

EUSPA/OP/01/23
"Security Accreditation Support Services"

Annex I to Invitation to Tender

"Tender Specifications"

Ref: EUSPA/OP/01/23/Annex I

Issue: 0 Rev 3

Date: 17/07/2023

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1 Overview

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

1.1 Context of the tender: European Union Agency for the Space Programme

The European Union Agency for the Space Programme (hereinafter referred to as ‘the EUSPA, ‘the Agency’ or ‘the 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 web site at <https://www.euspa.europa.eu/>. This website contains for instance 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/media-library/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 web site (<https://www.euspa.europa.eu/about/about-euspa/security-accreditation-board>).

1.2 Outline of the tender

Name: EUSPA/OP/01/23 “Security Accreditation Support Services”

Procedure: Open procedure for the signature of a multiple framework contract with maximum 2 (two) Contractors in cascade (“FWC”) in accordance with Article 164(1)(a) of Regulation 2018/1046 on the financial rules (hereafter ‘Financial Regulation’ or ‘FR’)¹.

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

1.3 Principles

- Tenderers are required to accept all the terms and conditions set out in the Invitation to Tender, Tender Specifications and draft contract. Tenderers are required to waive their own general or specific terms and conditions. The terms and conditions set out in the Invitation to Tender, Tender Specifications and draft contract shall be binding on the tenderer to whom the contract is awarded for the duration of the contract.
- Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or the Contracting Authority during the

¹ REGULATION (EU, Euratom) 2018/1046 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012

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

- This document, 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.
- The Contracting Authority may either 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.

1.4 Purpose of the Invitation to Tender

The objective of this Invitation to Tender is to **conclude a multiple framework contract with maximum 2 (two) Contractors in cascade** (hereinafter referred to separately and/or individually as "the Contract", "Framework Contract", or "FWC"), with the following scope:

- 1. Support to the SAB secretariat** including to the secretariat of its Subordinate Bodies (the Accreditation Panel, the Formation Flight-Keys (F-FK) and the Formation PRS-Keys (F-PK)).

Examples of activities include:

- a. Reviews of accreditation documentation;
- b. Production of formal documentation, terms of reference, procedures, operational templates, minutes of meetings, updating of organisational documents and other necessary policy, process and procedural documentation, etc. required in order to establish the operational management and implementation of the SAB and its Subordinate bodies.

- 2. Security assurance support.** Examples of such activities include:

- a. expert support in core accreditation activities of the team, such as assessment of compliance status towards security requirements, security risk assessment, security accreditation statements, technical meetings preparation on dedicated topics, etc.
 - i. Capability development: The population and maintenance of a compliance framework that defines the scope, approach, knowledge, methodology and tools utilised by the SAB secretariat to perform security compliance assessments.
 - ii. Assurance tasks: One or more forms of security assurance task scoped against defined compliance criteria for a specified Target of Evaluation (TOE).
 - iii. Audit activities including architecture audit, configuration audit, organisational and physical audit.
 - iv. Penetration testing activities.

Exact description of the tasks is provided in Annex I.J – Specific 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.

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. In case of a change of Contractor as a result of the present tender, 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

It is the contractor's responsibility to comply with applicable laws in the execution of the awarded contract.

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

- Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012 (Financial Regulation "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 Programme and repealing Regulations (EU) No 912/2010, (EU) No 1285/2013 and (EU) No 377/2014 and Decision No 541/2014/EU.
- 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

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

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 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).

1.7 Procurement schedule

Timetable	Date	Comments
Launch of procurement process - submission of contract notice for publication to the supplement of the Official Journal	17 July 2023	All documents of the Invitation to Tender available at: https://www.euspa.europa.eu/opportunities/procurement
Deadline for submission of signed Non-Disclosure Undertaking (the “NDU”), company register excerpts and request to access proprietary information relevant for the tender preparation.	7 August 2023 (recommended)	Details for the request procedure and required documents are provided in section 1.8. The bidders are advised to submit the NDU and accompanying documents sufficiently in advance of the tender submission deadline, in order to have enough time for preparation of their tenders
Deadline for requests of clarifications	Thursday, 18 August 2023	Requests to be sent in writing only to: tenders@euspa.europa.eu
Last date on which clarifications are issued by the EUSPA.	Wednesday, 22 August 2023	All clarifications will be published at the EUSPA’s procurement website: https://www.euspa.europa.eu/opportunities/procurement Tenders are invited to check EUSPA’s

		procurement website on a regular basis.
Deadline for submission of tenders	28 August 2023	According to conditions of submissions set out in section 4.7
Opening session and start of evaluation session.	31 August 2023	10h00 in the EUSPA premises in Prague. See section 4.8.
Completion of evaluation and award	November-December 2023	Estimated
Estimated planned start of implementation of the Contract The estimated date is only indicative, it may be changed and it is not binding for the EUSPA.	December 2023. Not earlier than 10 calendar days after electronic dispatch of notification to tenderers	Q4 of 2023

1.8 Submission of Non-Disclosure Undertaking – access to proprietary information during the tender

The Contracting Authority and 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.

In order to have access to the proprietary information which is relevant for the tender (see below), the economic operators participating in this procurement procedure are required to follow the Non-Disclosure Undertaking signature procedure outlined below.

The NDU must be signed only by the prime Tenderer or the consortium coordinator. With the signing of the NDU, the prime Tenderer or consortium coordinator, irrevocably and explicitly declares that it will ensure that the provisions of the NDU shall apply wholly and unconditionally to any members of the Contractor's consortium and any of the subcontractors and any personnel it may draw on for the preparation of the tender.

Before the deadline indicated above in section 1.7, the prime Tenderer or the consortium coordinator must submit an NDU in order to be granted an access to proprietary information, which is relevant for the drafting of the tender. For this purpose, they shall each submit:

- 1. NDU using the form attached in Annex I.G;**
- 2. Legal Identification 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 Tenderer.**

All documentation shall be sent to the following address:

European Union Agency for the Space Programme

Procurement and Legal Department
Non-Disclosure Undertaking under procurement procedure EUSPA/OP/01/23
Janovskeho 438/2
170 00 Prague 7
Holesovice, Czech Republic.

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

The following restrictions apply:

- i. Agreements previously signed by economic operators for access to the proprietary information not related to this procurement are not regarded as fulfilling the present NDU's requirements.
- ii. Only entities which, according to the submitted Legal Identification Form and supporting documents, are established in a Member State of the European Union are eligible to receive proprietary information. This does not prejudice the verification of the specific participation conditions subject to section 2.2.1 to be performed separately against the tenderers. In addition, the proprietary information are only available to potential tenderers or subcontractors. EUSPA reserves the right to refuse the access to the proprietary information to entities which cannot provide sufficient evidence of capability to perform the contract(s).
- iii. Proprietary Information is defined in Article 1 of the NDU (Annex I.G).
- iv. Before disclosure of Proprietary Information to their subcontractors, Tenderers shall ensure that such subcontractors:
 - have proven their need to know for the purpose of supporting the Tenderer's offer of participation in this procurement procedure,
 - are bound by provisions equally onerous as those of the NDU signed by the Tenderers, and
 - 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 NDU with any person who has not previously signed the relevant NDU may lead to exclusion from the procurement procedure under the EUSPA's discretion.

- v. Potential tenderers that decided not to submit a tender must return all proprietary information within 15 (fifteen) working days from the deadline for submission of tenders (see table in section 1.7). Likewise, an unsuccessful tenderer is required to return all proprietary information within 15 (fifteen) working days after publication of the relevant contract award notice in the Official Journal of the European Union.

The proprietary information mentioned in the Security Aspect Letter (Annex I.H to the present tender specifications) and the Tailored Security Classification Guide (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 bidding phase.

2 Terms of reference

2.1 Technical terms of reference

In accordance with the administrative and technical support nature of the tender, the EUSPA is hereby requesting the provision of on-site and off-site support with tasks as defined in Specific technical 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 employ personnel with the following functions/profiles. With their tender, CVs³ of the personnel proposed by the Tenderer to perform the activities shall be provided to the 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.

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
F3 - Junior Consultant	Minimum 2 (two) years of experience in a similar field or task

Table Personnel functions and profiles

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,

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.

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

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

The EUSPA may publish or release to third parties the results of the activities performed under the FWCs 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, as follows:

2.1.3 Place of performance

Places of performance of the FWC are mainly the contractor's premises or the EUSPA's headquarters in Prague. Outside EUSPA headquarters, it is also expected to be mainly in EU member states (primarily Italy, Germany, France, Spain) and occasionally in non-EU member states. Other locations may be requested by the EUSPA.

2.1.4 Simulation exercise

The aim of the simulation exercise is to provide the tenderers with an overview of the type of activities they may be asked to perform under the FWCs, based on the tasks described above. It is further a likely common scenario for the implementation of the FWCs 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 Annex I.J 'Specific Technical Terms of Reference and simulation exercise'.

The Tenderers will be asked to submit, with their tender, the input requested for the Simulation Exercise. The Simulation Exercise has been designed to obtain the Tenderers' offers, both in terms of deployed resources necessary 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 Annex. Due to the nature of the Contracting Authority's activities and its evolving character, the Simulation Exercises are indicative and will be used mainly for evaluation purposes. Nevertheless, should at the

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

The simulations span over a period of 12 months.

The first SC may follow the requirements expressed in the respective Simulation Exercises with the possibility of slight 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 **[Annex I.F]** as forming part of its tender.

2.1.5 Resource estimation

For the scenario in the simulation exercise, the Tenderer shall identify in its tender a suitable team to execute each task/deliverable and shall provide the workload envisaged. The proposed team will be subject to tender evaluation, under award criterion Q3.

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

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 the EUSPA will adjust, in respect of the total budget of the specific contract, the number of man-days required in order to adjust the task duration.

2.1.6 Task definition and costs

For every specific contract ("SC") 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 email to the contractor's formal point of contact.

In the frame of a specific contract implementation, the Contracting Authority shall issue *Task requests* 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 email EUSPA an offer for the tasks defined in this request. EUSPA will accept or reject this offer by email 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 emails). The Contractor shall not start the implementation of the required services before the email 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

The 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 if this 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 specific terms of reference for each of the lots, and
- define measures to be applied to ensure that the quality of the services to the EUSPA is not affected.

The EUSPA may request additional consultants or request additional tasks within the scope and the total amount of every specific contract. Similarly, the 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 the EUSPA.

The 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.

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 the EUSPA.

2.1.9 Specific technical terms of reference including the simulation exercises

Provided in the Specific Technical Terms of Reference (STOR) 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 the EUSPA.
- Monthly or quarterly reporting as requested by the EUSPA. To this end, and unless otherwise agreed, regular meetings may be organised via teleconference or at the EUSPA premises.
- Capacity of the contractor to react quickly to replace advisers deemed to be providing an unsatisfactory output (in principle within one month from notification of the 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 the EUSPA.

Access to the EUSPA's internal databases and software (such as an intranet, internal functional mail-boxes) is not planned to be granted to the contractor's personnel. However, the 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 the 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 at that date.

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

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

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 176 of Regulation 2018/1046⁴ 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 Specific conditions for PRS-related activities

In addition to the above conditions, an economic operator in charge of PRS-related activities (at prime or subcontractor level) shall be authorised by the Security Accreditation Board (SAB) in the PRS category indicated under criterion L7 in Section 3.2.1 – Legal Capacity Selection Criteria.

Compliance with this requirement shall be evidenced:

- i. by official documentary evidence proving at least one PRS authorisation of the entity in the PRS category indicated under criterion L7 in Section 3.2.1 – Legal Capacity Selection Criteria or written proof that:
 1. at the moment of the submission of the Tender, it has submitted a request for authorisation for the category indicated under criterion L7 in Section 3.2.1 – Legal Capacity Selection Criteria; and
 2. By the time of the award, it has received the authorisation for the PRS category indicated under criterion in L7 in Section 3.2.1 – Legal Capacity Selection Criteria by the Security Accreditation Board.
- ii. by a 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

⁴ Regulation 2018/1046 of the European Parliament and the Council of 18 July 2019 (Financial Regulation)

and subcontractors), with the Contracting Authority and with third parties inside or outside the EU.

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

2.2.1.5 Specific conditions for crypto-related activities

In addition to the above conditions, an economic operator in charge of activities requiring access to CRYPTO information, shall demonstrate that it may access such information indicated under criterion L8. in Section 3.2.1 – Legal Capacity Selection Criteria.

Compliance with this requirement may be evidenced as indicated under criterion L8. in Section 3.2.1 – Legal Capacity Selection Criteria.

2.2.2 Ceiling volume of the contract

The estimated maximum budget is: 6,000,000 EUR (Six million Euro), including extensions of the initial durations of the FWC up to four (4) years. This budget is only indicative; it will be subject to budget allocations given to the EUSPA.

EUSPA reserves the right to launch an exceptional negotiated procedure for new services with the same contractor in case of need, as foreseen in Article 164(5)(f) in connection with point 11.1(e) of Annex I of FR. The maximum additional value of new services would be 50% of the initial value of the 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

2.2.4.2.1 The contractor shall ensure that its personnel sign a “declaration on confidentiality and absence of professional conflicting interest” with the 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. The 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.

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

- 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 (Compliance with this requirement will be assessed under selection criterion L5, table 4 – Legal Capacity Selection Criteria);
- 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.

Tenderers’ input to letters b) and c) above will be assessed under award criterion Q.5 section 3.4.1 – Award Criteria.

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 Facility Security Clearance

The Contractor(s) will have to deal with classified information in the execution of the respective contract up to level of SECRET UE/EU SECRET, not necessarily restricted to the Contracting Authority's premises. Therefore, the Contractor (including any consortium member) and subcontractors needs to be the holder of a Facility Security Clearance (**FSC**) of at least SECRET UE/EU SECRET level issued by the national security authority of an EU Member State when submitting the tender, to be maintained throughout the duration of the respective Contract, unless the Tenderer/Contractor can demonstrate to EUSPA's satisfaction in writing the absence of that consortium member's, or subcontractor's need to access classified information for performing the tasks under the respective contract outside EUSPA's premises or contractor's premises.

Possession of the Facility Security Clearance at the time of submission of the tender, will be assessed under selection criterion L.3 – Legal Capacity Selection Criteria.

2.2.4.5 Personal Security Clearance

Any person planned to access classified information above RESTREINT UE/EU RESTRICTED under the respective contract shall have 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.

Please bear in mind that national security authorities of some Members States require companies to hold a Facility Security Clearance before releasing PSC for their staff.

The possession of a PSC at the moment of submission of their tender will be assessed under selection criterion L.7 – Legal Capacity Selection Criteria.

2.2.4.6 Local Security Officer

Entities handling classified information classified RESTREINT UE/EU RESTRICTED or above under the FWCs, must have appointed a Local Security Officer, to be maintained throughout the duration of the individual FWC. The appointment of the LSO will be assessed under selection criterion L.4 – Legal Capacity Selection Criteria.

2.2.4.7 Security Aspects Letter

Economic operators (all members of consortium and subcontractors) must submit their declaration and justification of compliance with the security aspects letter (referred to as "SAL" – Annex I.H of

the Tender Specifications) and provide evidence of compliance where requested. Any classified information should be treated according to the relevant PSI(s) as defined in the SAL (Annex I.H to the Tender Specifications).

When submitting the proof of compliance with the security aspects letter, each economic operator (all members of consortium and subcontractors) shall also indicate the maximum classification level they are supposed to handle in the performance of the activities under their responsibility.

EUSPA may waive the requirement with regard to subcontractors for which the Tenderer can demonstrate, to EUSPA's satisfaction, the absence of need to know and thus need to gain access to classified information or PRS information (including unclassified PRS information) for the performance of the tasks planned to be allocated to them under the respective contract. The assessment of the letter of compliance with the SAL will be performed under award criterion Q.6. – Award Criteria.

2.2.4.8 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.

2.2.5 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 Group⁵ 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.

⁵ For the purpose of this requirement the expression "Group" is meant to encompass i) the entity or the group of entities acting as a Tenderer, ii) the entity /entities to which the Tenderer or any of the members of the group acting as Tenderer is affiliated, iii) the entities affiliated to the Tenderer or to any of the members of the group acting as Tenderer. An entity shall be deemed affiliated to the Tenderer or any of the members of the group acting as Tenderer if their links fall within the scope of article 22 of Directive 2013/34/EU, of 26 June 2013.

Tenderers are 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 contractor may call on subcontractors also to provide specific know-how 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 EUSPA.
- (ii) When subcontracting, Tenderers shall ensure the subcontractors' compliance with the exclusion criteria under Section 3.1. If the identity of the intended subcontractor(s) is already known at the time of submitting the tender, Tenderers shall provide the subcontractor's Declaration of Honour, as prescribed in section 3.1. Regarding the subcontractors' compliance with the selection criteria, attention is drawn to the Important Note at the end of Section 3.2.3.
- (iii) Third parties from which Commercial Off-the Shelf (COTS) products are procured for the purpose of this Contract shall not be considered subcontractors, except for the purpose of demonstrating compliance to the requirements related to subcontracting shares under Section 2.2.6.2, unless the providers of such COTS are involved in security relevant activities⁶ or they are part of the Core Team. In such latter case, the Tenderer shall have to prove the compliance of these subcontractors to the participation conditions and all other requirements set in the tender specifications, applicable to subcontractors. The Tenderer shall present a list of such third parties / COTS product for verification by the Contracting Authority.
- (iv) It is envisaged that the Contractor shall request EUSPA's prior written authorisation to introduce any newly selected subcontractor(s) according to FWC provisions.
- (v) Where no subcontracting is indicated in the tender, the work will be assumed to be carried out directly by the Tenderer.

The subcontractor may not subcontract further without prior written authorisation of EUSPA.

Any change in the composition of subcontractor/s during the procurement process or after the signature of the FWC is not permitted unless specifically authorised in writing by EUSPA.

⁶ COTS used merely as tools for production / processing of EU Classified Information not contributing / having any 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.)

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 Group⁷.

The Tenderer shall provide in its offer a detailed plan on how to achieve the abovementioned target and the relevant milestones. The quality of the plan, the target percentage and the relevant commitments will be subject to the assessment under award criterion Q7. The compliance with the plan shall be part of the Contractor's obligations under the Framework Contract and its breach will entitle the Agency to the remedies specified therein.

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

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

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,

⁷ 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 the 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
- 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 the 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 the EUSPA as Contracting Authority.

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

2.2.7 Participation of consortia

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

Such consortium must specify the company or person heading the project (the Leader). All members of the consortium must sign a power of attorney authorizing the Leader to submit a tender on behalf of the consortium and to represent the consortium for any FWC execution issue, including amendments of it. 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 EUSPA 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 person will result in the automatic exclusion of that person. If that ineligible person belongs to a consortium, the whole consortium may be excluded, unless the composition of the consortium is changed as per the subsequent paragraph.

Any change in the composition of the consortium during the procurement process or after the signature of the FWC is not permitted unless specifically authorised in writing by EUSPA.

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 Liability

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

2.2.11 The cascade mechanism and its implementation

The notion of the multiple framework service contract in cascade means that the identical FWCs are concluded separately between the EUSPA and several contractors to ensure that the specific contract can be executed by one or other of them, should the one that is first on the list be unavailable or unable to perform the specific contract.

The EUSPA will rank the tenderers in descending order and create a list of maximum 2 contractors and the sequence in which they will be offered to provide services. In case of unavailability of the contractor ranked first, for reasons which do not entail terminating the FWC, the EUSPA may call on the next contractor.

The circumstances which justify signing the specific contract with the contractor next in cascade, are detailed in Article I.3.3 of the draft Framework Contract.

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

The 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.

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

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 by the successful tenderer (all core team members and subcontractors whose contribution exceeds the contribution level of 10%).

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 persons⁸ 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.

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 evidences, which must be provided in the tender, are indicated in the column "to be evidenced by" in the tables below.

⁸ Respective relevant persons mean the natural or legal persons indicated in section 4 of the Declaration of Honour (Annex I.B)

3.2.1 Legal and regulatory capacity

Ref. #	Legal and regulatory capacity criteria	To be evidenced by:	Applicable to:
L1.	<p>General requirement</p> <p>The tenderer must be authorized to perform the Contract under national law.</p>	<p>A duly filled in and signed Legal Entity Form⁹ 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.</p> <p>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.</p>	<p>Core Team: Legal Entity Form and supporting documents.</p> <p>All non Core Team subcontractors where the envisaged percentage of subcontracting is equal to or exceeds 10%: only Legal Entity Form. Supporting documents shall be submitted upon request by EUSPA.</p>
L2.	<p>Place of establishment</p> <p>Tenderers must be established in an EU Member State.</p> <p>Tenders must comply with specific participation conditions laid down in section 2.2.1.</p>	<ol style="list-style-type: none"> As evidenced by proof provided for under criterion L1; Filled in dedicated section in the declaration on honour (Annex I.B); Duly completed Annex I.K – Part 2 signed by an authorised representative and all evidence required therein and in Annex I.K – Part 1. <p>The Agency reserves the right to request supporting evidence demonstrating compliance to the participation conditions if it considers this necessary, before award.</p>	<p>Core Team and all non Core Team subcontractors.</p>

⁹ For download: https://ec.europa.eu/info/publications/legal-entities_en

<p>L3.</p>	<p>FSC Requirement</p> <p>Core Team and non Core Team subcontractors must have – at the moment of submission of offer – a Facility Security Clearance (“FSC”) of at least SECRET UE/EU SECRET level to be maintained throughout the duration of the FWC, unless the tenderer/contractor can demonstrate that the consortium member or subcontractor’s will not have to access classified information above RESTREINT UE/EU RESTRICTED for performing the activities under the FWC outside the EUSPA’s premises or contractor’s premises.</p>	<p>Submission of official documentation proving entity’s FSC up to SECRET UE/EU SECRET.</p> <p>or</p> <p>duly signed and dated statement from entity’s LSO, confirming that the entity holds the above-mentioned FSC,</p> <p>or</p> <p>in case the abovementioned documentation cannot be obtained, detailed explanation accompanied by relevant proof, justifying the reasons why these documents cannot be provided (i.e. due to security applicable rules),</p> <p>or</p> <p>The tenderers shall submit to the EUSPA’s satisfaction in writing the document evidencing that the consortium member or subcontractor does not need to have access to the classified information above RESTREINT UE/EU RESTRICTED for performing the activities under the FWC outside the EUSPA’s premises or contractor’s premises.</p>	<p>Core Team and non Core Team subcontractors, who will handle classified information above RESTREINT UE/EU RESTRICTED for performing the activities under the FWC outside the EUSPA’s premises or contractor’s premises</p>
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<p>L4.</p>	<p>Appointed Local Security Officer</p> <p>Core Team and non Core Team subcontractors handling classified information RESTREINT UE/EU RESTRICTED or above under the FWC must have appointed – at the time of submission of their offer – a Local Security Officer (“LSO”), to be maintained throughout the duration of the FWC.</p>	<p>Submission of a proof of appointment of the tenderer’s respective LSO.</p> <p>There is no specific format or template for proof of appointment of the LSO. A signed declaration of the duly authorised representative of the concerned entity will be sufficient.</p> <p>The tenderer shall clearly list which entity (in case of consortium and subcontracting) will be handling classified information RESTREINT UE/EU RESTRICTED or above.</p>	<p>Core Team and non Core Team subcontractors, who will handle classified information RESTREINT UE/EU RESTRICTED or above.</p>
<p>L5.</p>	<p>Absence of professional conflicting interest</p>	<p>As per section 2.2.4 - statement of absence of Conflict of professional Interest provided, at the time of the submission of the tender, justified based on information on previous and/or current involvement in the design, development, deployment or operation of the EU space components in scope (i.e. Galileo, EGNOS, SSA, Copernicus, GovSatCom, governmental infrastructure of Secure Connectivity) in activities which may have as a result that impartial and objective performance of the present FWC may be compromised.</p>	<p>Each economic operator participating in this procurement, i.e. Tenderers, consortium members and subcontractors.</p>
<p>L6.</p>	<p>PSC Requirement</p> <p>All persons (i.e., from the core team and non core team subcontractors), planned to handle</p>	<p>Official documentation by the relevant National Security Authority (NSA) proving their</p>	<p>Core Team and non Core Team subcontractors planned to handle classified infor-</p>

	<p>classified information above RESTREINT UE/EU RESTRICTED under the Contract must have – at the moment of submission of offer a Personal Security Clearance ('PSC') of SECRET UE/EU SECRET level to be maintained throughout the duration of the Contract.</p>	<p>PSC up to SECRET UE/EU SECRET,</p> <p><u>or</u></p> <p>duly signed and dated statement from entity's LSO, indicating (a) the level of their PSC, (b) the expiration date of their PSC,</p> <p><u>or</u></p> <p>in case the abovementioned documentation cannot be obtained, detailed explanation accompanied by relevant proof, justifying the reasons why these documents cannot be provided (i.e. due to security applicable rules).</p>	<p>mation above RESTREINT UE/EU RESTRICTED.</p>
L7	<p>PRS SAB authorisation Requirement</p> <p>Economic operators (including all individual legal entities involved in the setup of the tenderer) will have to access PRS information and therefore will have to comply with the requirements of the PRS decision.</p> <p>All economic operators participating in this procurement, i.e. tenderers (including any consortium member and subcontractor) must have – at the time of submission of the offer - 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, except if they</p>	<p>Submission of official documentation proving the tenderer's (including any consortium member and proposed subcontractors) obtained PRS SAB authorisation (PRS Support Category).</p> <p>If the tenderers (including any consortium member and subcontractor) cannot provide this official documentation at the time of submission of the offer, they are requested to follow these steps:</p> <ol style="list-style-type: none"> 1. To ask to their respective national CPA to submit a request for a SAB authorisation; 2. To provide written confirmation from the CPA that the request to the SAB was submitted or is in the process of being submitted; 	<p>All economic operators participating in this procurement, i.e. tenderers (including any consortium member and subcontractor)</p>

	<p>demonstrate that one or several members or subcontractors do not have the need to know and thus no need to gain access to PRS information for the performance of their tasks under the FWC.</p> <p>For the performance of the tasks, the economic operators (including all individual legal entities involved in the setup of the tender) will need to access to PRS information corresponding to PRS Support Category.</p>	<p>3. Evidence of step 1 and step 2 shall be provided together with the Tender.</p> <p>Important Notes:</p> <p>(i) Failing to comply with the requirement of step 3 above may lead to exclusion from the procurement process.</p> <p>(ii) The tenderers must have the process of SAB authorisation completed by the time of the award.</p>	
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<p>L8</p>	<p>CRYPTO authorisation The Contractor shall demonstrate that at least two persons (i.e., from the core team or non core team sub-contractors), planned to handle CRYPTO information under the Contract have an active and valid CRYPTO authorization certificate.</p>	<p>Official documentation by the relevant National Security Authority (NSA) proving CRYPTO authorization certificate,</p> <p>or</p> <p>duly signed and dated statement from 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,</p> <p>or</p> <p>in case the abovementioned documentation cannot be obtained, detailed explanation accompanied by relevant proof, justifying the reasons why these documents cannot be provided (i.e. due to security applicable rules).</p> <p>If the tenderer cannot provide this official documentation at the time of submission of the offer, they are requested to submit proof of initiation of the process for obtaining CRYPTO authorisation for the relevant personnel together with the Tender. The tenderer must have the process of CRYPTO authorisation for the relevant personnel completed by the time of the award.</p>	<p>In total at least two persons (covering both tasks as defined in Annex I.J) among Tenderers, consortium members and sub-contractors whose personnel will handle CRYPTO information under the Contract to be awarded under this tender.</p>
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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	<p>A stable financial capacity to sustain its business.</p> <p>If, for some exceptional reason which the EUSPA considers justified, the tenderer is unable to provide the requested documents, the tenderer may prove its capacity by other documents which the EUSPA considers appropriate. In any case, EUSPA must, as a minimum, be notified of any exceptional reason and its justification in the tender. The EUSPA reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.</p>	<p>Duly filled in Financial Statements relating to the Selection Stage in Annex I.E.</p> <p>Submitting a full copy of the tenderer's annual accounts (balance sheet, profit and loss account, notes on the accounts and auditors' remarks when applicable (with reference to Annex I.E)</p>	<p>Tenderer, including its consortium members.</p>
F2.	<p>The tenderer must have a minimum yearly turnover (in EUR) of: 600,000</p> <p>in the last three years preceding the year of launch of the present tender procedure.</p>	<p>Duly filled in Financial Statements relating to the Selection Stage in Annex I.E</p> <p>Submission of a copy of the tenderer's annual accounts (profit and loss account, notes on the accounts and auditors' remarks when applicable).</p>	<p>Tenderer (all members of consortium cumulatively). The tenderer may also include the financial capacity of subcontractors in order to reach the required capacity level.</p>

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 security accreditation including security risk analysis of complex systems in all domains (physical security, ITSEC, operational security, organisational security, etc.)	Provide a list of EU/National/ International projects in security risk analysis within 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
T2.	Involvement in 2 different projects relating to security audit activities with focus on cyber (covering multiple areas of the following: architecture audit, configuration audit, physical and organisational audit) in complex systems	Provide a list of EU/National/ International projects in security activities in complex systems during the past 5 years, including a description of the activity, tenderer's role in the activities, 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
T3	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 NOTES:

The same projects or services may be provided as evidence for the T1, T2 and T3 criteria).

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 exclusion 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.	Each economic Operator participating in this procurement, i.e. Tenderers, consortium members
M2	B2 level (according to Europass CV Classifications) of English, both written and spoken, of all personnel.	Corresponding statements of compliance in the Declaration of Honour – Annex I.B. The 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.

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 evidences 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, adequacy and consistency of the tenderer's organisation for the fulfilment of the different tasks of the SToR (Annex I.J to the TS, section 1, 2)	<ul style="list-style-type: none"> Adequacy of the proposed organisation of the tenderer to fulfil the different tasks (maximum points: 6) Description of the measures to ensure resource availability (maximum points: 6) 	12	6
Q2	Quality of the technical experience and skills of the tenderer's proposed team, methodology to perform the different tasks of the SToR (Annex I.J to the TS, section 1, 2)	<ul style="list-style-type: none"> Suitability of the technical experience and skills of the tenderer's proposed team for carrying out the security accreditation tasks, pentests, cyber security audits (in particular audits under the national transposition of the Directive (EU) 2016/1148) (maximum points: 25). Quality of the method(s) for security risk assessment and analysis of complex technical systems such as GNSS. In particular when assessing requirements, specification, architecture, design and qualification documentation and evidence (maximum points: 5). 	30	15

Q3	Quality and adequacy of the proposed team and organisation for execution of the Simulation Exercises. This criterion must be answered with reference to simulation exercise #1 Question 2 and simulation exercise #2 Question 4, included in Annex I.J, section 3	<ul style="list-style-type: none"> • Quality and adequacy of the proposed team (maximum points: 4) • Adequacy of the task work breakdown and role and skill-based assignment to the team (maximum points: 3) • Adequacy of the proposed work schedule for the task (maximum points: 3) 	10	5
Q4	Quality and adequacy of technical reports as reply to the Simulation Exercises. This criterion must be answered with reference for completion of the Task defined in simulation exercise #1 Question 1 and simulation exercise #2 Question 3, included in Annex I.J, section 3	<ul style="list-style-type: none"> • Quality and adequacy of tenderer's feedback to Question 1 in Annex I.J – section 3 Simulation exercise in terms of (maximum points: 12) <ul style="list-style-type: none"> - Quality of the report addressing the main findings, conclusions and recommendations in terms of relevant technical content and viable recommendations; - Addressing/mastering of technics Tactics, Techniques, and Procedures (TTPs) (methods, tools and strategies) that cyber threat actors use to develop and execute cyber-attacks. 	30	15

		<ul style="list-style-type: none"> • Quality and adequacy of tenderer’s feedback to Question 3 in Annex I.J - SToR in terms of (maximum points: 12) <ul style="list-style-type: none"> - Relevant insights on the auditing process; - Ability to apply standards and theory relevant during the audit process; - Quality of the Audit Plan in terms of plan, conclusions and recommendations of the auditing activities. • Quality of the communication approach: reporting style, production of technical documentation to good quality whilst being comprehensive and understandable in terms of (maximum points: 6) <ul style="list-style-type: none"> - Quality of the report content in Question 1 in Annex I.J, and audit plan in Question 3 in Annex I.J - Appropriateness of reporting style for delivery of the task. 		
Q5	Quality of the proposed operational organisation to monitor absence of conflict of interests and manage the conflict of interests during the execution of the FWC as described in section 2.2.4 of the Tender Specifications.	<ul style="list-style-type: none"> • Existence of appropriate process for the prevention of conflict of interest and process for the risk assessment (maximum points: 4). • Appropriate process for the mitigation and (where possible) removal of conflict of interest (maximum points: 4) 	8	4

Q6	Adequacy of the justifications provided in relation to compliance with the Security Aspects Letter ¹⁰	5	2.5
Q7	Quality and credibility of the subcontracting plan and relevant commitment taking into account the target percentage (section 2.2.6)	5	2.5

¹⁰ The requirements evaluated in selection criteria (e.g. FSC, 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.

In order to allow for a comparison of the offers, tenderers are requested to submit Financial Proposal following the financial table of answers (Annex I.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 exclusion from the tender procedure.

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

3.4.3 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:

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

The Total Tender Evaluation Price includes sum of:

- the price of the provision of services for 12 months as per level of effort estimated by EUSPA in Table 3 of Annex I.F and
- the price of the Simulation Exercise 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).

3.4.5 Calculation of final score and ranking of tenders

The Contract will be awarded to the tenderer having passed the selection stage and offering the best value for money, i.e. the highest score in the final evaluation.

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

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

A ranking list of all tenderers will be established based on the 'score for tender' formula above. The contract will be awarded to the tenderer which will be ranked the highest (the best price-quality ratio).

4 Conditions of submission of tenders

4.1 Disclaimers

Please note disclaimers referred to in the invitation to tender.

4.2 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/01/23 and the project title “Security Accreditation 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/01/23”;
- Envelope 2: “TECHNICAL OFFER”, with the name and stamp of the tenderer and the reference number of the procurement procedure “EUSPA/OP/01/23”;
- Envelope 3: “FINANCIAL OFFER”, with the name and stamp of the tenderer and the reference number of the procurement procedure “EUSPA/OP/01/23”.

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)	<p>A cover letter, dated and signed by duly authorized representative of the tender, including:</p> <ul style="list-style-type: none"> • A declaration of full acceptance of the requirements in this Invitation to Tender; • The tenderer's undertaking to provide the services; • Analysis of absence of conflicting interest, as per section 2.2.4.2 above; • A list of all the documentation included/enclosed in the tender; • A declaration that any of the entities involved are not a Restricted Person and do not fall under the scope of subject to EU Restrictive Measures in the list published at www.sanctionsmap.eu. • A list of the legal entities involved, specifying each entity's role and qualifications; • Tenderer's contact details.
(2)	<p>The duly filled in, signed and dated identification sheet of the tenderer using the template in Annex I.A¹¹.</p>
(3)	<p>The duly filled in, signed and dated legal entity form¹² 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: http://ec.europa.eu/budget/library/contracts_grants/info_contracts/instructions_fich_le_en.pdf.</p>
(4)	<p>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.</p>
(5)	<p>The duly filled in, signed and dated Financial Identification Form using the template available at: 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>
(6)	<p>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).</p>

(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
(10)	<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 an tender on behalf of the consortium, sign and manage the Contracts, using the template in Annex I.C.
(11)	<u>In case of subcontractors</u> , a duly filled in, signed and dated subcontractor Letter of Intent using the template in Annex I.D
(12)	Description and measures ensuring compliance with the subcontracting requirements under section 2.2.6.2 .
(13)	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);
(14)	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:

¹¹ (one) per legal entity (i.e. tenderer, all consortium members, all subcontractor(s))

¹² (one) per legal entity (i.e. tenderer, all consortium members, all subcontractor(s))

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) • Duly written, signed and dated Statement of Compliance (Annex I.L) to this document and its technical annexes. The tenderer must fill-in Annex I.L and (i) confirm its full compliance and (ii) define its partial or non-compliance to the requirements and tasks described in this document and its technical annexes. Any non-compliance or partial compliance must be explained and the level of compliance committed to be reached shall be indicated. • Your reply to the simulation exercises as per SToR Annex I.J to be evaluated under the relevant qualitative award criteria. • One section per each award criterion, subdivided into subsections per subcriteria. 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. • Curriculum vitae 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). • PIMP – the tenderer shall demonstrate how the PRS Need to Know is implemented for each PRS deliverable
(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.
(3)	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 FWC¹³, 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.

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

¹³ 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.

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/01/23
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/01/23: submission of tender by *[insert name of legal entity / consortium]*"

4.8 Public opening of the tenders

The tenders will be opened on the date and time specified in section 1.7 above, in the offices of the EUSPA, Janovskeho 438/2, Prague 7, Czech Republic.

This opening session will be public. One representative of each tenderer may attend the opening of the tenders. For organisational and security reasons the tenderer must specify the tenderer (s) he represents and provide the full name of the attending person, date of birth, nationality and ID or passport number of the representative at least five calendar days in advance to: tenders@euspa.europa.eu. The subject of the email shall be: "EUSPA/OP/01/23: request from *[insert name of legal entity / consortium]* to participate to the opening session". The representative will be required to sign an attendance sheet.

In order to be able to enter EUSPA premises for the opening of the tenders, the attending person shall present an ID card or passport at the reception of EUSPA.

The contracting authority reserves the right to refuse participation in the opening session if the above information is not provided as required.

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

- verification that each tender has been submitted in accordance with the submission requirements of the call for tenders;
- announcement of the tenders received: the names of the tenderers (all members in the case of a joint tender) will be announced;

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

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

4.9 Period of validity of the tenders

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

4.10 Further information

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

Before the final date for submission of tenders:

- At the request of the tenderer, the 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/01/23.
- 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.

4.11 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 170 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.

4.12 Data protection

Any personal data that may be included in the tenders received during the present procedure will be processed in accordance with (1) the applicable rules on the protection of natural persons with regard to the processing of personal data by the EU institutions, bodies, offices and agencies (currently Regulation (EU) 2018/1725) and (2) the modalities of the following privacy statement:

Identity of the controller and Data Protection Officer:

1. For what concerns the processing purposes 1 and 2 below:

- **Controller:** European Union Agency for the Space Programme (EUSPA), Head of Security Accreditation Department, sab@euspa.europa.eu.
- **Data Protection Officer:** EUSPA Data Protection Officer, Janovskeho 438/2 170 00 Prague 7, Czech Republic, dpo@euspa.europa.eu.

2. For what concerns the processing purpose 3 below:

- a. **Joint Controllers:** (1) EUSPA, Head of Security Accreditation Department, Janovskeho 438/2 170 00 Prague 7, Czech Republic, sab@euspa.europa.eu and (2) European Commission, Directorate-General for Budget of the European Commission ('DG Budget'), DG Budget's Data Controller BUDG-FICHER-TIERS@ec.europa.eu
- b. **Data Protection Officers:** (1) EUSPA Data Protection Officer, Janovskeho 438/2 170 00 Prague 7, Czech Republic, dpo@euspa.europa.eu and (2) DG Budget Data Protection Coordinator BUDG-DATA-PROTECTION-COORDINATOR@ec.europa.eu

Purpose of the processing:

1. the management and administration of the tender procedure;
2. the preparation of the contract, only with regard to the personal data of the awarded tenderer(s);
3. only with regard to the personal data of the awarded tenderer(s):
 - o the registration of the necessary "legal entities" and "bank account" files in the Commission Financial System ABAC (Accrual Based Accounting)
 - o the execution of payments towards the registered entities
 - o the registration of the related financial transactions

Data concerned:

- Contact information of tenderers, e.g. name and last name of authorised representatives, email address, postal address, telephone numbers, company/agency/body and department, country of establishment, position.
- Financial information of tenderers, e.g. bank account number, IBAN and BIC codes, address of respective bank branch, name of bank account holder.
- Information that may be included in CVs of experts proposed by tenderers: name and last name of proposed experts, educational background, professional experience including details on current and past employment, technical skills and languages etc.
- Data related to criminal convictions and offences of: (1) members of the administrative, management or supervisory body of tenderers, (2) natural persons who have powers of representation, decision or control of the tenderer, (3) owners of the tenderers as defined in Article 3(6) of Directive (EU) 2015/849, (4) natural persons assuming unlimited liability for the debts of the tenderers, (5) natural persons who are essential for the award or the implementation of the contract; such data are collected through the submission of the declaration of honour.

It is specifically noted that:

- the abovementioned processing operations will not entail the processing of any special categories of personal data other than the data related to criminal convictions and offences mentioned above. If, however, a tenderer submits such data at its own volition and without any specific request, it is implied that the data subject has given its consent to the processing of such data,
- the provision of personal data by the tenderers is a requirement necessary to enter into the FWC.

Legal bases: Article 5(1)(a), 5(1)(c), 10(2)(a) and 11 of Regulation (EU) 2018/1725

Lawfulness of the processing:

- Article 5(1)(a): the processing is necessary for the performance of a task carried out in the public interest, specifically the management and functioning of the EUSPA through the launching of tender procedures.
- Article 5(1)(c): the processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract; the EUSPA processes the personal data of the tenderers at their request (through the submission of their tenders) in order to take the necessary steps prior to enter into the contract with the awarded tenderer(s).
- Article 11: the processing of personal data relating to criminal convictions and offences shall be carried out only when authorised by Union law; such processing, in the form of an extract from the judicial record or declaration of honour, is explicitly foreseen in the Financial Regulation¹⁴ (Articles 136-140)

- Article 10(2)(a): as explained above, in case any tenderer submits special categories of data at its own volition and without any specific request, it is implied that the data subject has given its consent to their processing

Recipients of the data processed:

- a limited number of staff of the EUSPA managing this tender procedure
- data processors:
 - a limited number of staff of EUSPA contractors assisting EUSPA staff in the management of this tender procedure
 - a limited number of staff of EUSPA contractors in charge of the provision of hosting services for the EUSPA's servers
 - a limited number of staff of the Directorate-General for Budget of the European Commission ('DG Budget')
- bodies charged with a monitoring or inspection task in application of Union law (e.g. internal audits, Financial Irregularities Panel, European Anti-fraud Office – OLAF)
- members of the public: the winning entities will be announced to the public, which may also entail the announcement of the personal data of the representatives of such entities (e.g. name, last name)

Information on the retention period and storage locations of personal data:

- any information pertaining to this tender procedure shall be kept for up to 7 years following the end of the year when the contract(s) has been awarded as a result of the tender procedure; files may also have to be retained until the end of a possible audit if one started before the end of the above period;
- all collected data may be stored:
 - electronically on EUSPA servers with access control measures (i.e. one or two factor authentication) hosted by EUSPA contractors which are located in the EU and abiding by the necessary security provisions
 - physically in secure storage cupboards in the EUSPA HQ in Prague
 - electronically and physically on the servers/cupboards of the processors identified above (all of which are established in an EU Member State)

The data subjects' rights:

- Data subjects have the right of access, rectification and erasure of their personal data or restriction of processing at any time, provided that there are grounds for the exercise of this right, as per the applicable rules
- Data subjects have the right to object, on grounds relating to his or her particular situation, at any time to the processing of personal data concerning him or her. Requests shall be addressed to Security Accreditation Department at sab@euspa.europa.eu by describing the request explicitly. It is noted that pursuant to such a request, the Controller shall no longer process the personal

data unless the Controller demonstrates compelling legitimate grounds for the processing which override the interests, rights and freedoms of the data subject or for the establishment, exercise or defence of legal claims

- Data subjects may obtain their personal data, submitted to EUSPA, in a structured, commonly used and machine-readable format and transmit them to another controller, provided that there are grounds for the exercise of this right, as per the applicable rules
- Data subjects are entitled to lodge a complaint at any time with the European Data Protection Supervisor (<http://www.edps.europa.eu>; EDPS@edps.europa.eu) if they consider that their rights under the applicable rules on the protection of individuals with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data have been infringed as a result of the processing of their personal data by EUSPA
- Only in cases where the data subjects' consent is used as the legal basis for the processing of personal data (i.e. in case they have submitted special categories of data at their own volition and without any specific request), they can withdraw their consent at any time, without affecting the lawfulness of the processing before the withdrawal

Any request for the exercise of any of the abovementioned rights shall be addressed to the Security Accreditation Department at sab@euspa.europa.eu; data subjects are kindly requested to describe their requests explicitly.

4.13 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	Au-	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	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	Statement of Applicability of the SAL
Annex I.J	Specific Terms of Reference (including simulation exercises)
Annex I.K	Part I – Criteria for assessment of participation conditions Part II – Excel Spreadsheet – Declaration of Ownership and Control Part III - Additional information regarding the Assessment of participating conditions

Annex I.L	Statement of compliance to the Tender Specifications
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