

EUSPA/OP/12/26

“Personal Microwave Security Scanners”

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

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1 Overview

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

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

1.1 Context of the Tender

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

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

The EUSPA headquarters are located in Prague 7 – Holesovice, Czechia. Other EUSPA sites are located in Saint-Germain-en-Laye (France), Madrid (Spain), Noordwijk (Netherlands) and Toulouse (France).

1.2 Purpose

The objective of this procurement procedure is to conclude a Framework Contract (hereinafter referred to as "the Contract", "Framework Contract", or "FWC") for the supply and installation of personal microwave security scanners, and their maintenance for the 4 (four) years following the delivery. Security scanners are aimed to be used in a data centre environment and as such should contribute to prevent attacks such as sabotage and data theft.

1.3 Name and form of procurement procedure

Name: EUSPA/OP/12/26 – Personal Microwave Security Scanners (Security Scanners).

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

Lots: Not applicable.

1.4 General Conditions

- Tenderers are required to accept all the terms and conditions set out in the ITT and the Tender Specifications. However, this is without prejudice to the possibility of declaring (duly justified) partial- or

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

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

non-compliance to the contractual baseline. In this regard, the level of stated compliance and justified partial or non-compliance will be assessed by virtue of the qualitative criterion Q4. The Tenders will have to fulfil the conditions of submission set out in Section 15.7.3 below.

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

1.5 Applicable Rules

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

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

- EUSPA Financial Regulation: European GNSS Agency Financial Regulation 2019 adopted by its Administrative Board on 16 August 2019 (Ref.: GSA-EDA-AB-DEC-252663, version 1.0)³;

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

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

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

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

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

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

2 Procurement procedure and timeline

2.1 Timeline

Timetable	Date	Comments
Launch of the procurement process – submission for publication of Contract Notice to the Supplement to the Official Journal of the EU	24/07/2026	All documents of the Invitation to Tender available at: Funding & Tenders Portal (https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/opportunities/tender-details/6da0ba3f-caef-418f-b573-7cf3b0c6759b-CN#anchorDocuments) and EUSPA website http://www.EUSPA.europa.eu/EUSPA/procurement
Deadline for requests for clarifications	04/09/2026	Clarification requests to be submitted only via the Funding & Tenders Portal (see above).
Last date on which clarifications may be issued by EUSPA	08/09/2026	All clarifications will be published at the Funding & Tenders Portal (see above).
Deadline for submission of tenders	14/09/2026 at 23.59 (CET)	According to conditions of submissions set out in section 15.8 of these Tender Specifications.
Opening session and start of evaluation process	16/09/2026 at 11.00 (CET)	As per section 15.9 of the present document.
Completion of evaluation	21/10/2026 (estimated)	The estimated date is only indicative, it may be changed and it is not binding on the Contracting Authority.
Award	06/11/2026 (estimated)	The estimated date is only indicative, it may be changed and it is not binding on the Contracting Authority.
Estimated start of implementation of the Contract	20/11/2026 (estimated)	The estimated date is only indicative, it may be changed and it is not binding on the Contracting Authority.

Table 1: Procurement Timetable

3 Scope and Envisaged Contractual Approach

The objective of this procurement is to conclude a Single Framework Contract (“FWC”) with a maximum duration of 48 months, as described in Section 3.4.4.

3.1 Scope – Technical Terms of Reference

The Contractor shall deliver personal microwave security scanners **compliant with the following requirements:**

I. Detection Capabilities

- The personal microwave security scanner shall automatically detect concealed objects on a person’s body regardless of material composition (metallic, non-metallic, plastic, ceramic, composite, paper etc).
- The system shall detect small data-bearing devices including USB flash drives, magnetic tapes, standard SD cards, SIM cards, external SSDs, portable hard drives, CDs, and similar storage media, even when concealed under clothing, attached to the body, or hidden in footwear.
- The scanner shall be capable of detecting thin, low-density and small-form-factor objects typically used for covert data exfiltration such as SD Card with standard size of 32mmx24mmx2.1mm.
- The system shall provide automatic threat recognition without requiring operator interpretation of raw anatomical images.
- Detected items shall be displayed on a generic human body outline indicating precise alarm location.

II. Operational Requirements

- The system shall support both entry and exit screening to prevent introduction and exfiltration of unauthorized devices.
- The system shall handle Persons with Reduced Mobility / with disabilities.
- The scanner shall support both:
 - Local operator mode (agent physically present beside the scanner)
 - Remote supervision mode (agent located in the Security Control Room)
- Switching between local and remote modes shall not require system reboot or operational interruption.
- The solution shall support custom screening configuration policies.

III. Remote Supervision & Monitoring

In this configuration, an overhead camera will be installed above the scanner to provide live visual monitoring of the screening area for the guards in the secured control room and instructions by the guard in charge of

monitoring the security scanner will be transmitted through a two-way intercom adjacent to the scanner to enable real-time communication between the screened individual and the remote operator.

The scanner shall be ready to be used in such a configuration.

- The scanner shall transmit scan results and alarms in real time to a remote security control room.
- The interface shall provide a clear and intuitive display of alarm zones, system status, and operator controls.

IV. Logging and Audit

- The system shall log all scan events, alarm triggers, operator acknowledgements, and system actions with date and time stamps.
- The system shall log system security events like system startup and shutdown, user logins and log-outs, failed authentication events, privilege changes, administrative actions, access to sensitive configuration settings.
- Security logs should be Tamper evident, access-controlled, time synchronized and protected from unauthorized deletion.
- Logs shall be exportable in a standard format for audit, investigation, or compliance purposes.
- The system should be able to store on-line/of-line operational logs, security logs and audit logs for 5 years minimum.

V. Cybersecurity & Data Protection

- All communications between scanner and secured control room, shall be encrypted.
- The system shall implement role-based access control with individual authenticated user accounts.
- Administrative access shall be restricted and auditable.
- The system shall comply with applicable data protection regulations and shall not display nor store anatomical images of screened individuals and use generic avatar display only.

VI. Performance & Reliability

- The use of the scanner shall not present any risk for the health of users or operators.
- The solution shall include self-diagnostics and automatic fault notification to the security-controlled room.
- The vendor shall provide:
 - A. Delivery, installation, commissioning and user training, waste, safety and security management.

B. Provision of the standard manufacturer's warranty for minimum 2 years after the delivery of purchased shredders (Warranty), which is to include at least the following:

- Corrective maintenance: repair or replacement of components in case of malfunction or breakdown.
- Spare parts: supply of the necessary non-consumable spare parts.
- On-site interventions: where necessary, travel to and work at one of the Contracting Authority's sites.
- Remote support: where applicable, remote diagnostics or support services.

C. Post-Warranty Maintenance after the expiry of the Warranty up until 4 (four) years following the delivery, within the validity of the FWC and respective Specific Contracts.

For the purpose of this contract, "Post-Warranty Maintenance" refers to all activities necessary to keep the scanners in proper working condition, which includes all the elements included into Warranty, as mentioned above, and further:

- Preventive maintenance: regular servicing and checks as recommended by the manufacturer or as required to ensure continued optimal performance.

Note: The ability of the tenderer to ensure preventive maintenance also as a part of the Warranty and longer Post-Warranty Maintenance will be evaluated positively within award criterion Q3 (see Section 12.1 below).

The Contracting Authority may order Post-Warranty Maintenance services for annual, half-yearly or quarterly periods. In such cases, the price for the requested maintenance period shall be determined on a pro rata basis, using the corresponding annual price specified in the Contractor's financial offer.

VII. Delivery Term

Security scanners shall be delivered within 3 months from the signature of the specific Order Form. Faster delivery will be evaluated positively within award criterion Q2 (see Section 12.1 below).

3.2 Implementation of the FWC

The FWC shall be implemented through specific Order Forms, in line with the essential terms established at the FWC level. Signature of a Framework Contract does not impose an obligation on EUSPA to conclude Order Forms or purchases. Only implementation of the Framework Contract via specific Order Forms is binding on the Contracting Authority.

The single framework contract will be concluded with one contractor. Order Forms shall be awarded on the basis of the terms laid down in the Framework Contract, refined or, in duly justified circumstances, supplemented to reflect the particular circumstances of the specific Order Form. The details are set out in the draft contract.

3.3 Evaluation of the FWC

Tenders submitted within the present procurement procedure are to be evaluated against the criteria set out in these tender specifications and based on the duly signed and dated Financial Proposal (Annex I.F).

3.4 Main Contractual provisions

3.4.1 Language of the Contract

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

3.4.2 Volume and value of the Contract

The maximum total value of all purchases under the FWC is EUR 1,200,000.00 (one million two hundred thousand euro), for the whole duration of the FWC. Please note that financial offers exceeding the aforementioned maximum total value will lead to an automatic rejection of the tender.

3.4.3 Place of Performance

The place of performance of the tasks shall be the Contractor's premises and the deliveries and the installation is to be made in Saint-Germain-en-Laye (France) and San Martin de la Vega (Spain), defined on a case-by-case basis in the Order Forms.

For the scope and implementation of the FWC, access to the Contracting Authority's premises is not required, as supplies are received at a delivery point at the main entrance or reception. Visits to the Contracting Authorities' premises or briefings during the tendering process or FWC implementation are not foreseen.

3.4.4 Duration

Framework Contract is intended to be signed for a total maximum duration of forty-eight (48) months, as further detailed in the respective Framework Contract.

3.4.5 Ownership

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

3.4.6 Subcontracting requirements

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

4 Organisation of the Tenderer

4.1 Introduction

Economic operators can submit a tender either as a sole economic operator (sole Tenderer) or as a group of economic operators (joint tender)⁴. In either case subcontracting is permitted.

The submitted Tenders and the conduct of the involved entities in the present procurement procedure must be autonomous and independent, including cases where entities belonging to the same Undertaking⁵ submit separate Tenders.

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

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

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

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

In order to fulfil the selection criteria, set out in Section 10, the Tenderer can rely on the capacities of subcontractors or other entities that are not subcontractors (see Section 0).

4.2 Core Team

Tenderers are required to present their Core Team (i.e. the Prime Contractor, including, where relevant, all group members, and those entities/subcontractors, which are essential in order for the Tenderer to meet the selection criteria under Section 10), including the roles and responsibilities of the respective entities for the purpose of this procurement as well as a description of the Undertaking⁶ to which they belong.

Tenderers shall prove that they will have at their disposal the resources necessary for performance of the Contract by providing Annex I.D.1 (Subcontractor Letter of Intent) on the part of every subcontractor on

⁴ Each economic operator participating in the joint tender is referred to as “group member”.

⁵ For definition, see Section 16, Table 10: Abbreviations.

⁶ For definition, see Section 16, Table 10: Abbreviations.

whose resources it relies in order to fulfil the selection criteria (i.e. all subcontractors that are members of the Core Team), confirming the latter's irrevocable undertaking to make such resources available to the Tenderer in case of being awarded the Contract.

In order to fulfil the selection criteria a Tenderer may also rely on the capacities of other entities (that are not subcontractors), regardless of the legal nature of the links it has with them. It must in that case prove that it will have at its disposal the resources necessary for the performance of the Contract by providing Annex I.D.2 (Non-Subcontractor Letter of Intent), signed by the authorised representative of such an entity, and the supporting evidence that those other entities have the respective resources.⁷

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

4.3 Joint Tenders

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

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

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

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

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

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

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

- The remaining group members are not in an exclusion situation, ground for rejection, meet the selection criteria (see Section 10) and comply with the Access to Procurement conditions;

⁷ This does not apply to subcontractors on whose capacity the tenderer relies to fulfil the selection criteria – for these the documentation required for subcontractors must be provided.

- The change must not make the tender non-compliant with the procurement documents;
- The terms of the originally submitted tender are not altered substantially;
- The continuation of the participation of the remaining group members in the procurement procedure does not put the other Tenderers in a competitive disadvantage;
- The remaining group members undertake to implement the Contract, in case of an award, without the rejected group member.

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

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

the Contracting Authority, subject to the above-mentioned conditions being met, reserves the right to authorise the change in the group, provided that

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

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

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

4.4 Compliance with competition laws in case of joint bidding

Groups of economic operators (within the meaning of section 4.3 above) may submit a Tender on the condition that their joint bid does not result in the restriction or elimination of competition. For detailed information regarding the applicable competition law principles, Tenderers are invited to consult the Commission's Horizontal Guidelines⁸ ("Guidelines").

Restriction or elimination of competition may occur when the members of the group are (even potentially) competing on the same market and one (or more) member(s) of the group would be realistically capable to carry out the contract individually, i.e. the group includes more members than what is strictly necessary in order to carry out the contract.⁹

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

⁹ See points 352 to 357 of the Guidelines.

For this reason, joint bidding by entities that could have otherwise competed for the performance of the Contract may restrict or eliminate competition on the market. Joint bidding by a group composed of potential and/or actual competitors may still be allowed if the joint bid provides significant efficiencies compared to the potential individual bids (see below).¹⁰

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

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

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

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

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

4.5 Change in the Composition of Tenderer / Core Team

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

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

For changes of subcontractor please refer to Section 0.

¹⁰ See point 358 and 359 of the Guidelines.

¹¹ See point 358 of the Guidelines.

5 Industrial Organisation

5.1 Sub-contracting

5.1.1 General provisions

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

The following shall not be considered subcontracting:

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

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

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

The following shall apply to subcontracting:

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

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

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

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

6 Legal Terms and Reference

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

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

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

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

6.2 Applicable Law and Jurisdiction

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

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

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

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

7 Access to Procurement

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

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

7.1 Participation Conditions

Participation in this procurement shall be open on equal terms to Tenderers (i.e. Sole / Prime Tenderers, group leaders / members) (natural and/or legal persons) under the conditions set out in Article 179 FR (i.e. those established in the territory of the Member States of the EU or in a third country which has a special agreement with the EU in the field of public procurement, when applicable to the Agency, under the conditions laid down in that agreement). Furthermore, such Tenderers may rely on subcontractors established outside of the EU subject to other applicable provisions of these Tender Specifications.

Please note that the Agreement on Government Procurement¹² concluded within the World Trade Organisation does not apply to procurement conducted by EU Agencies including the present procedure.

Economic operators referred to above are considered established in the EU when they are formed in accordance with the law of an EU Member State and have their central administration or registered office or 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).

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

1. Identification Form (template available at: [Business partners – legal entities and bank accounts - European Commission](#)),¹³ and
2. Extract of the inclusion in a trade or professional register, or certificate, membership of a specific organisation, or equivalent.

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

7.2 EU Restrictive Measures

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

The Tenderer shall provide a statement in the Cover Letter of its Tender (on its own behalf and on behalf of its Core-Team members, sub-contractors) guaranteeing that the Tenderer, and its Core Team members, sub-contractors and respective relevant persons¹⁴ are not being a Restricted Person and do not fall under the

¹² https://www.wto.org/english/tratop_e/gproc_e/gp_gpa_e.htm.

¹³ Where a Tenderer has already signed another Contract with EUSPA, it may provide instead of the Legal Entity File and its supporting documents a copy of the legal entity file provided on that occasion, unless a change in its legal status occurred in the meantime or the legal entity file/its supporting documents are older than one year.

¹⁴ Respective relevant persons are meant the natural or legal persons indicated in section 4 of the Declaration of Honour (Annex I.B).

scope of subject to EU Restrictive Measures in the list published at <https://www.sanctionsmap.eu>. In case of discrepancies between the website and the restrictive measures published in Official Journal of the EU, the latter prevails.

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

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

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

To evidence compliance with the EU Restrictive Measures,

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

8 Exclusion Criteria

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

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

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

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

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

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

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

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

To evidence compliance with the Exclusion Criteria,

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

9 Rejection Criteria

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

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

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

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

10 Selection Criteria

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

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

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

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

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

Tenderers must have the capacity below to perform the tasks.

10.1 Legal and Regulatory Capacity

10.1.1 Legal Entity Authorisation Requirement

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

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

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

2. Identification Form (template available at: [Business partners – legal entities and bank accounts - European Commission](#)),¹⁵ and
3. Extract of the inclusion in a trade or professional register, or certificate, membership of a specific organisation, or equivalent.

¹⁵ Where a Tenderer has already signed another Contract with EUSPA, it may provide instead of the Legal Entity File and its supporting documents a copy of the legal entity file provided on that occasion, unless a change in its legal status occurred in the meantime or the legal entity file/its supporting documents are older than one year.

10.1.2 Management of Conflicting Interest

10.1.2.1 Conflicting Interest of the Contractor

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

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

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

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

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

10.2 Economic and Financial Capacity

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

10.2.1 Stable Financial Position

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

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

1. Duly filled in Financial Statements relating to the Selection Stage in Annex I.E (for each member of the Core Team, if applicable); and

2. Copy of the Tenderer's annual accounts (profit and loss account, notes on the accounts and auditors' remarks when applicable) of the last three years approved by external auditors (for each member of the Core Team, if applicable).

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

10.2.2 Minimum Yearly Turnover

The Tenderer must have a minimum yearly turnover of EUR 600,000.00 in the last three years preceding the year of launch of the present procurement procedure.

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

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

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

10.3 Technical and Professional Capacity

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

10.3.1 Relevant Experience

The Tenderer shall demonstrate experience in performing recent and comparable supplies. The tenderer must have been manufacturing and/or supplying personal microwave security scanner at least in the past 3 (three) years.

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

1. Description of supplies and list of clients fulfilling the requirement;
2. Letters of satisfactory performance and completion of the services issued by the Tenderer's customers; and
3. The list of performed contracts including the value of relevant services.

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

11 Minimum Requirements

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

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

The Tenderer shall demonstrate compliance with Minimum Requirements as follows:

11.1 Compliance with environmental, social and labour laws and regulations

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

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

11.2 Compliance with Artificial Intelligence (AI) laws and regulations

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

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

11.3 Minimum quality thresholds

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

12 Award Criteria

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

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

12.1 Qualitative Award Criteria

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

Ref #	Description of the Award Criterion	Maximum score	Minimum score
Q1	Quality and adequacy of the proposed personal microwave security scanner in terms of its capacity to automatically detect small objects on a person's body (the smaller and the less thick detectable the more points awarded).	50	25
Q2	Committed delivery term between the EUSPA order and the date of an on-site delivery (the faster the better).	20	10
Q3	Quality and scope of the warranty and maintenance services.	20	10
Q4	Level of stated compliance to the contractual baseline and relevance of justifications where applicable: Level of stated compliance to draft Contract and relevance of the related justifications where applicable in case of non- or partial compliances are reported, including quality and consistency of possible alternative wording proposed.	10	5

Table 2: List of Qualitative Award Criteria

12.2 Financial Award Criteria

12.2.1 General

The tenders will be evaluated with regard to their Financial Proposals, which shall be submitted in the form provided in Annex I.F.

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 rejection from the tender procedure.

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

12.2.2 Total Price for Evaluation Purposes of the Tender

For evaluation purposes, the “Total Price for Evaluation Purposes of the Tender” will be computed using the financial table of answers (Annex I.F). The “Total Price for Evaluation Purposes of the Tender” will include:

- The price per unit of the scanner all inclusive (all administrative costs, delivery, installation, commissioning, waste, safety and security management, user training, warranty services etc.), and
- The all-inclusive costs related to Maintenance per one scanner per one year.

12.2.3 Calculation of Financial Score of the Tender

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

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

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

In case only one valid Tender reaches this stage of the evaluation process (i.e. only one Tender passes in the award stage and/or has scored above the (individual and overall) thresholds for the qualitative award criteria identified in Section 13.6.1 above), the congruity and reasonableness of the Total Price will be assessed considering the quality of the offered supplies, the characteristics of the relevant market in scope of the present procurement and available benchmarks and shall lead to the attribution of a Financial Evaluation Score, out of 100 points, which is the maximum amount of points which can be scored under the Financial Award Criteria.

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

13 Evaluation Method

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

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

It involves the following:

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

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

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

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

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

13.1 Access to Procurement

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

Ref #	Access to Procurement Conditions	To be Evidenced by:	Applicable to:
A1	Participation Conditions Entity must meet the conditions as per Section 0 . above.	As per the provisions in Section 0 .	All economic operators, as provided in Section 0 .

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

Table 3: Access to Procurement

13.2 Exclusion Criteria

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

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

Table 4: Exclusion Criteria

13.3 Rejection Criteria

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

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

Table 5: Rejection Criteria

13.4 Selection Criteria

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

13.4.1 Legal and Regulatory Capacity

Ref #	Legal and Regulatory Capacity Criteria	To be Evidenced by:	Applicable to:
L1	Legal Entity Authorisation Requirement Compliance with Section 10.1.1 above.	As per the provisions in Section 10.1.1 above.	All economic operators, as provided in Section 10.1.1 above.
L2	Management of conflicting interest Compliance with Section 10.1.2 above	As per the provisions in Section 10.1.2 .	All economic operators, as provided in Section 10.1.2 .

Table 6: List of Legal and Regulatory Capacity Criteria

13.4.2 Economic and Financial Capacity

Ref #	Economic and Financial Capacity Criteria	To be Evidenced by:	Applicable to:
F1	The Tenderer must be in a stable financial position and have the economic and financial capacity to perform the Contract.	As per the provisions in Section 10.2.1 .	The Tenderer, including its Core Team (cumulatively) in accordance with Section 4.1 .
F2	The Tenderer must have a minimum yearly turnover of EUR 600,000.00 in the last three years preceding the year of launch of the present procurement procedure.	As per the provisions in Section 10.2.2 .	The Tenderer, including its Core Team (cumulatively) in accordance with Section 4.1 .

Table 7: List of Economic and Financial Capacity Criteria

13.4.3 Technical and Professional Capacity

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

Table 8: List of Technical and Professional Capacity Criteria

13.5 Minimum Requirements

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

Table 9: List of Minimum Requirements

13.6 Award Stage

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

13.6.1 Qualitative Award Criteria

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

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

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

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

13.6.2 Calculation of Final Score and Ranking of Tenders

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

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

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).

14 Award of the Contract and standstill period

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

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

15 Conditions of Submission of Tenders

15.1 Participant Register

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

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

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

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

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

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

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

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

15.3 Disclaimers

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

15.4 Variants

Variants are not permitted under this procurement procedure; therefore, Tenders shall not deviate from the services requested.

15.5 Preparation costs of Tenders

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

15.6 Presentation of the Tender

15.6.1 Language

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

15.7 Content of the Tender to be Submitted

The Tender must be:

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

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

Note: The time for completion of the procurement evaluation and award of the Contract is of essence. The bidders are requested to read carefully the requirements, specified in the Tender Specifications for each exclusion and selection criterion and for the evidences, requested to demonstrate a compliance to them.¹⁶

Should the Tenderer omit to submit or submits evidence that is not compliant¹⁷ or is unclear, **the Contracting Authority may restrict the number of the requests for clarifications or not search for clarifications as per Art. 154 FR, if the clarification process may lead to a delay in the tender evaluation completion.**

15.7.1 Administrative File (ENVELOPE I)

Each Tender shall include an administrative file, containing:

¹⁶ If during the tender preparation bidders need clarification on the requirements or requested evidences, they may refer to the opportunity to obtain such via the Q/A process – see section 15.11 below.

¹⁷ E.g. Issued by other than the specified authority / not signed/ outdated / signed by non-authorized person / signed by person for whom authorisation is not demonstrated / discrepant with other documents in the tender, etc.

Ref. #	ENVELOPE 1 – ADMINISTRATIVE DOCUMENTS
1)	A cover letter, dated and signed by duly authorised representative of the Tenderer, including: • A declaration of full acceptance of the terms and conditions of this Invitation to Tender (without prejudice to the possibility of declaring (duly justified) partial- or non- compliances to the contractual). • The Tenderer's undertaking to provide the services. • A list of all the documentation included/enclosed in the Tender. • The Tenderer's contact details. • A section presenting the industrial organisation of the Tenderer, describing the Tenderer and listing all the legal entities involved, specifying each entity's role and qualifications. For each entity, it shall be clearly identified (i) whether it is essential in order for the Tenderer to be in a position to meet the selection criteria (i.e. whether it belongs to the "Core-Team"). • In case of groups, the competition law compliance assessment made under Section 4.4 above. • A statement in line with the requirement under Section 7.2 above (EU Restrictive Measures). • All the Information required pursuant to Section 9 above (Rejection Criteria). • A statement pertaining to the Conflicting Interest of the Contractor including all the details, as applicable, as required under Section 10.1.2.1 above, i.e. for each economic operator (i.e. the Prime Tenderer / each member of the group / each subcontractor). A list of all the documentation included/enclosed in the Tender.
2)	A duly signed and dated statement of authorisation/Power of Attorney containing the name and position of the representative/signatory and official documentary evidence on the person's legal authority to validly sign the Tender and the Contract on behalf of the organisation, should it be awarded it.
3)	In case of groups, a duly signed and dated statement/declaration by each of the group members specifying the company or person heading the project and authorised to submit a tender on behalf of the group, sign and manage the Contracts, using the template in Annex I.C.
4)	The duly filled-in and signed Identification Sheet of the Tenderer using the template in Annex I.A. Annex I.A (one per Tenderer including all the legal entities involved in the group and subcontractors and containing, where appropriate, as many Sections as legal entities involved).
5)	For the proposed subcontractors, or other entities on whose capacity the Tenderer intends to rely, duly filled in, signed and dated Sub-contractor Letter of Intent using the template in Annex I.D.1 (for subcontractors) and/or Non-Subcontractor Letter of Intent using the template in Annex I.D.1 (for other entities), to be submitted for each subcontractor/entity individually).
Exclusion / non -rejection Criteria	
6)	The duly filled in, signed and dated Declaration(s) of Honour (including supporting evidence) relating to exclusion criteria, grounds for rejection and selection criteria using the template

Ref. #	ENVELOPE 1 – ADMINISTRATIVE DOCUMENTS
	in Annex I.B - one per economic operator (i.e. Tenderer, all group members, all sub-contractor(s), if any).
Selection Criteria – General	
7)	The duly filled in, signed and dated Identification Form (one per economic operator involved) (tender, group member, or sub-contractor) using the template available at: Business partners – legal entities and bank accounts - European Commission. Note: Only the Prime Tenderer or Group Leader are required to fill-in the “Banking Details” section of the Identification Form and provide the related bank signature & stamp / or bank statement.
8)	Extract of the inclusion in a trade or professional register, or certificate, membership of a specific organisation, or equivalent (one per economic operator involved (tender, group member, or sub-contractor)). Note: If the VAT number does not appear on such document, provide a proof of the VAT number in addition to the above.
Selection Criteria – Economic and Financial Capacity	
9)	The duly filled in, signed and dated Financial Statements relating to the selection stage using the template in Annex I.E, complemented by the full financial statements for the last three financial years and a statement of turnover relating to the relevant supplies for this tender for the last three financial years as requested in Table 7 of these Tender Specifications. To be submitted separately by each entity on whose capacity the Tenderer intends to rely for the fulfilment of the Economic and Financial Capacity Criteria.
Selection Criteria – Technical and Professional Capacity	
10)	A declaration describing (and tracing to the evidence provided) the Tenderer’s experience in performing recent and comparable supplies, as required to fulfil criteria in section 13.4.3 (T1).
Other	
11)	Duly written, signed and dated Statement of Compliance (using the template in Annex I.G) to the contractual baseline, i.e. to the Draft Framework Contract. Tenderers are informed that their tenders will be assessed, by virtue of the qualitative criterion Q4, on the level of compliance to the contractual baseline and the credibility of the related justifications / quality and consistency of the proposed alternative wording. In all the cases where Tenderers are required to submit their Statement of Compliance, the following rules shall apply: a) The Statement of Compliance shall state the degree of compliance with the relevant provisions/requirements/documents (and related annexes) provided by the Contracting Authority as part of the Invitation to Tender.

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

15.7.2 Technical File (ENVELOPE II)

Each Tender shall include a technical file, containing:

Ref. #	ENVELOPE 2 – TECHNICAL OFFER
(1)	An Executive Summary (maximum 15 pages) providing a high-level view of the Tenderer's proposed organisation for the performance of the activities within the Tender and, if awarded, within the Contract;
(2)	A Technical Proposal, including at least the following: - One section per each Qualitative Award Criterion. Each of these sections shall describe the approach related to the respective award criterion, namely: - The proposed personal microwave security scanner capacity to automatically detect small objects on a person's body; - Committed delivery term between the EUSPA order and the date of an on-site delivery; - The warranty and maintenance services; - Level of stated compliances. - Clear references to the other parts of the Tender, i.e. to the documents provided as supporting evidences for Selection Criteria. - Detailed implementation methodology describing how it intends to carry out the delivery, installation, commissioning, and training activities under the Contract

15.7.3 Financial File (ENVELOPE III)

Each Tender shall include a financial file, containing:

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

The financial offer must respect the following conditions:

15.7.3.1 Prices

Prices quoted in Annex I.F, must be quoted in euros. Prices are firm and fixed and binding for the Tenderer/Contractor throughout the duration of the Contract. The unit prices in the financial offer will constitute the price list for the duration of the FWC, and shall include all costs and expenses which are necessary for performance of the tasks.

These costs and expenses are indicatively:

- The price per unit of the scanner all inclusive (all administrative costs, delivery, installation, commissioning, waste, safety and security management, user training, warranty services etc.), and
- The all-inclusive costs related to Maintenance per 1 scanner per respective number of years.

15.7.3.2 VAT exemption

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

15.7.3.3 Currency and exchange rates

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

15.8 Submission

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

NOTA BENE: Tenderers are invited to make sure they prepare and submit the Tender in eSubmission early enough to ensure it is received within the deadline indicated in Section 2 of these Tender Specifications.

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

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

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

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

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

15.9 Public opening of the Tenders

The Tenders will be opened on the date and time specified in Section 2 above, via a videoconference.

This opening session will be public. One representative of each Tenderer may attend the opening of the Tenders. At the end of the opening session, the Chairman of the opening committee will disclose the names

of the Tenderers and the decision concerning the admissibility of each offer received. The prices indicated in each Tender received will not be communicated.

Tenderers who wish to attend are invited to send a request (at least 3 (three hours) before the date and time of the opening) to the following e-mail address: tenders@euspa.europa.eu, specifying the name of the attending person and the Tenderer (s)he represents. The subject of the email shall be: **“EUSPA/OP/12/26: request from [insert name of legal entity / group] to participate to the opening session”**.

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

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

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

15.10 Period of Validity of the Tenders

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

15.11 Contacts with the Tenderers

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

Before the final date for submission of Tenders:

- At the request of the Tenderer, the Contracting Authority may provide additional information solely for the purpose of clarifying the nature of the Contract.
- Any requests for additional information by the Tenderers must be made in writing only through the above-mentioned F&T Portal link (see Section 2) according to the instructions laid down in the Invitation to Tender.
- Requests for additional information received after the deadline specified in Section 2 above cannot be processed.
- Any additional information will be published through the above-mentioned F&T Portal link (see Section 2). It is the economic operator's responsibility to check for updates and modifications during the submission period.

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

After the opening of Tenders:

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

15.12 Information for Tenderers

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

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

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

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

15.13 Data Protection

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

This data will be processed by EUSPA as indicated in the privacy statement published on the Agency's website (https://www.euspa.europa.eu/sites/default/files/documents/privacy_statement_relating_to_euspa_procurement_procedures_grants_prizes_and_selection_of_experts.pdf). Any request regarding your personal data should be addressed to the data controller responsible for the call for tenders (Head of SAU, euspa-sau@euspa.europa.eu). You may also contact the Agency's Data Protection officer (DPO) at DPO@euspa.europa.eu. If your request has not been responded to adequately by the data controller and/or DPO, you can lodge a complaint with the European Data Protection Supervisor at edps@edps.europa.eu.

16 Abbreviations and Definitions

Abbreviation	Definition
DPO	Data Protection Officer
EC	European Commission
EU	European Union
EUSPA	European Union Agency for the Space Programme
FR	Financial Regulation
FWC	Framework Contract
GNSS	Global Navigation Satellite System
IPR	Intellectual Property Right
ITT	Invitation To Tender
SME	Small and Medium Enterprise
TS	Tender Specifications
VAT	Value Added Tax

Table 10: Abbreviations

Term	Definition
Core Team members	(a) Prime Contractors, (b) any possible economic operator submitting the tender jointly with the prime tenderer (e.g., group members) and (c) any entity(ies)/subcontractors whose capacity is used by the tenderer to comply with selection criteria as per Section 10.
Undertaking	The term “Undertaking” encompasses all entities belonging to the same “single economic unit”, i.e. directly or indirectly controlling, controlled by or under common control of the tenderer or any of the members of the group acting as tenderer, provided that (i) an entity shall be considered part of the Undertaking only for the time during which such control exists, and (ii) for the purpose of this definition, “control” shall be constituted in case any of the following applies to either the legal entity on one side or the tenderer or any of the members of the group acting as tenderer on the other side in relation to each other: (a) holding, whether directly or indirectly, a majority of the voting rights, (b) holding, whether directly or indirectly, more than 50% (fifty per cent) of the share capital, (c) having the right to appoint or remove a majority of the members of the board of directors or other management body, (d) having, by agreement, the right to exercise a majority of the voting rights. Entities which are directly or indirectly controlled by the same entity (as described in points (a), (b), (c) and (d) above are also considered being part of the same Undertaking.
Prime Tenderer / Contractor	The Tenderer / Contractor assuming the responsibility for managing the procurement process and the resulting Contract. Prime Tenderer / Contractor may rely on subcontractors, but only the former remains

Term	Definition
	responsible of the execution of the Contract vis-à-vis the Agency and its sole point of contact.
Subcontractor or sub-contractor	An economic operator that is proposed by a tenderer or contractor to perform part of a contract.

Table 11: Definitions

17 List of Annexes

Annex	Title
	Administrative Annexes:
Annex I.A	Template Identification Sheet of the Tenderer
Annex I.B	Template Declaration of Honour
Annex I.C	Template Joint Bidding Power of Attorney
Annex I.D.1	Template Subcontractor Letter of Intent
Annex I.D.2	Template Non-Subcontractor Letter of Intent
Annex I.E	Template Financial Statements
Annex I.F	Template Financial Table of Answers
Annex I.G	Template Statement of Compliance

Table 12: List of Annexes

End of Document