2010, (EU) No 1285/2013 and (EU) No 377/2014 and Decision No 541/2014/EU (hereinafter “the Space Regulation”);

- Regulation (EU) 2023/588 of the European Parliament and the Council of 15 March 2023 establishing the Union Secure Connectivity Programme for the period 2023-2027;
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);
- Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC;
- Council Regulation (EC) No 1049/2001 of 30 May 2001 regarding public access to European Parliament, Council and Commission documents;
- Council Decision (CFSP) 2021/698 of 30 April 2021 on the security of systems and services deployed, operated and used under the Union Space Programme which may affect the security of the Union, and repealing Decision 2014/496/CFSP.
- Commission Decision (EU, Euratom) No. 2015/444 of 13 March 2015 on the security rules for protecting EU classified information;
- Council Decision 2013/488/EU of 23 September 2013 on the security rules for protecting EU classified information. Decision No 1104/2011/EU of the European Parliament and of the Council of 25 October 2011 on the rules for access to the public regulated service provided by the global navigation satellite system established under the Galileo programme;
- The Programme Security Instruction (PSI) concerning European GNSS Programmes always in the latest version (current: Version 4.1 issued by the GNSS Security Board (GNSS SB) dated 26 September 2014);
- The Programme Security Instruction (PSI) concerning GOVSATCOM always in the latest version (current: Version 1.0 issued by the European Commission dated 19 October 2022).

It shall be the contractor’s duty and corresponding sole responsibility to comply and ensure full compliance with all applicable laws at any part of performance under the contract contemplated to be awarded as a result of the current procedure.

1.7 Procurement schedule

Timetable	Date	Comments
Launch of procurement process -submission for publication of Contract Notice to the	8 November 2024	All documents of the Invitation to Tender available at: https://www.euspa.europa.eu/opportunities/procurement

supplement to the Official Journal		
Industry Day	27 November 2024	Indicative – final date will be published on EUSPA website dedicated to the procurement together with further details.
Deadline for submission of the signed Non-Disclosure Undertaking (“NDU”), to access Proprietary Information	11 December 2024 8 January 2025 (recommended)	Details for the request procedure and required documents are provided in section 1.8. Tenderers are advised to submit the signed NDU and accompanying documents sufficiently in advance of the tender submission deadline, in order to have enough time for preparation of their tenders. NDU received less than a week before tender submission deadline may not be processed by EUSPA.
Deadline for requests for clarifications	9 23 January 2025	Requests to be sent in writing only to: tenders@euspa.europa.eu
Last date on which clarifications are issued by EUSPA	11 25 January 2025	All clarifications will be published at the Agency’s procurement website: https://www.euspa.europa.eu/opportunities/procurement Tenderers are encouraged to check EUSPA’s procurement website on a regular basis.
Deadline for submission of tenders	17 31 January 2025	According to conditions of submissions set out in section 4.7.
Opening session and start of evaluation session.	22 January 5 February 2025	At 15:00 CET
Completion of evaluation and award.	28 February March 2025	Estimated
Signature of contract. The estimated date is only indicative; it may be changed and it is not binding for the EUSPA.	31 March 2025	Estimated

1.8 Submission of Non-Disclosure Undertaking (NDU): Access to EU Proprietary Information

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

Before the (advisable) deadline indicated above in section 1.7, the prime Tenderer or the consortium coordinator may request access to the Proprietary Information, which is relevant for drafting the tender. EUSPA will dispatch such information in electronic form only.

For this purpose, the NDU must be signed by the Prime Tenderer or the Consortium Coordinator. The Prime Tenderer or the Consortium Coordinator, with the signing of the NDU, further irrevocably and explicitly declares to ensure that the provisions under the NDU shall apply wholly and unconditionally to any members of the tenderer's Consortium and/or to any of the sub-contractors and any personnel it may draw on for the preparation of the tender.

For this purpose, the Prime Tenderer applicant or the Consortium Coordinator shall submit:

1. NDU using the form attached in Annex I.G.1;
2. Legal Entity Form (the "LEF", see section 4.6.1) and the supporting documents indicated in the LEF;
3. Proof that the person signing the NDU is authorised to represent the Prime Tenderer/Consortium Coordinator.

If possible, Tenderers should submit the documentation only electronically to tenders@euspa.europa.eu. The documents must be signed electronically with a Qualified Electronic Signature (QES) of the Tenderer.

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/#/>).

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

European Union Agency for the Space Programme (EUSPA)
Procurement and Legal Department
Non-Disclosure Undertaking under procurement procedure EUSPA/OP/20/24
Legal and Procurement Department
Janovského 438/2
170 00 Prague 7
Czech Republic

In parallel, the Tenderers shall send the documents specified above to tenders@euspa.europa.eu (including a scan of the blue-ink signed NDU) to allow a faster treatment of the request, together with a proof of dispatch of the originals.

Only entities which, according to the submitted LEF and supporting documents, are established in a Member State of the European Union are eligible to receive Proprietary Information. This does not prejudice the verification of the specific participation conditions subject to section 2.2.1 of the Tender Specifications to be performed separately against the Tenderers. In addition, the Proprietary Information are only available to potential Tenderers or sub-contractors. The Contracting Authority

reserves the right to refuse access to the Proprietary Information to entities which cannot provide sufficient evidence of capability to perform the contract(s).

Before disclosure of Proprietary Information to their subcontractors, Tenderers shall ensure that such subcontractors:

- i. have proven their need to know for the purpose of participation / supporting the Tenderer's tender for the present procurement procedure,
- ii. are bound by provisions equally onerous as those of the NDU signed by the Tenderers, and
- iii. fulfil the conditions of the present Tender Specifications.

EUSPA may request submission of the NDU, signed by the subcontractors for verification.

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

Agreements previously signed by economic operators for access to the Proprietary Information not related to this procurement are not regarded as fulfilling the present requirements for the NDU.

The Proprietary Information mentioned in the Security Aspect Letter (Annex I.H to the present Tender Specifications) and the Tailored Security Classification Guide ("Tailored SCG", Annex I.M to the present Tender Specifications) are subject to NDU. The Programme's SCGs (referenced e.g. in the Tailored SCG) and the COMSEC security instructions (referenced in the PIMP) will not be distributed in the tendering phase.

2 Terms of reference

2.1 Technical terms of reference

In accordance with the administrative and technical support nature of the tender, EUSPA is hereby requesting the provision of on-site and off-site support with tasks as defined in the Framework Terms of Reference (Annex I.J).

2.1.1 Functions and profiles of Contractor personnel

For the performance of their Tasks subject to the Contract, tenderers may choose to make available consultants with the following functions/profiles. With their tender, CVs³ of the personnel proposed by the Tenderer to perform the activities shall be provided to EUSPA for verification of profile compliance.

If the consultant acquires during the Contract implementation experience necessary for a higher profile, the Contractor may request his/her requalification for higher profiles.

³ CVs shall be provided in a searchable format, i.e. like word or searchable .pdf with the exclusion of scanned files, including name and surname.

Function	Profile
F1 - Principal Consultant	Minimum 10 (ten) years of experience in the tasks
F2 - Senior Consultant	Minimum 5 (five) years of experience in the tasks

2.1.1.1 Pool of pentesters – to be proposed with the Tender

Tenderers are requested to submit, with their tender, the profiles of the entire proposed pool of Consultants (pentesters) available to perform the Contract pursuant to section 2.1.1 above. As a minimum, the pool of pentesters shall consist of two teams, each composed of two pentesters, to be available in parallel.

By submitting their tenders, the Tenderers commit to the availability of the proposed personnel (pool of pentesters) throughout the duration of the Contract, without prejudice to the possibility to change consultants pursuant to section 2.1.8 below and the relevant provisions of the draft Contract.

The Tenderers also commit to the security requirements applicable to the personnel pursuant to section 2.2.4 below. In particular, each of the proposed consultants providing the tasks (pentesters) shall have a valid Personal Security Clearance at the SECRET UE/EU SECRET level, to be evidenced pursuant to section 2.2.4.4 below and to be maintained throughout the duration of the Contract. Profiles not associated with a valid Personal Security Clearance will not be considered.

Please note that the quality and adequacy of the entire proposed pool of pentesters (in terms of their qualifications, abilities and experience relevant for the performance of the subject-matter of the Contract) will be evaluated by virtue of the qualitative award criterion Q3.

2.1.2 Deliverables

The deliverables to be supplied during the execution of the FWCs may include (not exhaustive list):

- Technical reports whose content is within the scope of the specific technical terms of reference that will be further specified in specific contracts,
- Justified comments addressing findings after review of security accreditation documentation including justified proposals how to address such findings,
- Progress reports (quarterly, ad hoc, final) as defined in the relevant specific contracts,
- Timesheets according to format approved by the EUSPA,
- Updated list of the documents received from the EUSPA or transmitted to the EUSPA.

And upon request by the Contracting Authority:

- Presentations,
- Minutes of meetings,
- Other specific deliverables related to the execution of the tasks defined in each request for service/Task Request.

Unless otherwise specified by EUSPA, for each task, the Contractor shall deliver an electronic copy of each deliverable with all relevant data. EUSPA may request that the Contractor also submits a paper copy of the final versions of the deliverable and annexes.

EUSPA may publish or release to third parties the results of the activities performed under the FWC and specific contracts. For this purpose, the Contractor must ensure that there are no restrictions based on confidentiality and/or intellectual property rights imposed by third parties. Should the Contractor intend to use data or rights that cannot be published, such limitation must be explicitly mentioned in the offer.

EUCI deliveries

Deliverables that are marked as EUCI need to be delivered in compliance with the SAL (Annex I.H to the Tender Specifications) and in accordance with guidelines provided by the Contracting Authority Registry Control Officer (RCO) with respect to the RESTREINT UE/EU RESTRICTED (R-UE/EU-R), CONFIDENTIEL UE/EU CONFIDENTIAL (CUE/EU-C), and SECRET UE/EU SECRET (S-UE/EU-S) deliverables.

2.1.3 Place of performance

The Place of performance of the FWC will be mainly EUSPA's headquarters in Prague. Outside EUSPA headquarters, the FWC is also expected to be performed on contractor's premises⁴ and on other sites determined by EUSPA, mainly located in EU member states (primarily Italy, Germany, France, Spain), and occasionally in non-EU member states. Other locations may be requested by EUSPA.

2.1.4 Simulation exercise

The aim of the Simulation Exercise specified in the Framework Terms of Reference (Annex I.J) is to provide the tenderers with an overview of the type of activities they may be requested to perform under the FWC. The Simulation Exercise further constitutes a likely common scenario for the implementation of the FWC through specific contracts for individual tasks. Accordingly, the Simulation Exercise will serve as a common scenario against which the quality and the price of the submitted tenders will be evaluated. The Simulation Exercise is available in the Framework Terms of Reference (Annex I.J).

The Tenderers are requested to submit, with their tenders, the input requested for the Simulation Exercise. The Simulation Exercise has been designed to obtain the tenderers' offers to perform an indicative set of tasks they may be asked to perform under the FWC, based on the tasks described in the Invitation to Tender and its respective Annexes. The specific needs of the Contracting Authority may evolve and thus the Simulation Exercise should be mainly considered for evaluation purposes.

⁴ EUCI above level RESTREINT UE/EU RESTRICTED will not be handled at Contractor's premises. For more information please see Section 2.2.4.4.

Nevertheless, should at the time of placing a specific contract the assumptions, terms and conditions according to which the scenario in the Simulation Exercise has been developed, not be subject to changes, the Tenderer's offer for the scenario in the Simulation Exercise shall be considered binding and enforceable.

The quality and adequacy of the pentest plan as reply to the Simulation Exercise will be evaluated by virtue of the qualitative award criterion Q1.

The specific contracts may follow the requirements expressed in the Simulation Exercise with the possibility of down- or upward adjustments which the Contractor shall accommodate with respective corresponding adjustments of the offered price, fully supported by the increased / decreased effort and based on its quotations under the submitted Financial Tables of Answers (template in Annex I.F) as forming part of its tender.

2.1.5 Resource estimation / allocation

For the scenario in the Simulation Exercise, the Tenderer shall identify in its tender a suitable team, among the profiles proposed in the pool of pentesters (see above in section 2.1.1.1), to execute each task / deliverable and shall provide the associated work breakdown and schedule. The Tenderer shall also provide the envisaged effort in terms of workload. The adequacy of the proposed team (in terms of the proposed allocation of resources⁵) and quality and adequacy of organisation (work breakdown, schedule, and proposed effort) for the execution of the Simulation Exercise will be evaluated by virtue of the qualitative award criterion Q2.

At a specific contract implementation level, the contractor's project manager shall identify a suitable team to execute each task, provide the work breakdown, schedule, location and the associated envisaged effort in terms of workload (unless any of the preceding is explicitly defined by EUSPA in the Specific Contract Terms of Reference). EUSPA will assess the team composition, work breakdown, schedule, and proposed effort and confirm them, if deemed acceptable.

In some cases, the above parameters (suitable team, envisaged effort, etc.) will be determined by EUSPA if so required by the nature of the tasks and/or organisational or other reasons, at EUSPA's sole discretion.

The contractor shall then deploy the confirmed team in accordance with the confirmed schedule and work on the tasks until the respective deliverables are duly provided to the EUSPA.

⁵ Please note that here, the adequacy of resource allocation will be evaluated as part of the qualitative award criterion Q2. The quality and adequacy of the proposed pool of pentesters (in terms of their qualifications, abilities and experience relevant for the performance of the subject-matter of the Contract) will be evaluated by virtue of the qualitative award criterion Q3.

Some tasks may require resources that are variable in comparison to the initial task definition presented in the Specific Contract. This may be due to the complexity of the target of evaluation or of the scope of the service of expertise required. In such a case, EUSPA will adjust, in respect of the total budget of the Specific Contract, the number of man-days or profiles required in order to adjust the task duration.

2.1.6 Task definition and costs

Under each specific contract in the context of the current FWC, EUSPA shall activate tasks over the duration of the specific contract by issuing a Task Request that is sent via e-mail to the Contractor's formal point of contact.

In the frame of a specific contract implementation, EUSPA shall issue Task Request(s) to the Contractor, where it shall define specific activities / scope needed. Upon receipt of a Task Request from EUSPA, within a mutually agreed time (defaulting to five (5) working days), the Contractor shall send (via e-mail) to EUSPA an offer for the tasks defined in the Task Request. EUSPA will accept or reject this offer by e-mail sent in reply to the Contractor. Subsequent adjustments (e.g. the number of meetings and their location, duration and resources involved) may be made after agreement between the parties in writing (via exchange of e-mails). The Contractor shall not start the implementation of the required services before the e-mail approval by EUSPA of the Contractor's offer. For avoidance of doubt, such requests / approvals shall be issued by the respective project manager, identified in the respective specific contract.

2.1.7 Quality and acceptance

EUSPA will assess the completion of tasks by comparing the quality and coverage of the deliverables against the requirements specified in the specific contract. Details will be included in each specific contract.

2.1.8 Resource availability and change of consultants

The Contractor shall endeavour to provide consistency in the personnel assigned to the tasks under the specific contracts (consultants) and to reduce turnover of his personnel, subject to ensuring avoidance of any professional conflicting interests. Should the contractor not be able to comply with this requirement, it must:

- provide a justification,
- provide personnel sufficiently knowledgeable in the domain covering the tasks defined in the Framework Terms of Reference, and
- define measures to be applied to ensure that the quality of the services provided to EUSPA is not affected.

The Contractor may request change of personnel in duly justified circumstances (e.g. resignation of the personnel). Any change must be approved by an exchange of letters between the project officer

of the Contractor and project officer of EUSPA. The Contracting Authority reserves the right to reject a proposed replacement.

EUSPA may request additional consultants or request additional tasks within the scope and the total amount of each specific contract. Similarly, EUSPA may decide to reprioritise, cancel or suspend any task depending on its needs. The Contractor may invoice only tasks which were effectively performed in agreement with EUSPA.

EUSPA may also request the change of consultants if the quality of their performance is not satisfactory or it is not in line with other requirements of the Contract.

2.1.9 Specific technical terms of reference including the simulation exercises

Provided in the Framework Terms of Reference in Annex I.J.

2.1.10 Quality performance assessment

Activities carried out under the FWC shall meet the highest professional standards and include:

- Effective project management: seeking agreement on objectives, resources, timing and deliverables, adjusting them when needed.
- Compliance with the schedule of execution of deliverables.
- Reliable and efficient document management.
- Transparent reporting: any technical deviation (such as a change of resource, scope, schedule, planning) or administrative deviation (such as a change of legal representative, address, bank details, contact person, composition of consortium and/or of subcontracting) must be immediately reported to EUSPA.
- Monthly or quarterly reporting as requested by EUSPA. To this end, and unless otherwise agreed, regular meetings may be organised via teleconference or at EUSPA premises.
- Capacity of the Contractor to react quickly to replace consultants deemed to be providing an unsatisfactory output (in principle within one month from notification of EUSPA's request).

2.1.11 File management

The Contractor shall ensure soft and hard copy management of files attributed to the Contractor and ensure periodic transfer of this data to EUSPA.

Access to EUSPA's internal databases and software (such as an intranet, internal functional mailboxes) is not planned to be granted to the Contractor's personnel. However, EUSPA keeps at its discretion the possibility to grant such an access, and it may require that the consultants use these tools.

The Contractor's personnel shall be able to use any tool that EUSPA is using for file management.

2.2 Legal and contractual terms of reference

2.2.1 Participation conditions

2.2.1.1 Participation conditions for Tenderers (prime contractors, Core Team and subcontractors)

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

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

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

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

The document entitled "Criteria for Assessment of Participating Conditions" available in Annex I.K - Part 1 describes the information to be provided by the candidates/tenderers (including prime contractors, Core Team and subcontractors) 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 taken into account by the Contracting Authority and the competent evaluation boards to assess the situation of dominant influence are contained in Annex I.K – Part 3.

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

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 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.

2.2.1.2 Participation conditions for prime contractors, Core Team members and no-core subcontractors, involved in security sensitive – no waiver

Due to the security dimension and essential interests related to the activities under the Contract, the Contracting Authority will not accept requests for waiver of the conditions laid down in points a), b) and c) of paragraph 2.2.1.1 above for either prime contractors, core team members and subcontractors involved in security sensitive activities.

2.2.1.3 Participation conditions for subcontractors not involved in security sensitive activities

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

Article 179 of Financial Regulation shall apply for the participation in all other subcontractors that do not carry out activities where it is deemed necessary and appropriate to preserve the security, integrity and resilience of the operational systems of the European Union (defined as the activities not requiring access to EU Classified Information, including for commercial of the shelves hardware and software).

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

In accordance to the Council Implementing Decision (EU) 2022/2506 adopted on 15 December 2022 on measures for the protection of the Union budget against breaches of the principles of the rule of law in Hungary it's been established that, where Union budget is implemented in direct or indirect

management pursuant to of Article 62(1) points (a) and (c) of Regulation (EU, Euratom) 2018/1046, no legal commitments shall be entered into with any public interest trust established on the basis of the Hungarian Act IX of 2021 (or any other entity maintained by such a public interest trust).

2.2.1.5 Participant Register

Any economic operator willing to submit a tender for this call for tenders 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).

On 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, Legal Entity Appointed Representative \(LEAR\) 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.

2.2.1.6 Participation of the Contractor awarded the Contract EUSPA/OP/01/23

Due to the nature of this FWC, which is intended as a back-up contract for the contract EUSPA/OP/01/23, the Contractor awarded the Contract EUSPA/OP/01/23 cannot participate in this procedure.

2.2.2 Ceiling volume of the contract

The estimated maximum budget for the whole duration of the FWC including extensions is: 2,550,000.00 EUR (two million five hundred fifty thousand euros.). This budget is only indicative and does not represent any commitment on behalf of EUSPA.

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

2.2.3 Duration

The applicable terms and conditions on duration of this FWC are defined in the draft Contract (Annex II of the Invitation to Tender).

2.2.4 Compliance with internal rules, professional conflicting interest, security requirements and confidentiality

2.2.4.1 Compliance with EUSPA internal rules

The Contractor shall ensure that its personnel follow any internal rules laid down by the Agency for anyone entering into or staying in the premises of EUSPA. Such rules include in particular security rules and rules related to health and safety. These rules may evolve in future. Any such rules will be provided to the Contractor. They can be provided to the tenderers during the tender procedure upon their request.

2.2.4.2 Conflicting Professional Interest

In general, Tenderers shall draw their attention to the applicable provisions of the draft Contract (in particular Article II.4).

2.2.4.2.1 Conflicting Professional Interest of the Contractor

At the time of submission of the tender and during the term of the FWC, the economic operators involved shall not be in any situation that could compromise the impartial and objective performance of the FWC and the specific contracts. For this purpose, all economic operators (including subcontractors) shall at the time of the tender:

- i. either confirm their absence of professional conflicting interest, or
- ii. substantiate the potential, perceived or actual professional conflicting interest which may negatively affect the performance of the Contract.

For either (i) or (ii) point above, the Tenderers must provide a comprehensive analysis and justification, with at least the following information:

- a) statement of absence of Conflict of Interests, justified with a reference to the previous and/or current involvement in the design, development, deployment or operation of the space programmes in scope (i.e. Galileo, EGNOS, SSA, Copernicus, GovSatCom and government infrastructure of Secure Connectivity) in activities which may have as a result that impartial and objective performance of the present FWC may be compromised

- b) presentation of the rules on conflict of interest, including the professional ethics rules to be applicable to the Tenderer for the FWC implementation;
- c) description of operational structure and mechanisms for monitoring, preventing and resolving conflicting interests proposed to be implemented and followed during the execution of the FWC which mitigate or eliminate the potential, perceived or actual conflicting professional interests. Under this requirement, the Tenderer shall provide an effective and convincing concept to ensure that the respective entity/-ies, including the individuals belonging to it/them, are in a position to work independently in relation to its/their tasks performed in other space projects, more particularly in Galileo, EGNOS, SSA, Copernicus, GovSatCom, and government infrastructure of Secure Connectivity.

Compliance with this requirement will be assessed under selection criterion L4 (section 3.2.1).

The Contractor must notify the contracting authority in writing as soon as possible of any situation that could constitute a conflict of interest or a professional conflicting interest during the implementation of the FWC and immediately take action to rectify the situation pursuant to the provisions of the draft Contract.

2.2.4.2.2 Conflicting Professional Interest of the Personnel

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

2.2.4.3 Confidentiality Requirements

The applicable terms and conditions on confidentiality requirements are defined in the draft Contract (Annex II of the Invitation to Tender).

2.2.4.4 Personal Security Clearance

Any person, across any of the economic operators involved (including subcontractors), planned to access classified information above RESTREINT UE/EU RESTRICTED under the respective contract (i.e. as a bare minimum the four consultants that are part of the two pentester teams as required in section 2.1.1.1 above) shall have, **at the moment of submission of the tender**, a Personal Security Clearance (**PSC**) at the SECRET UE/EU SECRET level issued by the national security

authority of an EU Member State, to be maintained throughout the duration of the respective contract.

It is not required for the tenderers to hold a Facility Security Clearance as EUCI above RESTREINT UE/EU RESTRICTED will not be handled at Contractor's premises (such EUCI will only be handled at EUSPA premises).⁶ However, please bear in mind that national security authorities of some Member States require companies to hold a Facility Security Clearance before releasing PSC for their staff.

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

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

Compliance with this requirement will be assessed under selection criterion L5 (section 3.2.1).

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

Please note that all the consultants providing the tasks (pentesters) are expected to handle EUCI at S-UE/EU-S level. Therefore, each profile proposed for the pool of pentesters (see above section 2.1.1.1) shall be accompanied by a valid PSC and evidenced as described above. Please note that profiles not accompanied by a valid PSC will not be considered for the evaluation of the proposed pool.

2.2.4.5 Local Security Officer

All economic operators (including subcontractors) planned to handle classified information at the level of RESTREINT UE/EU RESTRICTED (or above) under the FWC, must have, **at the moment of**

⁶ This is without prejudice to the need of tenderer's CIS to be accredited for electronic handling of RESTREINT UE/EU RESTRICTED in accordance with Section 2.2.4.6.

submission of the tender, appointed a Local Security Officer (**LSO**), to be maintained throughout the duration of the FWC. To this effect, tenderers shall provide the name(s) of the appointed LSO(s) as part of their tender: There is no specific format or template for the evidence to be submitted for the appointment of the Tenderer's LSO. A supporting statement from the parent NSA/DSA will be considered in absence of other proof.

The appointment of the LSO will be assessed under the selection criterion L3 (section 3.2.1 of the Tender Specifications).

2.2.4.6 CIS Accreditation, Security Aspects Letter

Each economic operator (including all members of consortium and subcontractors) must submit, at the moment of submission of the tender, its Statement of Compliance to the Security Aspects Letter (referred to as "SAL" – Annex I.H of the Tender Specifications) including the submission of the embedded Declaration on CIS Accreditation and provide evidence of compliance, if so requested by the Contracting Authority. Any non-compliance or partial compliance must be explained and justified, and the level of compliance committed to be reached shall be indicated. Any classified information should be treated according to the relevant PSI(s) as defined in the SAL (Annex I.H to the Tender Specifications).

The level of stated compliance to the SAL and relevance of justifications, where applicable, will be assessed as part of the qualitative award criterion Q5 (section 3.4.1).

When submitting the Statement of Compliance to the Security Aspects Letter, each economic operator (all members of consortium and subcontractors) shall also indicate the maximum classification level it is planned to handle in the performance of the activities under its responsibility.

All economic operators handling classified information at the level of RESTREINT UE/EU RESTRICTED under the FWC, must have their communication and information system and related interconnections (**CIS**) accredited at the corresponding level. The accreditation shall be valid throughout the duration of the FWC.

2.2.4.7 Security Requirements

The personnel of the Contractor providing the services shall follow any security rules as may be set by the Agency for anyone entering into or staying in the premises of EUSPA. Such rules will be provided to the Contractor.

2.2.4.8 Specific conditions for PRS-related activities

In addition to the above conditions, all economic operators involved in activities requiring access to PRS information have to comply with the requirements of the PRS decision. For this purpose, they must have an authorisation by the Security Accreditation Board of the EU Space Programme (SAB)

and their national Competent PRS Authority (CPA) which shall be maintained throughout the duration of the FWC. This requirement *a priori* applies to all economic operators participating in the procurement except if they demonstrate not having the need to know and thus no need to access PRS information for the performance of their tasks under the FWC.

In this respect, please note that economic operators whose personnel will carry out the tasks subject to the FWC **will need to access PRS** information corresponding to **PRS Support Category** and the associated PRS SAB authorisation is thus required for any entity whose personnel will carry out the tasks.

All economic operators concerned are thus required to submit with the tender:

- i. official documentary evidence proving at least one PRS SAB authorisation of the entity in the **PRS Support Category**, or a written proof that:
 1. at the moment of the submission of the Tender, the entity has submitted a request for PRS SAB authorisation for the **PRS Support Category** (asking its respective national CPA to submit a request for a PRS SAB authorisation)⁷; and
 2. by the time of the award, it has received the authorisation for the **PRS Support Category** by the Security Accreditation Board.

Important Notes: Failure to provide the written confirmation may lead to exclusion from the procurement process. Tenderers must have the process of PRS SAB authorisation completed by the time of the award.

- ii. PRS information Management Plan (PIMP), which follows the EUSPA template (Annex I.N) establishing the responsibilities of the tenderers (including consortium members and subcontractors) for the management of the PRS information, how the need to know of the persons entitled to access information in each PRS category is managed (including an organisation chart clearly showing the units within the organisation and naming natural persons who may require access to classified PRS information), how PRS documents are marked, handled, transmitted within the candidate (including consortium members and subcontractors), with the Contracting Authority and with third parties inside or outside the EU.

During the implementation of FWC, EUSPA may require that the Contractor is authorised by the Security Accreditation Board for another PRS category when it will be necessary for performance of some tasks. In this case, the Contractor shall trigger immediately upon the request the process in

⁷ In such case, the entity shall provide, together with the tender, written confirmation from the CPA that the request to the SAB was submitted or is in the process of being submitted.

order to receive the respective authorisation(s) as verified by the CPA of the Member State that the Contractor is established.

2.2.4.9 Specific conditions for crypto-related activities

In addition to the above conditions, any economic operator in charge of activities requiring access to CRYPTO information, shall demonstrate that it may access such information indicated under criterion L7 (section 3.2.1). For this purpose, at least two persons among the Tenderer / Consortium Members / Subcontractors, whose personnel will handle CRYPTO information under the Contract, shall possess, **at the moment of submission of the tender**, a valid CRYPTO authorisation to be maintained throughout the duration of the FWC.

The possession of the CRYPTO authorisation shall be evidenced to EUSPA as follows:

1. Submission of an official documentation proving CRYPTO authorisation certificate,
or
2. Submission of a duly signed and dated statement from the entity's LSO, indicating available CRYPTO authorization certificate, its expiration date and any limitation which may be relevant for the use under the Contract to be awarded, or proving that the entity is in the process of acquiring it, in which case such process shall be achieved before the award,
or
3. in case the abovementioned documentation cannot be presented (i.e. due to security applicable rules) or exceptional circumstances, submission of a detailed explanation accompanied by relevant proof, justifying the reasons why these documents cannot be provided.

Compliance with this requirement will be assessed under selection criterion L7 (section 3.2.1).

In case the official documentation proving the possession of the CRYPTO authorisation is not submitted with the tender, it shall be delivered to EUSPA, at the latest, before awarding the contract. Failing the submission of the official documentation within the deadline indicated by EUSPA will lead to the rejection of the tenderer, unless duly justified as per item 3) above.

2.2.5 Core Team and Industrial organisation of tenderer

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

The description shall include the role and responsibilities of the respective entities for the purpose of this procurement as well as a description of the Group⁸ to which they belong.

Tenderers shall prove that they will have at their disposal the resources necessary for the performance of the Contract by providing:

- Power of Attorney for consortium members (Annex I.C);
- Letter of Intent (Annex I.D) on the part of every entity on whose resources it relies in order to fulfil the selection criteria, confirming the latter's irrevocable undertaking to make such resources available to the tender in case of being awarded the Contract.

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

2.2.6 Subcontracting

2.2.6.1 General principles

- i. The Tenderer may call on subcontractors to perform part of the contract and to fulfil selection criteria. However, subcontracting shall not relieve the eventual Contractor from its obligations under the FWC. In this respect, the Contractor shall remain the sole person legally and financially responsible vis-à-vis the Contracting Authority.
- ii. When subcontracting, Tenderers shall ensure the subcontractors' compliance with the exclusion criteria set out in the present Tender Specifications. **Tenderers shall provide the subcontractor's Declaration of Honour, as provided in section 3.1.** Regarding the subcontractors' compliance with the selection criteria, attention is drawn to the Important Note at the end of Section 3.2.
- iii. Third parties from which Commercial Off-the Shelf (COTS) products are procured for the purpose of this FWC shall not be considered subcontractors except for the purpose of demonstrating compliance to the requirements related to subcontracting shares set under the paragraph below, unless such COTS are used or present elements of connection with security relevant activities⁹ or they are part of the Core Team. In such latter case, if so requested by the Contracting Authority, the Tenderer shall have to prove the compliance of

⁸ For the purpose of this requirement the expression "Group" is meant to encompass i) the entity or the group of entities acting as a Tenderer, ii) the entity/entities to which the Tenderer or any of the members of the group acting as Tenderer is affiliated, iii) the entities affiliated to the Tenderer or to any of the members of the group acting as Tenderer. An entity shall be deemed affiliated to the Tenderer or any of the members of the group acting as Tenderer if their links fall within the scope of article 22 of Directive 2013/34/EU, of 26 June 2013.

⁹ COTS used merely as tools for production / processing of EU Classified Information not contributing / having particular role in their content elaboration / processing / protection from unauthorised access shall not be considered having security implications (text editing programmes, paper, printing equipment, etc.).

these subcontractors to the participation conditions and all other requirements set in the tender specifications, applicable to subcontractors. In any case, the Tenderer shall present a list of such third parties / COTS product for verification by the Contracting Authority.

- iv. Where no subcontracting is indicated in the tender, the work will be assumed to be carried out directly by the Tenderer.
- v. Any change in subcontracting during the procurement procedure (i.e., after the submission deadline and before contract signature) is not permitted unless specifically authorised in writing by EUSPA as per below.
- vi. If the Tenderer requests that a subcontractor be removed or replaced, then the Contracting Authority must verify the following conditions:
 - 1. whether the new subcontractor (if any) is not in an exclusion situation;
 - 2. whether the new subcontractor (if any) fulfils the applicable participation conditions (see section 2.2.1);
 - 3. whether the Tenderer still fulfils the selection criteria with the new subcontractor, if any, (see section 3.2) compared to the tender originally submitted and whether the new subcontractor fulfils the selection criteria applicable to it, if any;
 - 4. whether the new subcontractor is not subject to restrictive measures;
 - 5. whether the change in subcontracting does not entail a substantial change in the tender. This condition is met as long as:
 - (a) all the tasks assigned to the former subcontractor are taken over by another entity involved (a new subcontractor or a member of the Consortium or the sole tenderer itself, subject to relevant aforementioned conditions);
 - (b) the change in subcontracting does not make the tender non-compliant with the Tender Specifications;
 - (c) the change in subcontracting does not modify the evaluation of award criteria of the tender as originally submitted.
- vii. In the case where, during the procurement procedure, a subcontractor is affected by an exclusion situation or is rejected due to failure to compliance with selection criteria, the Authorising Officer shall:
 - 1. notify the exclusion or rejection to the Tenderer;
 - 2. request whether and by whom all the tasks assigned to the excluded or rejected entity are taken over (it may be a new subcontractor or a member of the Consortium or the sole tenderer itself);
 - 3. inform about the applicable conditions, as per above.

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

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

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

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

2.2.6.2 Supply Chain

According to Article 17 (1) of the Space Regulation, the EUSPA intends to promote the widest and most open participation possible by economic operators, in particular start-ups, new entrants and SMEs. On this basis and for the purposes of Article 17 of the Space Regulation, as will be set out in the draft Framework Contract, the Contractor shall have to achieve, in the course of the execution of the contract, a minimum **10% share of subcontracting to be awarded in competitive tendering** outside the Group¹⁰. Any derogations from this requirement in the tender or the implementation of the Contract must be justified in line with Article 17 (2) of the Space Regulation.

The Tenderer shall provide in its offer a detailed plan on how to achieve the abovementioned target and the relevant milestones, or, where applicable, justifications for the derogations.

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

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

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

- Fair competition & equality of treatment,

¹⁰ For the purpose of this requirement the expression "group" is meant to encompass i) the entity or the group of entities acting as a tenderer, ii) the entity /entities to which the tenderer or any of the members of the group acting as tenderer is affiliated, iii) the entities affiliated to the tenderer or to any of the members of the group acting as tenderer. An entity shall be deemed affiliated to the tenderer or any of the members of the group acting as tenderer if their links fall within the scope of article 22 of Directive 2013/34/EU, of 26 June 2013

- 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 tender process.

The Tenderer shall clearly indicate in its Tender:

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

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

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

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

Tenderers may at any time after tender submission or during contract execution be requested to submit supporting evidence of their application of competitive tendering for the selection of subcontractors and their compliance with the principles established above. In addition, contractors can be subject to possible auditing according to the FWC. In the evaluation, particular attention will be paid by EUSPA to the approach proposed by the Contractor for the management of its subcontractors.

2.2.7 Participation of consortia

Consortia may submit a joint tender on the condition that they comply with the rules of competition.

Consortia may submit a tender on the condition that their joint bid does not result in the restriction or elimination of competition. For detailed information regarding the applicable competition law principles, tenderers are invited to consult the Commission's Horizontal Guidelines¹¹ („Guidelines“).

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

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

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

- 1) none of the consortium members could have delivered the contract individually, and
- 2) the participation of all members is necessary to deliver the contract.

Or, failing that, why the joint bid (cumulatively):¹⁴

- 1) 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
- 2) is indispensable, and
- 3) 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.

A consortium may be a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure.

Such consortium must specify the company or person heading the project (the leader). All members of the consortium must sign a power of attorney authorizing the leader to submit a tender on behalf

¹¹ Communication from the Commission – Guidelines on the applicability of Article 101 of the Treaty on the Functioning of the European Union to horizontal co-operation agreements, available at: https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.C_.2023.259.01.0001.01.ENG

¹² See points 352 to 357 of the Guidelines.

¹³ See point 358 and 359 of the Guidelines.

¹⁴ See point 358 of the Guidelines.

of the consortium, as well as to act in connection with all relevant questions, clarification requests, notifications, etc. that may be received during the evaluation, award and until the contract signature, to sign the contract should the joint tender be successful and to represent the consortium for any contract execution issue, including amendments of FWC. The template of this power of attorney is provided in Annex I.C.

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

Each member of the consortium must provide the required evidence for the exclusion and selection criteria (see **sections 3.1 and 3.2** below). Concerning the selection criteria “economic and financial capacity” as well as “technical and professional capacity”, the evidence provided by each member of the consortium will be assessed to ensure that the consortium as a whole fulfils the criteria.

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

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

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

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

In cases where the proposed change depends on a Consortium member who:

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

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

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

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

2.2.8 Intellectual property rights

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

2.2.9 Terms of payment

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

2.2.10 Applicable law – jurisdiction

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

2.2.11 Liability

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

2.2.12 Language of the FWC

English shall be the working language of the FWC including all correspondence with EUSPA. Therefore, all proposed personnel should have an appropriate level of English as detailed in Minimum Requirements (see relevant criteria in section 3.3).

EUSPA reserves the right to request certificates issued by an officially recognised institution or equivalent proof of knowledge of English.

2.2.13 Working conditions of the contractor's personnel

Working conditions of the contractor's personnel are defined in the draft FWC contract (Annex II to the Invitation to Tender).

3 Assessment of tenders

The evaluation of the tenders will be based solely on the information provided therein. It involves the following:

1. Check if the tenderer is not subject to restrictive measures and has access to procurement (see Section 3.1.1);

2. Verification of administrative compliance (if the tender is drawn up in one of the official EU languages and the required documents signed by duly authorised representative(s) of the tenderer);
3. Verification of **non-exclusion** of tenderers on the basis of the exclusion criteria;
4. Selection of tenderers on the basis of **selection criteria**;
5. Verification of compliance with the **minimum requirements**;
6. Evaluation of tenders on the basis of the **award criteria**.

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

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

If the evaluation of one or more elements demonstrates that there are grounds for rejection, the tender may 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.

The evaluation will be based on the information and evidence provided in the submitted tender and, if applicable, on additional information and evidence provided at the request of the Contracting Authority during the procedure. If any of the declarations or information provided proves to be false, the Contracting Authority may impose administrative sanctions (exclusion or financial penalties) on the entity providing the false declarations/information.

For the purposes of the evaluation related to exclusion and selection criteria, EUSPA may also refer to publicly available information, in particular evidence that it can access on a national database free of charge.

In order to demonstrate compliance with exclusion criteria, selection criteria and minimum requirements, the tenderers must sign the declaration of honour duly completed, signed and dated (Annex I.B to this document). In case of consortia or subcontracting, each member of the consortium and/or each subcontractor must provide a declaration of honour and submit documentary evidence.

3.1 Exclusion criteria

The tenderer shall not be in any exclusion situation described in the Financial Regulation and the Declaration of Honour (Annex I.B.).

Participation in this tender is only open to tenderers (all entities involved, including subcontractors) who will be able to sign the Declaration of Honour (Annex I.B.). Failure to do so will lead to exclusion from the procurement process.

Supporting evidence requested as part of the declaration of honour shall be submitted with the tender (all core team members and subcontractors whose contribution exceeds the contribution level of 10%). If the tenderer already submitted the supporting evidence for the purpose of another

procedure administered by the Agency (to be identified by the tenderer), its issuing date is not more than one (1) year before the tender submission and it is still valid, the tenderer 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>

3.1.1 EU Restrictive Measures

The Tenderer shall provide a statement in the Cover Letter of their tender (on its behalf and on behalf of its subcontractors, Core Team or not) guaranteeing that the Tenderer, and its subcontractors and respective relevant persons¹⁵ are not a Restricted Person and do not fall under the scope of EU Restrictive Measures in the list published at www.sanctionsmap.eu. In case of discrepancies between 'sanctionsmap.eu' and the restrictive measures published in Official Journal of the EU, the latter prevails.

For any subcontractors not yet known at the time of the tender submission, the fulfilment of this criteria needs to be evidenced upon the Tenderer's proposal of the said subcontractor.

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

Please see also Declaration of Honour (Annex I.B, section 4) to be provided completed and duly signed by all Tenderers and Subcontractors – Core Team or not.

3.2 Selection criteria

Tenderers must have the capacity below to perform the tasks.

In accordance with point 18.6 of Annex I FR, the candidate may, where appropriate, rely on the capacities of other entities. In such case, the candidate must prove that it has at its disposal the resources necessary for the performance of the contract by producing a commitment by those entities to that effect. The candidate must comply with all the conditions laid down in point 18.6 of Annex I FR.

The tenderer who intends to rely on the capacities of subcontractors must indicate the proportion of the contract that it intends to subcontract.

The supporting evidence, which must be provided in the tender, are indicated in the column "to be evidenced by" in the tables below. If the tenderer already submitted the supporting evidence for the purpose of another procedure administered by the Agency for any of the criteria specified below (to be identified by the tenderer), provided it is still valid, the tenderer may instead of submitting the

¹⁵ Respective relevant persons mean the natural or legal persons indicated in section 4 of the Declaration of Honour (Annex I.B)

evidence again declare on its honour that the documentary evidence has already been provided and confirm that no changes have occurred in its situation.

3.2.1 Legal and regulatory capacity

Ref. #	Legal and regulatory capacity criteria	To be evidenced by:	Applicable to:
L1.	General requirement The tenderer must be authorized to perform the Contract under national law.	A duly filled in and signed Legal Entity Form ¹⁶ alongside a copy of the trade or professional register excerpt of the entity and the supporting documents required in the form, i.e. copy of the value added tax (VAT) registration document . When the tenderer has already provided the Legal Entity Form and the supporting documents for the signature of the NDU, it may provide only a reference to those in its offer.	All economic operators (including subcontractors).
L2.	Place of establishment The tenderer must be established in an EU Member State. Tenderers must comply with specific participation conditions laid down in section 2.2.1.	1. As evidenced by proof provided for under criterion L1; 2. Filled in dedicated section in the declaration on honour (Annex I.B); 3. Duly completed Annex I.K – Part 2 signed by an authorised representative and all evidence required therein and in Annex I.K – Part 1. The Agency reserves the right to request supporting evidence demonstrating compliance to the participation conditions if it considers this necessary, before award.	All economic operators (including subcontractors). For details regarding participation conditions refer to section 2.2.1.
L3.	Appointed Local Security Officer <i>As per section 2.2.4.5.</i>	As per the provisions in section 2.2.4.5.	All economic operators (including subcontractors) planned to handle classified information at any level.

¹⁶ For download: https://ec.europa.eu/info/publications/legal-entities_en

L4.	Absence of professional conflicting interest <i>As per section 2.2.4.2.1.</i>	As per the provisions in section 2.2.4.2.1.	All economic operators (including subcontractors).
L5.	PSC Requirement <i>As per section 2.2.4.4.</i>	As per the provisions in section 2.2.4.4.	All economic operators (including subcontractors) whose personnel is planned to handle classified information above RESTREINT UE/EU RESTRICTED.
L6	PRS SAB authorisation Requirement <i>As per section 2.2.4.8.</i>	As per the provisions in section 2.2.4.8.	All economic operators (including subcontractors), whose personnel is planned to have the need to know and thus the need to access PRS information.
L7	CRYPTO authorisation <i>As per section 2.2.4.9.</i>	As per the provisions in section 2.2.4.9.	All economic operators (including subcontractors), whose personnel is planned to handle CRYPTO information.
L8	Submission of the (Re-inforced) Non-Disclosure Undertaking	Submission of the duly filled-in and signed (by an authorised representative) (Re-inforced) Non-Disclosure Undertaking ("RNDU") provided in Annex I.G.2. Please note that such RNDU is distinct from the NDU provided in Annex I.G.1 to be submitted in the bidding phase pursuant to section 1.8 above.	All economic operators (including subcontractors) planned to handle classified information at any level.

3.2.2 Economic and financial capacity

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

Ref #	Economic and financial capacity criteria	To be evidenced by:	Applicable to:
F1	The tenderer must have a minimum yearly turnover (in EUR) of: 200,000 in the last three years preceding the year of launch of the present tender procedure.	Duly filled in Financial Statements relating to the Selection Stage in Annex I.E Submission of a copy of the tenderer's annual accounts (profit and loss account, notes on the accounts and auditors' remarks when applicable).	Tenderer (all members of consortium cumulatively). The tenderer may also include the financial capacity of subcontractors in order to reach the required capacity level.

3.2.3 Technical and professional capacity

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

Ref #	Technical and professional capacity criteria	To be evidenced by:	Applicable to:
T1	Involvement in 2 different projects relating to penetration testing activities in complex ICT systems.	Provide a list of EU/National/International projects in penetration testing during the past 5 years, indicating the associated budget, number of partners involved, abstract and main achievements of the projects should be reported.	Applicable to all economic operators participating in this procurement cumulatively, i.e. primes, each consortium member and any proposed subcontractors on which the prime relies for fulfilling this criterion.

IMPORTANT NOTE: The candidate 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 candidate must in that case prove to EUSPA that it will have at its disposal the resources necessary for performance of the contract, by producing a Letter of Intent (in the form provided in **Annex I.D**) ensuring that the tasks for which the support will be provided are clearly indicated therein.

3.3 Minimum requirements

Throughout the procurement process and when implementing the FWC, if awarded, Tenderers must fulfil the minimum requirement below.

The minimum requirement can be evidenced by the declaration of honour in the form supplied in Annex I.B. EUSPA however reserves the right to request the supporting evidence during the procurement procedure or upon notification of award by EUSPA.

A failure to comply with the minimum requirement will lead to rejection of the tender.

3.3.1 List of requirements

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

No	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 Annex X of Directive 2014/24/EU.	Corresponding statements of compliance in the Declaration of Honour – Annex I.B.	All economic operators (including subcontractors), individually.
M2	B2 level (according to Europass CV Classifications) of English, both written and spoken, of all personnel proposed for the performance of the Contract.	Corresponding statements of compliance in the Declaration of Honour – Annex I.B. EUSPA reserves the right to request at any stage evidence of language certification.	Proposed team by the tenderer (including the team of members of consortium and proposed subcontractors cumulatively).

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

IMPORTANT: Attention is drawn to the fact that the compliance with REQ 3.7 and REQ 3.8 in the SAL operates as a minimum requirement.

3.4 Award stage

For the tender to be considered for the ranking of tenders, the tenderer must have passed the exclusion and selection stages and fulfil the minimum requirements.

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

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

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

3.4.1 Qualitative award criteria

The evaluation of technical quality will be based on the ability of the tenderer to meet the objectives of the Contract, as described in these tender specifications and the terms of reference. To this end, the information in the technical proposal must be consistent with this document and the technical terms of reference. The technical proposal shall contain all necessary information to allow evaluation of the tender according to the technical criteria specified in this document, including in particular the evidence indicated for each criterion. The quality of technical offers reaching this stage will be evaluated against the qualitative award criteria presented in this document.

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

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.

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

Ref no	Award criterion	Description of criteria	Maximum points	Minimum points
Q1	Quality and adequacy of the pentest plan provided in reply to the Simulation Exercise.	Quality and adequacy of tenderer's feedback to Question 1 in Section 3 of Annex I.J – Simulation exercise in terms of addressing/mastering of Tactics, Techniques, and Procedures (TTPs) (methods, tools, and strategies) that are commonly used by pen-testers (based on the ones who cyber threat actors use to develop and execute malicious cyber-attacks).	15	7.5
Q2	Quality and adequacy of organisation (in terms of resource allocation, work breakdown, schedule, and proposed effort) for execution of the Simulation Exercise.	Quality and adequacy of the tenderer's feedback to Question 2 in Section 3 of Annex I.J - Simulation exercise regarding the proposed team in terms of the allocation of resources (profiles / roles) to the team and the proposed work plan for the task including the proposed effort in terms of workload.	15	7.5
Q3	Quality and adequacy of the entire proposed pool of pentesters.	Quality and adequacy of the entire proposed pool of pentesters (in terms of their qualifications, abilities and experience relevant for the performance of the subject-matter of the Contract) (see section 2.1.1.1).	30	15
Q4	Level of stated compliance to the technical baseline and relevance of justifications where applicable.	Level of stated compliance to the technical baseline, i.e. to the requirements and tasks described in these Tender Specifications and their technical annexes (in particular the	15	7.5

		Framework Terms of Reference), and the relevancy of explanations and justifications in case of non- or partial compliances are reported, by virtue of the filled-in Annex I.L.1. ¹⁷		
Q5	Level of stated compliance to the contractual baseline and relevance of justifications where applicable.	Level of stated compliance to the contractual baseline, i.e. to the provisions of the Draft Contract and to the requirements of the Security Aspects Letter, and the relevancy of explanations and justifications in case of non- or partial compliances are reported, by virtue of the filled-in Annex I.L.2.	20	10
Q6	Quality and adequacy of the competitive subcontracting plan.	Quality and adequacy of the competitive subcontracting plan, i.e. of the measures ensuring compliance with the subcontracting requirements under section 2.2.6.2.	5	2.5

¹⁷ The requirements evaluated in selection criteria (e.g. PSCs, appointment of LSO, SAB authorization) will not be evaluated under this criterion.

3.4.2 Financial award criteria

3.4.2.1 General

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

Tenderers are requested to submit Financial Proposal following the financial table of answers (Annex I.F) which shall be duly filled in, stamped, initialed, dated and signed by the tenderer, without any omission or addition with regard to the original format. Omissions or additions with regard to the original format may lead to rejection from the tender procedure.

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

3.4.3 Detection of abnormally low tenders

Tenderers must be aware of Article 23 of Annex I of the Financial Regulation on abnormally low tenders. In order to make a consistency check of each tenderer's financial offer towards the level of service required, Tenderers are requested to provide their pricing methodology in a separate price structure document attached to the Financial Table of Answers. The price structure document must explain in detail how tenderers establish their all-inclusive daily prices for the services (effort and availability of the respective tools).

The document should demonstrate the compliance of the daily prices with the laws of the country in which the services are to be performed, for minimum levels of staff remuneration, contributions to the social security, occupational safety and health standards, and/or other applicable schemes and standards.

3.4.4 Calculation of financial score of the tender

The financial score will be calculated as follows: the tender offering the least expensive Total Evaluation Price of the Tender in (X) will receive 100 points. The other tenders will receive points according to the ratio between the least expensive Total Evaluation Price and their tender, and then multiplied by 100, as shown in the formula below:

$$\text{Financial Evaluation Score of Tender X} = \left(\frac{\text{cheapest total evaluation price received}}{\text{Total Evaluation Price of the Tender X}} \right) \times 100$$

The Total Tender Evaluation Price includes (i.) the price of the FINANCIAL Simulation Exercise #1, where the bidder shall propose the level of effort in line with its technical proposal for the Simulation Exercise (as per section 3 of Annex I.J), as well as (ii.) the price of the FINANCIAL Simulation Exercise #2, where the level of effort is fixed by the Contracting Authority (see Annex I.F – Template Financial Table of Answers).

3.4.5 Calculation of final score

The contract will be awarded to the Tenderer having passed the selection stage and if the tender is cost-effective following a price- quality ratio evaluation.

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

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

4 Conditions of submission of tenders

4.1 Disclaimers

Please note disclaimers referred to in the invitation to tender.

4.2 Visits to premises or briefing

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

4.3 Variants

Variants are not permitted under this procurement procedure.

4.4 Preparation costs of tenders

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

4.5 Presentation of the tender

4.5.1 Language

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

4.5.2 Outer envelopes

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

Each outer envelope shall carry the following information:

- the reference number of the Invitation to Tender EUSPA/OP/20/24 and the project title "Penetration Testing Support Services"
- **the name of the tenderer**
- the indication "***Tender - Not to be opened by the internal mail service***"
- **the address for submission of tenders (as indicated in section 4.7)**
- **the date of posting (if applicable)** should be legible on the outer envelope.

4.5.3 Inner envelopes

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

- Envelope 1: “ADMINISTRATIVE DOCUMENTS and DOCUMENTS RELATING TO EXCLUSION and SELECTION CRITERIA”, with the name and stamp of the tenderer and the reference number of the procurement procedure “EUSPA/OP/20/24”;
- Envelope 2: “TECHNICAL OFFER”, with the name and stamp of the tenderer and the reference number of the procurement procedure “EUSPA/OP/20/24”;
- Envelope 3: “FINANCIAL OFFER”, with the name and stamp of the tenderer and the reference number of the procurement procedure “EUSPA/OP/20/24”.

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

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

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

4.6 Content of the tender to be submitted

The tender must be:

- signed by the tenderer or his duly authorised representative;
- perfectly legible so that there can be no doubt as to words and figures;
- drawn up using all model reply forms supplied in the annexes to the Tender Specifications;
- clear and concise, with continuous page numbering, and assembled in a coherent fashion (e.g. bound or stapled or organised in files).

Please note that:

- The **Tender** shall constitute a precise and complete response to this document and shall not include lengthy non-specific information. Any additional information not strictly required as part of the present document, shall not be included in the tender.
- Tenderers are informed that EUSPA reserves the right to request additional evidence in relation to the tender submitted for evaluation or verification purposes.

4.6.1 Administrative file (ENVELOPE/FOLDER 1)

Each tender shall include an administrative file, containing:

Ref. #	ENVELOPE/FOLDER 1 – ADMINISTRATIVE DOCUMENTS and DOCUMENTS RELATING TO EXCLUSION and SELECTION CRITERIA (one (1) ORIGINAL, one (1) ELECTRONIC COPY per envelope)
(1)	A cover letter , dated and signed by duly authorized representative of the tender, including: <ul style="list-style-type: none"> • The tenderer's undertaking to provide the services;

	<ul style="list-style-type: none"> • Analysis of absence of conflicting interest, as per section 2.2.4.2 above; • In case of consortia, assessment of the compliance with the competition rules, as per section 2.2.7 above; • A list of all the documentation included/enclosed in the tender; • A declaration that none of the entities involved is not a Restricted Person and do not fall under the scope of subject to EU Restrictive Measures in the list published at www.sanctionsmap.eu. • A list of the legal entities involved, specifying each entity's role and qualifications; • Tenderer's contact details.
(2)	The duly filled in, signed and dated identification sheet of the tenderer using the template in Annex I.A ¹⁸ .
(3)	<p>The duly filled in, signed, and dated Legal Entity Form¹⁹ using the template available at: http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm</p> <p>And any supporting documents required in this template as provided in these specifications.</p> <p>Please take into consideration the instructions from this link before filling in the documents:</p> <p>http://ec.europa.eu/budget/library/contracts_grants/info_contracts/instructions_fich_le_en.pdf.</p>
(4)	A duly signed and dated statement of authorization/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 FWC on behalf of the organization, should it be awarded it.
(5)	<p>The duly filled in, signed and dated Financial Identification Form using the template available at:</p> <p>http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm</p> <p>In case of consortia, only one financial identification form for the whole consortium should be submitted, nominating the bank account into which payments are to be made under the SCs (i.e. the account of the consortium leader) in the event that the respective tender is awarded to it.</p> <p>Please pay attention to the supporting documents that should be submitted together with duly filled in financial identification form.</p>

¹⁸ (one) per legal entity (i.e. tenderer, all consortium members, all subcontractor(s))

¹⁹ (one) per legal entity (i.e. tenderer, all consortium members, all subcontractor(s))

(6)	The duly filled in, signed and dated Declaration(s) of Honour relating to exclusion criteria and selection criteria and minimum requirements using the template in Annex I.B - one per economic operator (i.e. tenderer, all consortium members, all subcontractor(s), if any).
(7)	The duly filled in, signed, and dated Financial Statement relating to the selection stage using the template in Annex I.E, complemented by the full financial statements for the last three financial years and a statement of turnover relating to the relevant services for this tender for the last three financial years as requested in section 3.2.2 of these tender specifications.
(8)	All evidence relating to the selection criteria, as specified in section 3.2
(9)	All evidence relating to the minimum requirements, as specified in section 3.3
(11)	<u>In case of consortia</u> , a duly signed and dated statement/declaration by each of the consortium members specifying the company or person heading the project and authorised to submit a tender on behalf of the consortium, sign and manage the Contracts, using the template in Annex I.C .
(12)	<u>In case of subcontractors</u> , a duly filled in, signed and dated subcontractor Letter of Intent using the template in Annex I.D
(13)	Description and measures ensuring compliance with the subcontracting requirements under section 2.2.6.2 . including all the elements as required therein. To be evaluated by virtue of the qualitative award criterion Q6.
(14)	Declaration of Ownership and Control, using the template in Annex I.K – Part 2 , including all necessary documents required in Annex I.K for the assessment of the compliance with the participation condition (see section 2.2.1);
(15)	Duly written, signed and dated Statement of Compliance (Annex I.L.1) to the Security Aspects Letter (Annex I.H of the Tender Specifications) including the submission of the embedded Declaration on CIS Accreditation. Each economic operator (including all members of consortium and subcontractors) must fill-in Annex I.L.1 and (i) confirm its full compliance and/or (ii) define its partial or non-compliance to any of the requirements of the Security Aspects Letter. Any non-compliance or partial compliance must be explained and justified, and the level of compliance committed to be reached shall be indicated. To be evaluated by virtue of the qualitative award criterion Q5.
(16)	Duly filled-in, signed and dated (Re-Inforced) Non-Disclosure Undertaking ("RNDU"), available in Annex I.G.2, including the embedded Declaration on CIS Accreditation. Please note that the submission of the RNDU is a selection criterion under L8 (see section 3.2.1) above.
(17)	An electronic copy of each document submitted in the administrative envelope on CD-ROM or USB stick with the full set of documents in machine readable format (MS Office 2003 or later, or Adobe Reader Version 8.0 or later), strictly identical in full to the original tender.

4.6.2 Technical proposal (ENVELOPE 2)

Each tender shall include an administrative file, containing:

	ENVELOPE/FOLDER 2 – TECHNICAL OFFER (one (1) ORIGINAL, one (1) ELECTRONIC COPY)
(1)	<p>Technical Proposal, in accordance with the requirements of the present Tender Specifications divided into following sections with headings:</p> <ul style="list-style-type: none"> • Executive Summary on the Technical Offer (2 pages maximum) • Your reply to the Simulation Exercise as per Framework ToR Annex I.J to be evaluated under the relevant qualitative award criteria Q1 and Q2. • Profiles of the entire proposed pool of pentesters, including the CVs of the proposed team, indicating his/her experience relevant to the specific tasks that he/she will cover. The CVs shall be submitted in English, preferably according to the Europass format (available at: http://europass.cedefop.europa.eu/en/documents/curriculum-vitae/templates-instructions). To be evaluated by virtue of the qualitative award criterion Q3. • One section per each award criterion. Each of these sections and subsections shall include the complete approach related to the respective award criteria and subcriteria and related evidences. The 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. • PIMP – the tenderer shall demonstrate how the PRS Need to Know is implemented for each PRS deliverable
(2)	<ul style="list-style-type: none"> • Duly written, signed and dated Statement of Compliance (Annex I.L.2) to these Tender Specifications and their technical annexes, as well as to the draft Contract. The Tenderer must fill-in Annex I.L.2 and (i) confirm its full compliance and/or (ii) define its partial or non-compliance to any of the requirements and tasks described in these Tender Specifications and their technical annexes and/or to any of the provisions of the draft Contract. Any non-compliance or partial compliance must be explained and justified, and the level of compliance committed to be reached shall be indicated. To be evaluated by virtue of the qualitative award criteria Q4 and Q5.
(3)	<p>An electronic copy of each document submitted in the technical envelope on CD-ROM or USB stick with the full set of documents in machine readable format (MS Office 2003 or later, or Adobe Reader Version 8.0 or later), strictly identical in full to the original tender</p>

4.6.3 Financial proposal (ENVELOPE 3)

4.6.3.1 Content

Each tender shall include a financial offer, containing:

	ENVELOPE/FOLDER 3 – FINANCIAL OFFER (one (1) ORIGINAL and one (1) ELECTRONIC COPY per envelope).
(1)	Duly signed and dated financial proposal using the template in Annex I.F
(2)	Pricing methodology in a separate price structure document attached to the Financial Table of Answers.
(43)	An electronic copy of each document submitted in the financial envelope on CD-ROM or USB stick with the full set of documents in machine readable format (MS Office 2003 or later, or Adobe Reader Version 8.0 or later), strictly identical in full to the original tender

The financial offer must respect the following conditions:

4.6.3.2 Unit prices and total price

Unit prices quoted in Annex I.F, must be firm and fixed and are not subject to revision. The unit prices in the financial offer will constitute the price list for the duration of the FWC²⁰, and shall include all costs and expenses which are necessary for performance of the tasks.

These costs and expenses are indicatively: effort for all the tasks (including drawing up quotations and reports) necessary for their performance, including:

- all costs (e.g. travel expenses, daily subsistence allowance, management of the project, administrative support and any support resource, coordination, quality control or currency conversion fees).
- all overheads (management of the firm, secretarial services, social security, wages, etc.) necessary for the performance of the tasks described and incurred directly and indirectly by the Contractor and/or subcontractors (if any) in performance of the tasks that will be entrusted to him.

The prices quoted in Financial Offer will constitute Pricelist for the duration of Framework Contract. Any tax optimisation measurements as travel allowances, linked (multiple) contracts, etc. are not acceptable and might lead to the termination of the Contract.

²⁰ Where price grid quantities estimates are provided by the EUSPA in Annex I.F, such estimates will only be used by the EUSPA to simulate the cost competitiveness of tenderers against the most realistic scenario of implementation of the FWC. In this respect, quantity estimates are in no way binding. Upon signature of the contract, only the unit prices provided by the tenderers in the duly completed tables of Annex I.F shall be binding.

The price must be quoted in Euro. It shall be fixed and not subject to revision during the performance of the Contract.

4.6.3.3 VAT exemption

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

4.6.3.4 Currency and exchange rates

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

4.7 Submission

Without prejudice to the conditions of submission set out below, Tenderers may submit their tenders only electronically on 2 (two) CD-ROM, DVD or USB sticks with the full set of documents (as requested under section 4.6 of the Tender Specifications). The documents on these media must be identical and they shall be in machine readable format (MS Office 2003 or later, or Adobe Reader Version 8.0 or later). These media must be inserted in the outer envelope as described in section 4.6 of the Tender Specifications. They shall contain the following folder with the corresponding documents requested under section 4.6 of the Tender Specifications:

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

The electronic versions of the tenders are considered as originals.

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

The Tenderers are advised to

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

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

- hashes of the original files have been created;
- hashes of the re-submitted files are created and such hashes are strictly identical to the

hashes of the original files inserted into the original outer envelope.

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

The Declaration of Honour and the Non-disclosure Undertaking shall be signed electronically with a qualified electronic signature (QES) of the applicant or signed with blue-ink signature and sent as hard copies to EUSPA address as part of the tender.

Other documents which must be signed according to these tender specifications shall be signed preferably with a qualified electronic signature (QES) of the applicant.

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.

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

1. the envelope concerned (depending on whether the EUCI forms part of envelope 1, 2 or 3 as per the description in section 4.5.3 of the Tender Specifications) shall be split into two parts as follows:

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

2. the documentation classified at R-UE/EU-R level shall be submitted electronically as follows:

- either the classified documents will be encrypted by the EU Council authorised software (the Filkrypto software for Windows) – in which case such encrypted file or electronic media containing the encrypted file will be treated as UNCLASSIFIED, and will form part of the UNCLASSIFIED part of the envelope concerned (as per number 1 above), or
- the classified documents will not be encrypted by the EU Council authorised software, in which case such file or electronic media containing the file will be treated as R-UE/EUR, and will form part of the R-UE/EU-R part of the envelope concerned (as per number 1 above).

Tenders may also be submitted by post mail, express mail, commercial courier or hand-delivered and are to be submitted **not later than the relevant date and time specified in section 1.7 above** to the following address:

European Union Agency for the Space Programme
Procurement and Legal Department
Tender ref: EUSPA/OP/20/24
Janovskeho 438/2
170 00 Prague 7
Holesovice, Czech Republic

Tenders sent by post mail, express mail and commercial courier shall be sent to this address not later than 23:59 (local time) of date indicated in section 1.7. In this case, a receipt must be obtained as a proof of submission.

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

Upon submission of tenders by post mail, express mail, commercial courier or hand-delivery, Tenderers shall send an email of notification of submission to tenders@EUSPA.europa.eu. The subject of the email shall be: "EUSPA/OP/20/24: submission of tender by [insert name of legal entity / consortium]"

4.8 Industry Day

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

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

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

4.9 Public opening of the Tenders

The tenders will be opened on the date and time specified in Section 1.7 above, in EUSPA Headquarters, Janovského 438/2, Holešovice 170 00 Prague 7, Czech Republic.

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

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

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

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

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

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

4.10 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 9 (nine) months from the closing date for the submission of the tenders.

4.11 Further information

Contact between the EUSPA and tenderers is prohibited throughout the procedure save in exceptional circumstances and under the following conditions only:

Before the final date for submission of tenders:

- At the request of the tenderer, the EUSPA may provide additional information solely for the purpose of clarifying the nature of the contract.
- Any requests for additional information must be made in writing only to tenders@euspa.europa.eu. The subject line of the e-mail has to quote the reference of the procurement procedure: EUSPA/OP/20/24.
- Requests for additional information received after deadline specified in section 1.7 above cannot be processed.
- The EUSPA may, on its own initiative, inform interested parties of any error, inaccuracy, omission or any other clerical error in the text of the Invitation to Tender.

After the opening of tenders:

- If, after the tenders have been opened, some clarification is required in connection with a tender, or if obvious clerical errors in the submitted tender must be corrected, the EUSPA may contact the tenderer, although such contact may not lead to any substantial alteration of the terms of the submitted tender.

4.12 Information for tenderers

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

If a written request is received, the EUSPA will inform all rejected tenderers of the reasons for their rejection and all tenderers submitting an admissible tender and falling under Article 173 FR of the characteristics and relative advantages of the selected tender and the name of the successful tenderer.

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

4.13 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://www.euspa.europa.eu/sites/default/files/privacy_statement_relating_to_euspa_procurement_procedures_grants_prizes_and_selection_of_experts.pdf). Any request regarding your personal data should be addressed to the data controller responsible for the call for tenders (European Union Agency for the Space Programme (EUSPA), Head of Security Accreditation Department, sab@euspa.europa.eu). You may also contact the Agency's Data Protection officer (DPO) at DPO@euspa.europa.eu. If your request has not been responded to adequately by the data controller and/or DPO, you can lodge a complaint with the European Data Protection Supervisor at edps@edps.europa.eu.

4.14 Tenderer's consent to the use of information supplied in the tender

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

5 Acronyms and Definitions

Acronym	
ABAC	Accrual Based Accounting
BIC	Business Identifier Codes
Bidder	Used interchangeably with term Tenderer
Contract	Contract(s) to be entered into pursuant to this procurement procedure
Contracting Authority	The European Union Agency for the Space Programme (EUSPA)
Contractor	The Tenderer to whom the Contract will be awarded
Controller	EUSPA entity which determines the purposes and means of the processing of personal data
Core team	The Tenderer, including, where relevant, all consortium members, and subcontractors which are essential in order for the Tenderer to meet the selection criteria under section 3.2
COTS	Commercial Off-the Shelf
CPA	Competent PRS Authority
CV	Curriculum Vitae
DG	Directorate-General (of the European Commission)
EDPS	European Data Protection Supervisor
EGNOS	European Geostationary Navigation Overlay Service
eIDAS	electronic IDentification, Authentication and trust Services - Regulation (EU) on electronic identification and trust services for electronic transactions in the internal market
EU	European Union
EUCI	EU Classified Information
EUSPA	European Union Agency for the Space Programme
F-FK	Formation Flight-Keys. (A Security Accreditation Board Subordinate Body)
Filkrypto	A local file encryption and decryption application for Windows. (It can be procured from the Swedish firm TUTUS (www.tutus.se))
F-PK	Formation PRS-Keys. (A Security Accreditation Board Subordinate Body)
FR	Financial Regulation
FSC	Facility Security Clearance

FWC	Framework Service Contract
Galileo	European satellite navigation project – one of the European GNSS
GNSS	Global Navigation Satellite System
GOVSTACOM	Governmental Satellite Communication System
IBAN	International Bank Account Number
IP	Intellectual property
ITSEC	Information Technology Security
LEF	Legal Entity Form
LOTL	EU List of eIDAS Trusted Lists
LSO	Local Security Officer
NDU	Non-Disclosure Undertaking
NSA	National Security Authority
OLAF	EU Anti-Fraud Office
PIMP	PRS information Management Plan
PRS	Public Regulated Service
PSC	Personal Security Clearance
PSI	Programme Security Instruction
QES	Qualified Electronic Signature
R-UE/EU-R	EU Classified Information RESTREINT UE/EU RESTRICTED
SAB	Security Accreditation Board
SAL	Security Aspects Letter
SC	Specific Contract
SME	Small and Medium-sized Enterprises
SSA	Space Situational Awareness
STOR	Specific Technical Terms of Reference
Subcontractor	An entity acting as subcontractor to a Tenderer
S-UE/EU-S	EU Classified Information SECRET UE/EU SECRET
Tenderer	The entity having submitted a tender in this procurement procedure.
TOE	Target of Evaluation
TTPs	Tactics, Techniques, and Procedures
VAT	Value Added Tax

6 List of tender specifications annexes

These tender specifications have the following annexes:

Annex	Title
Annex I.A	Template Identification Sheet of the Tenderer

Annex I.B	Template Declaration of Honour
Annex I.C	Power of Attorney
Annex I.D	Subcontractor Letter of Intent
Annex I.E	Template Financial Statements relating to the Selection Stage
Annex I.F	Template Financial Tables of Answers
Annex I.G.1	Non-Disclosure Undertaking
Annex I.G.2	(Re-inforced) Non-Disclosure Undertaking
Annex I.H	Security Aspect Letter (Proprietary information mentioned in the SAL will be provided only after signature of NDU)
Annex I.I	<i>Non-applicable</i>
Annex I.J	Framework Terms of Reference (including simulation exercises)
Annex I.K	<p>Part I – Criteria for assessment of participation conditions</p> <p>Part II – Excel Spreadsheet – Declaration of Ownership and Control</p> <p>Part III - Additional information regarding the Assessment of participating conditions</p>
Annex I.L.1	Template Statement of Compliance to the Security Aspects Letter
Annex I.L.2	Template Statement of Compliance to TS / ToR / Draft Contract
Annex I.M	Tailored Security Classification Guide (Annex I.M will be provided only after signature of the NDU)
Annex I.N	PRS information Management Plan (PIMP) template