ACTIVE PCP

Pre-CommerciAl ProCuremenT of Innovative Personal ProtectiVe for First Responders Equipment



TENDER DOCUMENT 1 (TD 1) CALL FOR TENDERS

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Abbreviations

Abbreviation	Meaning
APB	Administrative Procurement Board
CBRN	Chemical, Biological, Radiological, and Nuclear
ESPD	European Single Procurement Document
EU	European Union
GA	Grant Agreement
GDPR	General Data Protection Regulation
GPA	Government Procurement Agreement
HAZMAT	Hazardous material
HE	Horizon Europe
IPR(s)	Intellectual Property Right(s)
MS	Member State
OMC	Open Market Consultation
PCP	Pre-Commercial Procurement
PEC	Procurement Evaluation Committee
PIN	Prior Information Notice
PPI	Public Procurement of Innovative solutions
R&D	Research and Development
SMEs	Small and Medium Enterprises
SOTA	State of the Art
TEC	Technical Evaluation Committee
TED	Tenders Electronic Daily
TRR	Test Readiness Review
VAT	Value Added Tax
WTO	World Trade Organization

Key Definitions

Term	Definition
Buyers Group	The group of Contracting Authorities jointly undertaking and financing the PCP procurement and sharing responsibility for the procurement outcomes.

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Contracting Authority	The public authority or body participating in the PCP procurement in accordance with the applicable legal framework.
Contractor	A successful Tenderer awarded a PCP contract for the performance of R&D services.
Lead Procurer	The Contracting Authority appointed by the Buyers Group to coordinate and conduct the joint PCP procurement procedure on behalf of the Buyers Group.
Subcontracting	Subcontracting refers to any contract or agreement between the Tenderer and a Third Party, whereby that Third Party agrees to provide services to the Tenderer to enable or assist the Tenderer to provide the R&D services or any part thereof to the Contracting Authority.
Table Top Exercise (TTX)	Tabletop exercises (TTX) serve as in-house demonstrations to evaluate PPE performance across all operational stages, including preparation, maintenance, and cleaning. Subsequently, live outdoor testing allows end users to evaluate garment performance during hands-on activities.
Tender	The offer submitted by a Tenderer in response to this Call for Tenders.
Tenderer	An economic operator, or consortium of economic operators, submitting a Tender in response to this Call for Tenders.

TENDER DOCUMENT 1 (TD 1) CALL FOR TENDERS

PREFACE

This ACTIVE PCP Call for Tenders invites all interested parties to present their offers for R&D services in the form of a solution in the field of innovative Personal Protective Equipment (PPE) for first responders, including police, firefighters, and emergency medical services, operating in complex CBRN and HAZMAT environments.

The procurement addresses the growing challenge of keeping responders safe and operationally effective amid evolving threats – from CBRN incidents and HAZMAT situations to complex emergencies triggered by terrorism, industrial accidents, or natural disasters. ACTIVE PCP seeks to overcome this gap by actively involving the "demand side" (public safety buyers and end-users such as police, firefighters, and emergency medical services) in defining their unmet needs and steering industry R&D efforts towards those needs.

ACTIVE PCP is a research & development (R&D) services procurement which is conducted through a Pre-Commercial-Procurement (PCP).

This Call for Tenders-Tender Document 1 (TD1) is divided into six sections.

- Section 1 explains the PCP approach and how it differs from traditional procurements. This section also provides an overview of the budget, as well as the procurement approach. In addition, a general introduction to the procurers involved (also referred to as Buyers' Group) is provided.

- Section 2 introduces the tender profile, with the visions, overall challenge must address and the motivation behind it. It explains the different phases of the PCP and the expected outcome of each phase and the timeline of the ACTIVE PCP. Finally, Intellectual Property Right (IPR) considerations are addressed.

- Section 3 explains the preconditions for submitting Tenders, and an overview of the criteria to be used in the evaluation of the Tenders.

- Section 4 describes the content and format of the Tenders, the opening of Tenders and the different Envelopes.

- Section 5 addresses conditions of the contracts between the winning Tenderers and the Buyers' Group, and payments based on satisfactory completion of milestones and deliverables of the phase, payment schedules and eligibility.

- Section 6 includes the language, communication, data processing and confidentiality and cancellation of the Tender Procedure.

And 4 Annexes:

- Annex 1: Checklist of documents and actions

- Annex 2: Information about the Buyers' Group

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- Annex 3: Challenge Brief, requirements and scenarios
- Annex 4: Open Marker Consultation Report

In addition, following documents have been drafted, discussed and updated according feedback from consortium during the first project period:

- Tender Document 2 (TD 2): Cover Letter
- Tender Document 3 (TD 3): Technical Offer
- Tender Document 4 (TD 4): Financial Offer and Cost Breakdown
- Tender Document 5 (TD 5): ESPD
- Tender Document 6 (TD 6): Subcontracting Statement
- Tender Document 7 (TD 7): Framework Agreement
- Tender Document 8 (TD 8): PCP Specific contract for Phase 1/2/3
- Tender Document 9 (TD 9): Contractor details and project abstracts
- Tender Document 10 (TD 10): End of Phase (1, 2, 3) Report

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1. SECTION 1: THE PCP PROCEDURE

1.1. Introduction

The Lead Procurer (KEMEA, Greece) – in its own name and in the name and on behalf of the Public Buyers Group (PBG) – invites tenderers to submit offers for the provision of R&D Services for the ACTIVE PCP project.

This PCP will be conducted in accordance with the procedure explained in section 2.3 below.

The budget for the PCP amounts to a maximum of 3.650.000,00 EUR including VAT (see section 2.6 below).

Tenderers should aim to commercialise their solution at a maximum of four (4) years after the end of the PCP.

When tendering for this PCP, it should be considered that the offered price should reflect the fact that the Intellectual Property Rights (IPR) stay with the Contractor.

While every effort has been made to provide comprehensive and accurate information in all notices and documents prepared for the purposes of this PCP, the Contracting Authority does not accept any liability or provide any expressed or implied warranty in respect of any such information. Tenderers must form their own conclusions about the solution needed to meet the requirements set out in the Tender Documents and may wish to consult their legal advisers.

The Contracting Authority does not bind itself to accept the lowest priced or any Tender. The evaluation process is described in detail under section 3 of the present document.

The Call for Tenders does not constitute an offer or commitment to enter into a Framework Agreement.

No contractual rights in relation to the Contracting Authority will exist unless and until a formal written Framework Agreement has been entered into by the Contracting Authority.

Any notification of a successful Contractor status by the Contracting Authority shall not give rise to any enforceable rights by the Contractor.

The Contracting Authority may cancel this PCP procedure at any time prior to a formal written Framework Agreement and Specific Contract being executed by the Contracting Authority.

The Call for Tenders supersedes and replaces all previous documentation, communications and correspondence between the Contracting Authority (in its own name and on behalf of the Buyers' Group) and Tenderers, and Tenderers should place no reliance on such previous documentation and correspondence.

This PCP is an open tendering procedure and participation is on equal terms to all types of operators from the countries provided under section 3.1 of the present document (eligible Tenderers, Joint Tenders and Subcontracting) regardless of their size or governance structure. There will, however, be a requirement relating to the place of performance of the R&D Services.

For Phases 2 and 3, participation is limited to Contractors that successfully completed the preceding Phase.

Tenders may be submitted by a single entity or in collaboration with others. The latter approach can involve either submitting a Joint Tender or Subcontracting, or a combination of the two approaches.

Participation in the Open Market Consultation is not a condition for submitting a Tender.

1.2. Procurer(s) and other parties involved in the PCP

This procurement relates to a joint PCP that will be carried out by the following **Contracting Authority**: **KENTRO MELETON ASFALEIAS (KEMEA), Greece, acting as Lead Procurer.**

The Contracting Authority is appointed to coordinate and lead the joint PCP, and to sign and award the Framework Agreement and the specific contracts for all phases of the PCP, in the name and on behalf of the following **Buyers' Group**:

- **PRIESGAISRINES APSAUGOS IR GELBEJIMO DEPARTAMENTAS PRIE VIDAUS REIKALU MINISTERIJOS FIRE AND RESCUE DEPARTMENT UNDER THE MINISTRY OF THE INTERIOR (PAGD),**
- **PYROSVESTIKI YPIRESIA KYPROU*FIRE SERVICE OF CYPRUS (FSC)**
- **CENTRUM NAUKOWO-BADAWCZE OCHRONY PRZECIWPOZAROWEJ IM. JOZEFA TULISZKOWSKIEGO - PANSTWOWY INSTYTUT BADAWCZY (CNBOP)**

See Annex 2 for more information.

1.3. General context & background

This procurement is a **Pre-Commercial Procurement (PCP).**

PCP challenges innovative players on the market, via an open, transparent and competitive process, to develop new solutions for a technologically demanding mid- to long-term challenge that is in the public interest and requires new research and development.

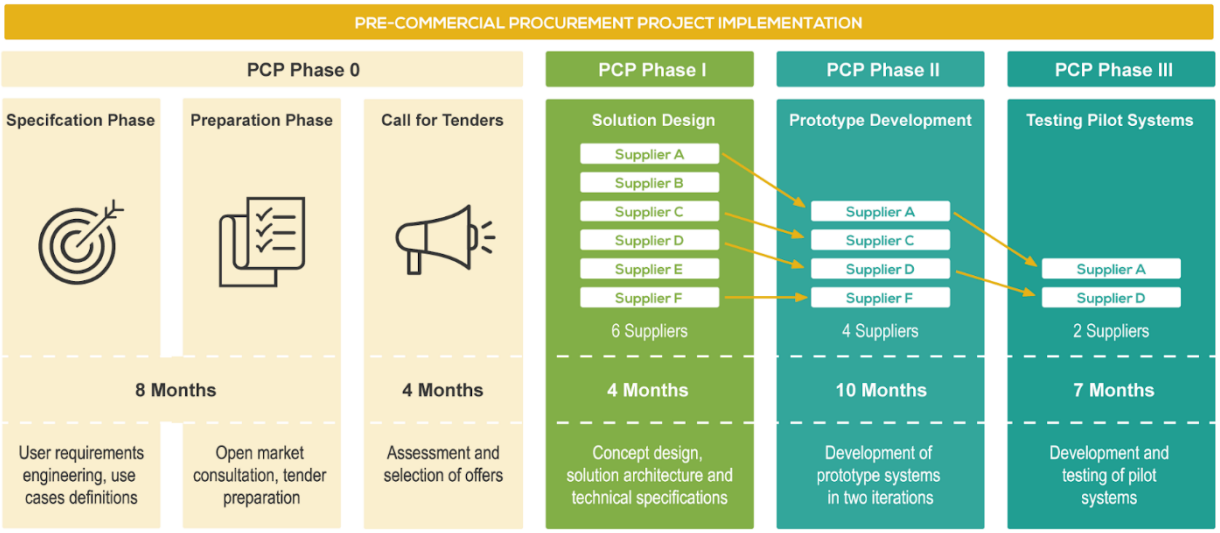


Figure 1: PCP Structure

In this context, PCP enables the co-creation of innovative solutions by R&D suppliers (e.g. technology providers, researchers) and contracting authorities. Pre-Commercial Procurement is an approach to procure R&D services that involves competitive development in phases, risk-benefit sharing under market conditions and that aims to create growth and jobs in Europe.

1.3.1. Public procurement of R&D services

PCP addresses mid- to long-term public procurement needs for which either no commercially stable solutions yet exist on the market, or existing solutions exhibit structural shortcomings which require further R&D to resolve. PCP is a way for contracting authorities to trigger the market to develop new solutions that

address these shortcomings. PCP focuses on specific identified needs and provides customer feedback to businesses from the early stages of R&D. This improves the likelihood of commercial exploitation of the newly developed solutions.

1.3.2. Competitive development in phases (multiple sourcing)

PCP targets situations that require R&D and for which there are no solutions on or close to the market yet. Different market parties may have different ideas for solutions to the problem. As R&D is yet to take place, there is not yet any proof as to which of these potential alternative solutions would best meet customers' needs.

PCP therefore awards R&D contracts to a number of competing contractors at the same time, in order to compare different approaches to solving the problem. It thus offers innovators an opportunity to show how well their solution compares with others and to obtain a first customer test reference.

The phased approach progressively identifies the solutions that offer the best value for money and best meet the customer needs. It allows successful contractors to improve their solutions gradually based on lessons learnt and feedback from the contracting authority. It also makes it easier for smaller companies (including SMEs and start-ups) to participate in the PCP and to grow their business step-by-step throughout the PCP.

PCP may include the purchase of the limited set of innovative solutions that were developed and tested during the PCP. Depending on the outcome of the PCP, contracting authorities may or may not decide to follow-up the PCP with a public procurement for wider diffusion of the innovative solutions (Public Procurement of Innovative solutions).

1.3.3. Risk-benefit sharing at market conditions

PCP allocates to each contractor the ownership of the IPRs attached to the results it generates during the PCP so that contractors can widely exploit the newly developed solutions commercially. The contracting authority receives the rights to use the R&D results and licensing rights subject to certain conditions (see more details in the contract).

PCP is not a grant or subsidy. It is a public procurement of R&D services at market price, thus providing contractors with a transparent, competitive and reliable source of financing for the early stages of their research and development.

1.3.4. Creating growth and jobs in Europe

PCP procurements are exempted from the EU public procurement directives, the WTO Government Procurement Agreement (GPA) and the EU's other procurements agreements with third countries.

PCP procurements can thus contain conditions, for example conditions that restrict access of third country Tenderers to the procurement and place of performance conditions that require selected contractors to locate a specific part of the R&D activities for the contract, including in particular the principal researcher(s) working for the PCP contract, in Europe.

1.4. Procurement approach

For the present procurement, the **Open Procedure is adopted**.

The evaluation of the tenders will be based on best value for money criteria, as detailed below under section 3.

2. SECTION 2: SCOPE OF TENDER

2.1 ACTIVE PCP Vision

The vision of the ACTIVE PCP project builds the foundation for the development of innovative Personal Protective Equipment (PPE) systems designed to overcome the fundamental shortcomings of current gear. By integrating advanced materials and smart technologies, the project aims to significantly enhance the safety, operational efficiency, and adaptability of first responders, providing a leap forward in protection for those facing evolving multi-hazard threats, including Chemical, Biological, Radiological, and Nuclear (CBRN) incidents.

Current practices in PPE often fail to address unknown or emerging hazards and lack the adaptability required for diverse operational settings. For instance, many CBRN resistant suits cannot withstand heat, and heavy, restrictive designs frequently lead to overheating, fatigue, and reduced fine motor precision. Furthermore, poorly fitting gear - particularly for female first responders - can compromise protection and lead to non-compliance in the field. The ACTIVE PCP project envisions a solution where equipment is no longer a hindrance but a seamless extension of the responder.

The findings of SOTA analysis confirm that, while the market offers a wide range of mature single-domain solutions, there is a significant lack of integrated, multi-hazard, sensor-enabled protective systems. Existing commercial products typically address only specific hazard categories and often require trade-offs between protection domains, without delivering a unified solution capable of combining comprehensive CBRN protection, thermal resistance, lightweight design, and embedded smart monitoring functionalities.

The supplier landscape further reflects this imbalance in market maturity, with strong representation in mechanical, physical, fluid, and heat protection technologies, but considerably lower availability in biological, radiological, and nuclear protection domains due to their higher technical complexity and limited commercial demand. In parallel, the technology and patent landscape analysis demonstrates that most identified technologies have reached medium-to-high maturity levels (TRL 6–8), confirming that many enabling components are already technically validated. However, no integrated system-level solution has achieved full operational readiness or market deployment.

Overall, the assessment clearly identifies a critical innovation gap between mature individual technologies and the absence of a fully integrated, smart, multi-hazard protective ensemble capable of meeting the operational requirements of the ACTIVE PCP. This validates both the necessity and the strategic relevance of the PCP approach, which is essential to stimulate innovation, bridge the existing market gap, and support the development of next-generation integrated protective solutions.'

Building on this identified gap, the ACTIVE PCP vision goes beyond conventional protective equipment by introducing smart and connected capabilities that can actively support first responders during operations. A system that truly impacts the work of emergency teams must provide enhanced situational awareness. The ACTIVE PCP vision includes the integration of miniaturised sensors within the PPE to track responders' health and environmental hazards in real-time, coupled with secure data transmission. This technological leap ensures that commanders and peers have immediate access to life-saving data, such as physiological strain and location tracking, during complex operations.

To reach the desired quality and efficiency improvements, suppliers must focus on several **Key Innovation Areas**:

- "**All-Hazard" Fabric Solutions:** Developing lightweight, high-performance materials that provide comprehensive protection across a wide spectrum of CBRN and thermal hazards.

- **Adaptive and Modular Design:** Creating configurable systems with interchangeable layers that allow responders to quickly adapt to different roles and threat scenarios without frequent equipment changes.
- **Ergonomics and Comfort:** Utilising stretchable fabrics and advanced ventilation to reduce physical strain and heat stress, enabling sustained performance during extended shifts.
- **Sustainability and Maintenance:** Developing self-cleaning or antimicrobial materials to reduce the heavy logistical burden of decontamination and ensure supply chain resilience through durable, reusable designs.

Furthermore, the solution must prioritise interoperability. ACTIVE PCP aims to strengthen cooperation across European agencies and borders, ensuring that PPE solutions comply with emerging EU standards and certifications. This alignment supports coordinated multi-stakeholder operations and ensures that first responders from different nations can work together effectively using compatible, high-standard equipment.

Ultimately, improving PPE solutions means to provide:

- Improved protection of first responders in **complex and multi-hazard environments**, including CBRN, HAZMAT, terrorist attacks, and natural disasters.
- Enhanced **usability, comfort, and mobility** of PPE, reducing physical strain, heat stress, and fatigue while enabling sustained operational performance.
- Increased **adaptability and versatility** of PPE solutions, allowing responders to operate effectively across different threat scenarios without frequent equipment changes.
- Improved **responder safety and situational awareness** through the integration of advanced technologies such as physiological monitoring, environmental sensing, and location tracking.
- Strengthened **interoperability** of PPE across agencies and borders, supporting coordinated multi-stakeholder and cross-border emergency operations in line with EU requirements.
- Greater **resilience and sustainability** of PPE systems, through reusable, easy-to-maintain designs that reduce dependency on fragile supply chains.

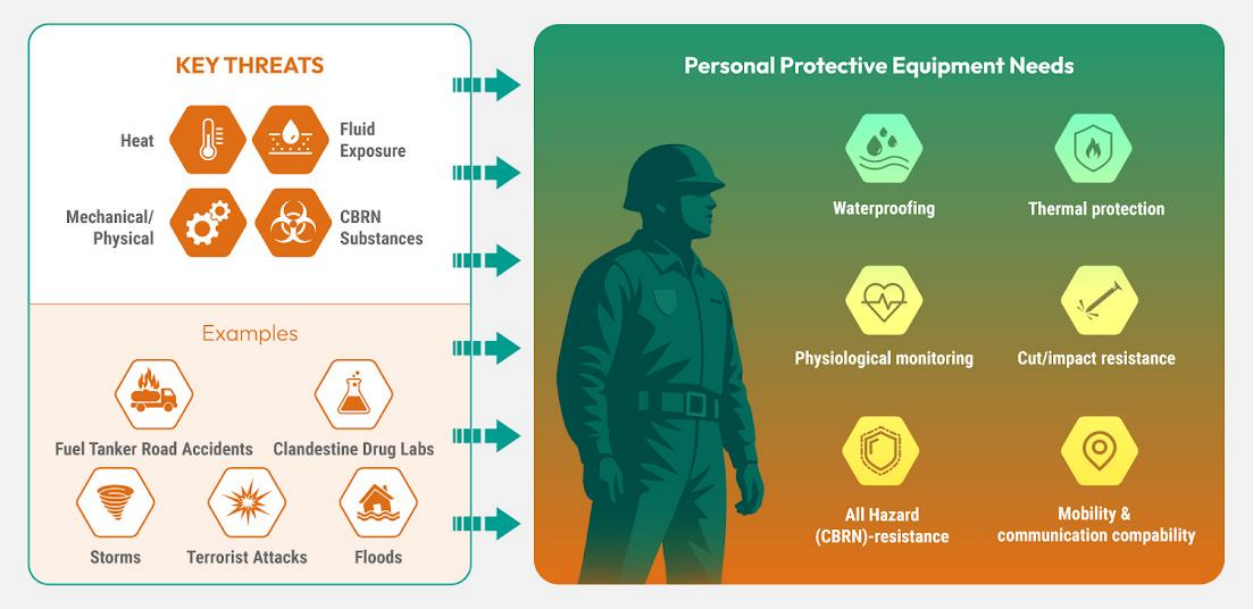


Figure 2: ACTIVE PCP – Conceptual graphic

2.2 ACTIVE PCP Challenge

Personal Protective Equipment (PPE) is essential for safeguarding first responders such as police, firefighters, and emergency medical personnel in hazardous and unpredictable environments. These responders are increasingly confronted with a high level of uncertainty, complex threats, including chemical, biological, radiological, nuclear, and explosive (CBRN-E) incidents, along with hazardous material (HAZMAT) situations. Given the evolving nature of these threats—often stemming from terrorist attacks, industrial accidents, or natural disasters—effective and advanced PPE is critical. However – as highlighted by several European end-user organisations - the current PPE available to first responder organisations faces multiple limitations that reduce its effectiveness and usability, presenting a range of operational, physical, risk/safety-cultural, and organisational challenges.

1. **Operational and Environmental Challenges**: Current PPE often fails to address unknown or emerging hazards, lacking adaptability to protect against threats like unfamiliar chemical or biological agents. For instance, CBRN-E resistant PPE may not withstand heat. Additionally, PPE must be portable for varied operational settings and requires extensive decontamination or disposal processes, increasing response delays and logistical demands.

2. **Discomfort and Fit Issues:** Poorly fitting or uncomfortable PPE, particularly for female firefighters, can compromise protection and compliance. Ill-fitting gear may leave gaps, reducing effectiveness, while heavy, restrictive PPE limits movement, ventilation, and communication. Prolonged wear can cause irritation or rashes, further discouraging use and jeopardising safety, especially during extended operations.

3. **Compliance and Usage Challenges:** Inconsistent PPE use due to discomfort, overconfidence, or poor hazard awareness increases risks. Responders may remove PPE during perceived "low-risk" tasks, while training gaps and improper fitting reduce effectiveness. Peer influence also affects compliance, especially in mixed teams where not all members wear full protective gear.

4. **Reduced Mobility and Performance:** PPE often limits mobility and precision, hindering tasks requiring fine motor skills. Heavy, full-body gear can cause overheating, fatigue, and reduced focus, especially in hot conditions, impacting response effectiveness during long shifts or extended incidents.

5. **Cost and Accessibility:** High-quality PPE is expensive, straining budgets, while crises like pandemics or wars can cause supply shortages, leaving responders unprotected. Reliable access to affordable PPE is critical for effective preparedness and response.

6. **Maintenance and Durability:** Regular inspection, maintenance, and decontamination are crucial to keep PPE effective. Frequent use can cause wear, especially in gloves and helmets, while complex cleaning processes for items like respirators may be burdensome. Neglecting these tasks risks reduced functionality and contamination.

7. **Psychological factors:** such as perceived low risk, stigma, and overconfidence, can affect PPE use. Responders may underestimate hazards, feel self-conscious about wearing PPE, or avoid it due to peer pressure. Overconfidence, believing they can manage without PPE or lack of prior incidents, also contributes to inconsistent use and compromises safety.

8. **Risk / safety culture and Organisational Challenges:** A strong safety culture is crucial for effective PPE use, but its absence can lead to complacency and inconsistent enforcement. Management support is essential to ensure PPE availability, training, comfort, and addressing PPE limitations. Without organizational commitment, PPE effectiveness in protecting responders is reduced.

The ACTIVE PCP project aims to transform the landscape of responder safety across Europe, setting new standards in the procurement and adoption of PPE technologies capable of addressing the critical and

complex demands of today's hazardous environments, and also fostering interoperability across multi-stakeholder groups during joint operations.

2.3 ACTIVE PCP Procedure

The PCP shall follow the phased PCP model, aiming at conducting R&D services up to the development of a limited volume of first products. This PCP will be divided into three Phases. Each Phase will result in a competition between the Tenderers in such a way that the number of Tenderers shall decrease from one Phase to the next one to ensure selecting those that best address the technical challenge on which this PCP is based.

PCP PHASE 1 – Solution Design

During this phase, the awarded R&D providers are asked to design the solution in compliance with the functional requirements and verify the technical, economic and organisational feasibility of their solution to address the PCP challenge. After evaluation, 3 successful suppliers/solutions amongst the at least 6 awarded Framework Agreement following the tender will continue to Phase 2. During Phase 1, the Buyers' Group will request from the contractors a series of deliverables in order to evaluate their progress based on a predefined set of criteria. The Procurement Evaluation Committee and the Technical Evaluation Committee will be responsible for achieving effective monitoring. Monitoring meetings can be held physically or online and will be agreed between the Contractor and the Contracting Authority *at least once per month*.

So, the technical progress of the Contractors will be monitored through Phase 1 by way of *meetings at least once a month*, which shall commence upon signature of the Contracts. In these meetings, the Contractor shall give progress presentations that will be used for reviewing against the expected outcomes (milestones, deliverables and output or results) for the Solution Design Phase. If there are issues to be discussed or clarified with the Contractors, separate online meetings will be organised, according to the principles of transparency and equal treatment.

Objectives: Verify technical, economic, and organizational feasibility, and ensure alignment with the functional/non-functional requirements before prototype manufacturing.

Tenderers Deliverables: Submission of deliverables and reports containing datasheets or existing lab proof for baseline materials (e.g., flame resistance, fluid repellency, anti-static properties) – aligned with the Expected Outcomes highlighted in Table1.

Procurer Verification: Technical Evaluation Committee (TEC) and Procurement Evaluation Committee (PEC) review provided solution designs via monitoring meetings.

Consortium Flexibility: Procurers may refine Phase 2 laboratory protocols (e.g. based on the specific sensor integration paths and fabric lamination techniques proposed by the selected contractors). For more information on the assessment of the satisfactory completion of the End of Phase Reports, please see section 5.2 Payments based on Satisfactory Completion of Milestones and Deliverables of the Phase.

PCP PHASE 2 – Prototyping

Qualified contractors will develop a first prototype based on the design documents delivered in the previous phase and test their solutions in lab conditions. Prototypes will be tested and verified to provide a measure of the technical performance of each solution in a controlled environment. During and at the end of Phase 2, the Public Buyers will request from the suppliers a series of deliverables in order to evaluate their progress and the performed activities and results. After evaluation, only 2 successful suppliers/solutions will continue to Phase 3.

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Description of prototypes testing:

The prototypes will undergo rigorous testing under controlled laboratory conditions to ensure their performance, reliability, and compliance with safety standards for Personal Protective Equipment (PPE) designed to address the defined key threats using appropriate standardized test substances, representative agents, simulants, or indicators.

Objectives: Validate physical prototype performance, material barrier integrity, and integrated wearable electronic subsystems under controlled laboratory conditions. This phase distinguishes clearly between **laboratory/developmental testing** (where iterative testing and improvements are allowed) and **formal verification testing** (which must follow an agreed and documented verification protocol). More on the formal verification testing will be shared by the Public Buyers before Phase 2.

Tenderers Testing & Responsibilities:

- **Lab Compliance Reports**: The Contractor shall submit test reports and other applicable compliance evidence demonstrating that the prototype meets the relevant mandatory requirements and applicable standards defined in the ACTIVE PCP requirements and verification and validation strategy. Formal verification evidence shall be obtained from appropriately accredited laboratories and/or notified bodies, where required by the applicable standard or EU regulatory framework. Supplier in-house testing may be used for developmental and iterative testing; however, it shall constitute formal compliance evidence only where the laboratory is appropriately accredited for the specific test method concerned.

  Relevant verification may include, as applicable, chemical permeation and breakthrough performance (e.g. EN ISO 6529), thermal and fire protection (e.g. EN 469 Level 2 and associated test methods), hydrostatic resistance (EN ISO 811), mechanical cut and stab protection (e.g. EN ISO 13997, EN 388 and HOSDB/CAST requirements, as applicable), as well as the applicable ingress protection requirements under IEC 60529 and ATEX requirements under IEC 60079-0 and Directive 2014/34/EU for electronic components intended for use in potentially explosive atmospheres. The applicable standard, performance level and verification method shall be determined by the corresponding ACTIVE PCP requirement rather than by this non-exhaustive list.

  These controlled laboratory tests shall provide laboratory-based results for evaluating the prototype's protective and functional capabilities. The evaluation shall address, as applicable, parameters including resistance to contamination, chemical permeation, thermal performance, mechanical durability, water resistance, resistance to repeated washing and decontamination, and the performance and environmental protection of integrated electronic subsystems. Where user interaction, ergonomics or operational usability are assessed, these activities shall be performed separately under the relevant usability and operational test protocols.

  Before the start of any formal verification testing, a Test Readiness Review (TRR) shall be conducted by the Technical Evaluation Committee (TEC), coordinated by the Lead Procurer, on the basis of documentation and evidence submitted by the Contractor. The TRR shall confirm, at minimum, that the prototype configuration to be tested is fixed and uniquely identified, the required technical and safety documentation is available, applicable test protocols and acceptance criteria have been agreed, relevant safety aspects have been addressed, and the hardware and software versions of integrated electronic systems are recorded. The outcome of the TRR shall be documented and communicated to the Contractor and the Procurement Evaluation Committee (PEC). Formal verification testing may commence only after the TEC has confirmed test readiness.

- **Sample Delivery**: At least one (1) complete unisex prototype garment shall be provided for each prototype iteration (v1 and v2) in Phase 2 to support usability, integration and laboratory assessment. In addition, the Contractor shall provide a sufficient number of material samples, components and test specimens in accordance with the applicable test methods and the agreed Phase 2 test programme. Where a specific verification method requires testing of a complete garment rather than individual specimens or components, additional complete garments shall be provided as specified in the agreed test protocol.
    - **System Demonstrations**: Demonstration of non-/partly functional components at Month 4 of Phase 2 (Prototype v1 / Deliverable D2.2) and full functional interaction at Month 10 of Phase 2 (Prototype v2 / Deliverable D2.4), accompanied by test protocols (D2.2a, D2.4a) – aligned with the Expected Outcomes highlighted in Table 1. Ultimately, Phase 2 aims to confirm that the prototype is sufficiently mature and safe to proceed to controlled operational validation in Phase 3.

Public Buyers Verification: Independent checks for – among others - sensor, washability/shrinkage checks (R 5.11, R 5.12), donning/doffing speed tests (R 5.1), and telemetry integration verification. Feedback from end-users will be collected and analysed to guide improvements during Phase 3. Findings from these evaluations will inform an iterative refinement process, address any identified shortcomings and enhance the prototypes' overall performance.

Consortium Flexibility: The Buyers' Group may select specific test labs, agent simulants (e.g., STANAG 4632 priority TIC list), and mechanical stress sequences tailored to the submitted prototype designs.

Payment: The interim payment for the said phase will be connected with specific deliverables and milestones. On completion of Phase 2, the R&D providers will each deliver the End of Phase 2 deliverables requested by the Consortium, describing the performed activities and the obtained results of Phase 2, the IPR, ethics handling and an updated business/commercialisation plan. The Procurement Evaluation Committee and the Technical Evaluation Committee will be responsible for achieving an effective monitoring. Monitoring meetings can be held physically or online and will be agreed between the Contractor and the Contracting Authority at least on a monthly basis.

So, the technical progress of the Contractors will be monitored through Phase 2 by way of at least monthly meetings which shall commence upon signature of the Contracts. In these meetings the Contractor shall give progress presentations that will be used for reviewing against the expected outcomes (milestones, deliverables and output or results) for the Prototyping Phase. If there are issues to be discussed or clarified with the Contractors, separate online meetings will be organised, according to the principles of transparency and equal treatment.

Commercialisation: ACTIVE PCP will establish connections with venture capital firms (or other forms of national/EU funding) to support commercialisation efforts following the PCP. This includes mandatory participation in at least one e-pitching/investor engagement session organised within the ACTIVE PCP, with the objective of presenting the developed solution and establishing contacts with relevant investors, accelerators, funding organisations, industry partners, or other stakeholders supporting post-PCP commercialisation.

For more information on the assessment of the satisfactory completion of the End of Phase Reports, please see section 5.2 Payments based on Satisfactory Completion of Milestones and Deliverables of the Phase.

PCP PHASE 3 – Original development and testing

During Phase 3, two final solutions will be tested and validated in diverse conditions, using the detailed scenarios and processes developed in the verification and validation strategy explained below.

During Phase 3, a feedback mechanism will be established between the Public Buyers Group and the selected suppliers in order for the latter to receive requests for improvements directly from the end users. The Public Buyers will request from the suppliers an Integration Report, where they will provide with relevant information on how to plan the integration with existing solutions used by the Public Buyers. Finally, a Field Acceptance Report related to the accomplishment that the two final solutions which have been deployed and that the validation tests have been successfully performed in a real operational environment will be requested.

Objectives: Validate final multi-hazard PPE ensembles, real-time vital sign tracking, and command-and-control integrations across realistic operational environments.

Tenderers Testing & Responsibilities:

- Supply at least three (3) operational pilot garment to each PB to support multi-responder operational exercises. (1 male / 1 female / + 1 unisex).
- **Support Services**: Operational helpdesk deployment (R 7.3), on-site/remote technical support teams during live exercises (R 7.2), and an end-user bug/feedback reporting module (R 7.5).
- Presentation of pilot system and onsite testing results (D3.4) and final End-of-Phase Report (D3.5) – aligned with the Expected Outcomes highlighted in Table 1. Comprehensive documentation and reporting of outcomes will be integral to the process, capturing both qualitative and quantitative results. This will include an evaluation of the solutions' performance, stakeholder feedback, and their impact in operational settings. The insights gained from the pilots will validate the readiness of the solutions for broader deployment and their alignment with the overarching verification and validation strategy.

Public Buyers Verification:

- Execution of 4 Tabletop Exercises (TTX) followed by field trials across 4 national pilot sites (Greece, Lithuania, Poland, Cyprus) hosted by the Public Buyers. Public Buyers may decide to combine pilot tests if feasible. The validation methodology will include Tabletop Exercises (TTX) as a key component, allowing stakeholders to analyse the operational scenarios in a controlled and interactive setting. The pilots will then proceed to live testing phases in each location, closely involving end-users, public buyers, and emergency responders to evaluate the solutions under realistic field. Real-time data and feedback will be collected during these trials, focusing on key performance metrics, usability, and operational effectiveness. The combined insights from TTX and live pilots will guide iterative refinements, ensuring the solutions align with user needs and project objectives.
  - Stress testing solutions across core scenarios (e.g. *Festival Drone Chemical Dispersal*, *Motorway Crash with CBRN*, *Illicit Fentanyl Lab*, and *Public Facility Chemical Leak)*.
  - Evaluation of qualitative feedback (e.g., comfort, fit, tactile sensitivity) and quantitative telemetry metrics (e.g., location tracking accuracy in GPS-denied areas, sensor alert latency).

Consortium Flexibility: Tactical scenario scripting, drill duration, simulated threat escalation, and end-user evaluation rubrics are finalised during Phase 3 execution.

Payment: The interim payment for the said phase will be connected with specific deliverables and milestones. On completion of Phase 3, the R&D providers will each deliver the End of Phase 3 deliverables requested by the Consortium, describing the performed activities and the obtained results of Phase 3, the IPR, ethics and security handling and an updated business/commercialisation plan.

The Procurement Evaluation Committee and the Technical Evaluation Committee will be responsible for achieving an effective monitoring. Monitoring meetings can be held physically or online and will be agreed between the Contractor and the Contracting Authority *at least once every two months*.

So, the technical progress of the Contractors will be monitored through Phase 3 by way of *meetings at least once every month*, which shall commence upon signature of the Contracts. In these meetings, the Contractor shall give progress presentations that will be used for reviewing against the expected outcomes (milestones, deliverables and output or results). If there are issues to be discussed or clarified with the Contractors, separate online meetings will be organised, according to the principles of transparency and equal treatment.

For more information on the assessment of the satisfactory completion of the End of Phase Reports, please see section 5.2 Payments based on Satisfactory Completion of Milestones and Deliverables of the Phase.

General Testing and Pilot Strategy (relevant for Phase 2 and 3):

- **Supplier Responsibility (Primary Burden of Proof)**:
  The Contractor bears the primary responsibility for demonstrating that the developed solution, including the PPE garment, materials, modular components, integrated sensors, electronics and software, meets the applicable technical and non-technical requirements defined in the ACTIVE PCP tender documentation.

  Evidence shall be provided progressively throughout the PCP phases, in accordance with the maturity of the solution and the applicable verification method. At the Tender and Phase 1 stage, the Tenderer shall provide available evidence relating to existing or baseline materials, components and technologies, where such evidence already exists, together with a clear verification and testing plan describing how compliance with requirements not yet demonstrated will be verified during Phases 2 and 3.

  During Phases 2 and 3, the Contractor shall generate and submit the required verification evidence for the developed prototype and final solution in accordance with the agreed test protocols and the Requirements Verification Matrix. Such evidence may include test reports, certificates, technical documentation, measurement results, demonstration records and other evidence specified for the relevant requirement. Where formal compliance with a standard or regulatory requirement is required, evidence shall be obtained from an appropriately accredited laboratory, notified body or other competent conformity-assessment body, as applicable. Results from supplier in-house facilities may be used for developmental testing and, where permitted by the applicable verification method, as supporting evidence.

  The Contractor shall maintain traceability between each applicable requirement, the verification method, acceptance criterion and supporting evidence through the Requirements Verification Matrix. The submitted evidence shall be reviewed by the Technical Evaluation Committee (TEC) and shall support the assessment of relevant milestones, deliverables and satisfactory completion of each PCP Phase.

- **Procurer Independent Validation**: The Buyers' Group reserves the right to conduct independent spot-check lab testing, bench verification, and end-user ergonomic evaluations to validate supplier-submitted proof.
- **Adaptive Consortium Scripting**: While suppliers must prove core material and technical baseline compliance, the Buyers' Group retains full discretion to update detailed trial scripts - within the scope of the tender and without modifying mandatory requirements or materially increasing contractors' obligations/costs -, specific chemical/biological agent simulant protocols,

environmental stress profiles, and field evaluation scorecards during project execution based on the winning technological architectures.

- **Detailed Test Protocols:** The tender documentation defines the mandatory verification framework, applicable requirements, minimum testing scope and acceptance criteria. Detailed test protocols for formal verification activities in Phases 2 and 3 shall be developed and/or refined by the Technical Evaluation Committee (TEC), coordinated by the Lead Procurer, taking into account the technical architecture and maturity of each Contractor's solution and, where appropriate, in consultation with the Contractor.
  Each detailed test protocol shall define, as applicable: the requirement(s) to be verified, verification objective and method, applicable standard or reference method, test item and configuration, hardware/software version, required samples or specimens, test conditions, instrumentation and measurement methods, representative substances or simulants, test sequence, data to be recorded, responsibilities of the parties, safety provisions, acceptance criteria, reporting requirements and the procedure for recording deviations from the agreed protocol. Detailed test protocols shall be finalised and documented before the corresponding formal verification activity begins and, where applicable, shall form part of the Test Readiness Review (TRR). The Contracting Authority and TEC may refine the detailed protocols during project execution where necessary to reflect the developed solutions, provided that such refinements remain within the scope and requirements established in the tender documentation, do not modify the mandatory acceptance criteria or evaluation framework, and ensure equal treatment of all Contractors. Where different solution architectures require different technical test configurations, equivalent verification objectives and acceptance criteria shall be maintained.

- **Requirements Verification Matrix:** A common Requirements Verification Matrix template shall be used throughout the PCP to ensure consistent and traceable verification of the ACTIVE PCP requirements. A separate Requirements Verification Matrix shall be maintained for each Contractor's solution.

  The Contractor shall establish and progressively update its Requirements Verification Matrix throughout the PCP phases, with the matrix reviewed by the TEC at the relevant milestones and End-of-Phase assessments. For each applicable requirement, the matrix shall contain at least: Requirement ID – applicable PCP Phase – verification method – applicable test protocol/standard – KPI or acceptance criterion – evidence reference – tested configuration/version – responsible party – verification status/result – comments or deviations.

  The matrix shall provide clear traceability between each applicable ACTIVE PCP requirement, the method used to verify it, the corresponding acceptance criterion and the supporting evidence. Requirements not yet verified shall be clearly identified as Not Yet Verified / Planned, together with the Phase in which verification is planned. Requirements that are not applicable shall be identified as Not Applicable, with justification.

- The Requirements Verification Matrix shall be updated following relevant testing and verification activities. An updated, evidence-linked version shall be included in the End-of-Phase 2 Report, and the final Requirements Verification Matrix shall be included in the End-of-Phase 3 Report, showing the final verification status and references to the supporting evidence for each applicable requirement.

Commercialisation: ACTIVE PCP will establish connections with venture capital firms (or other forms of national/EU funding) to support commercialization efforts following the PCP. This includes mandatory participation in at least one e-pitching/investor engagement session organised within the ACTIVE PCP, with the objective of presenting the developed solution and establishing contacts with relevant investors, accelerators, funding organisations, industry partners, or other stakeholders supporting post-PCP commercialisation.

For each Phase, the indicative expected outcomes, milestones and deliverables are presented in section 2.4.

2.4 Expected outcomes (per phase)

Table 1: Expected Outcomes Phase 1, 2, 3

Expected Outcomes			
Phase 1: Solution design			
Objective:	Perform research and development to: • elaborate the solution design and determine the approach to be taken to develop the innovative solutions. • demonstrate the technical, medical, financial and commercial feasibility of the proposed concepts and approaches to meet the procurement requirement. • incorporate the recommendations made by the Buyers' Group in their assessment of the Tenders		
Output & results:	Suppliers will design the solution in compliance with the functional requirements and verify the technical, economic and organisational feasibility of their solution to address the PCP challenge		
Milestones		**By when?**	**How?**
M1.1	Kick-off meeting	At the beginning of Phase 1	Physical Meeting or Online Meeting Presentation of Phase 1 action plan between PEC/TEC and Contractors and Q&A
M1.2	Interim-review meeting	At the end of month 2 of Phase 1	Video conference / submission of intermediate progress report
M1.3	Submission of Phase 1 Final Report	At the end of Phase 1	Submission of report
Deliverables		**By when?**	**How?**
D1.1	Contractor details & project abstracts	At the end of month 1 of Phase 1	EU template (TD9)

D1.2	End of Phase 1 Report	At the end of Phase 1	Final report Phase 1, including: - Detailed Technical Report for the achievements of Phase 1 - Updated commercialisation plan. - Compliance with the ethics requirements. - Updated innovation impact plan - Data management plan - IPR management plan - Risk mitigation plan for GDPR related issues - List the names and location of personnel that carried out the R&D activities.
D1.3	Report main results and lessons learned for publication (EU template).	At the end of Phase 1	Report EU template main results (TD10)

Phase 2: Prototyping			
Objective:	Develop, demonstrate and validate prototypes in lab conditions. ● Development of prototype systems v.1: Prototypes at this stage are conceived of as non- or partly functional prototypes of key system components ● Development of prototype systems v.2: Prototypes at this stage are conceived of as functional prototypes, demonstrating component behaviour and system-wide interaction.		
Output and results:	Suppliers will develop a first prototype based on the design documents delivered in the previous phase and test their solutions in lab conditions. Prototypes will be tested and verified to provide a measure of the technical performance of each solution in a controlled environment.		
Milestones		**By when?**	**How?**
M2.1	Kick-off meeting	At the beginning of Phase 2	Physical and/or online meeting

M2.2	Test Readiness Review (TRR) Before formal verification testing	At month 4 of Phase 2	Review confirming prototype configuration is fixed, required documentation is available, safety aspects addressed, and versions recorded M2.2 Test Readiness Review (TRR)
M2.3	Prototype System v1	At month 5 of Phase 2	Physical meeting Presenting achieved levels of the prototype and demonstration of the results
M2.4	Prototype System v2	At month 10 of Phase 2	Physical meeting Presenting achieved levels of the prototype and demonstration of the results
M2.5	Submission of End of Phase 2 Report	At the end of month 10 of Phase 2	Prototype delivery Evaluation report per contractor-Update of technical and commercialisation plan
Deliverables		**By when?**	**How?**
D2.1	Contractor details & project abstracts	At the end of month 1 of Phase 2	EU template (TD9)
D2.2	Presentation of prototypes of key system components	At the end of month 4 of Phase 2	Presentation of prototypes of key system components including also the Test Readiness Review (TRR)
D2.2a	Protocol of testing v1	At the end of month 4 of Phase 2	Protocol of testing v1
D2.3	Intermediate progress report	At the end of month 5 of Phase 2	Intermediate progress report
D2.4	Presentation of functional prototypes, demonstrating component behaviour and system wide interaction	At the end of month 6 of Phase 2	Presentation of functional prototypes, demonstrating component behaviour and system-wide interaction

D2.4a	Protocol of testing v2	At the end of month 10 of Phase 2	Protocol of testing v2
D2.5	GDPR compliance report	At the end of month 10 of Phase 2	Presentation of conformance of the solutions with GDPR
D2.6	End of Phase report	At the end of month 10 of Phase 2	Final report Phase 2, including: - Detailed Technical report for the achievements of Phase 2 - Updated commercialisation plan. - Compliance with the ethics requirements. Updated innovation impact plan - Data management plan - IPR management plan - Risk mitigation plan for GDPR related issues - Test plan description of Phase 3 with detailed documentation of the steps that need to be done in order to run the test - *an updated Requirements Verification Matrix*. - List the names and location of personnel that carried out the R&D activities.
D2.7	Report main results and lessons learned for publication (EU template).	At the end of Phase 2	Report EU template main results (TD10)

Phase 3: Original development and testing	
Objective:	Development of pilot systems for an extended test under real-life conditions at all procurer sites. - Pilot systems installed and tested in four (4) pilot sites. - Operation maintained in parallel at full quality. - Help service and maintenance response team set up and - operated by suppliers.

	- Pilot systems evaluated using a commonly agreed protocol and metrics.
Output and results:	Two final solutions will be tested and validated in diverse conditions, using the detailed scenarios and processes developed in the verification and validation strategy.

Milestones		**By when?**	**How?**
M3.1	Pilot systems ready	At the beginning of month 1 of Phase 3	On site for pilots
M3.2	Pilot operation start	At month 3 of Phase 3	On site for pilots Technical training of dedicated end users
M3.3	Pilot operations end	At month 6 of Phase 3	Written confirmation of operations end
M3.4	Submission of End of Phase 3 Report	At the end of Phase 3	Submission of reports
Deliverables		**By when?**	**How?**
D3.1	Signing of the GDPR Processing Agreement, if applicable for the pilot. *Testing can only start if the GDPR Processing Agreement has been signed.* ** The GDPR Processing Agreement depends on the actual pilot situation and the solution proposed by the Contractor with a maximum of five Agreements.*	At the beginning of month 1 of Phase 3	Sent mail to activepcp-procurement@kemea-research.gr
D3.2	Project abstract	At the end of month 1 of Phase 3	EU template (TD9)

D3.3	Progress report on system development	At the end of month 4 of Phase 3	Written report
D3.4	Presentation of pilot system and onsite testing results	At the end of month 7 of Phase 3	Written report
D3.5	End of Phase Report	At the end of Phase 3	- The analysis of the outcomes of the project and results of the physical tests including: 1. Summary of the main results achieved 2. Installation & integration report 3. Traceability Matrix 4. Objective of the demonstrating 5. Lists of names and location of personnel that carried out the R&D activities 6. Summary of the features which were demonstrated and tested. - Updated commercialisation plan - Compliance with the ethics requirements - Updated innovation impact plan - Data management plan - IPR management plan - Risk mitigation plan for GDPR related issues - *and the final Requirements Verification Matrix*.
D3.6	Report main results and lessons learned for publication	At the end of Phase 3	EU Template (TD10)

2.5 Contracting approach

The PCP will be implemented by means of a Framework Agreement with call-offs for specific contracts for each of the 3 R&D phases (altogether 'Contracts'). The law governing the Contracts is Greek law, because

of the location of the Lead Procurer. However, the GDPR Processing Agreement – if applicable – will be governed by the law of the MS in which each pilot will take place during Phase 3.

The Framework Agreement will remain binding for the duration of all phases for which Contractors remain in the PCP. There will be no renegotiations.

KEMEA will be the Lead Procurer throughout all the phases of ACTIVE PCP.

Tenderers that are awarded a Framework Agreement will also be awarded a specific contract for Phase 1 (evaluation of tenders for the Framework Agreement and Phase 1 are combined). Tenderers are therefore asked not only to submit their detailed offer for Phase 1, but also to state their goals, and to outline their plans (including price conditions) for Phases 2 and 3.

1. Phase 1: Solution Design. Following the tendering stage, a Framework Agreement and a Specific Contract for Phase 1 will be awarded to at least six (6) contractors.
2. Phase 2: Prototyping. A call-off will be organised for Phase 2, with the aim of awarding at least three (3) Phase 2 contracts. Only offers from Contractors that successfully completed Phase 1 will be eligible for Phase 2. The procurers will validate the Phase 2 prototypes (see section 2.3)
3. Phase 3: Original development and testing. A second call-off will be organised for Phase 3, with the aim of awarding a minimum of two (2) Phase 3 contracts. Only offers from Contractors that successfully completed Phase 2 will be eligible for Phase 3. The procurers will validate the Phase 3 prototypes (see section 2.3).

Offers for the next phase will be requested together with the End of Phase deliverables of the previous phase. I.e., all Contractors of the previous phase have the right to submit offers for the next phase (together with their End of Phase Report).

All possible complaints during the tendering process will be solely submitted to the Lead Procurer within five (5) days following the notification of the final decision – as described in step 7 of section 3.7 - of the Procurement Evaluation Committee. Complains will not be addressed to the other members of the Buyers' Group or the ACTIVE PCP Consortium or the EC.

Possible complaints against any final decision of the Evaluation Committee may be reviewed by the Greek Administrative Court of Appeal of Athens.

A Contractor must have been awarded a Specific Contract for Phase 1 in order to be considered eligible for Phase 2. Likewise, a Contractor must have been awarded Specific Contracts for Phases 1 and 2 in order to be considered eligible for Phase 3.

2.6 Maximum Total budget and budget distribution (per phase)

The maximum total budget for this PCP is 3.650.000 EUR including VAT, taxes and other related fees and costs).

The minimum number of Contractors that are expected to be selected per phase, the maximum budget per phase and the maximum budget per Contractor (including VAT, taxes and other related fees and costs) are given in the table below:

Table 2: PCP Budget per Phase including VAT

PCP Phase	#of Contractors	Subcontracting cost per contractor	Total subcontracting cost per phase
Phase 1 - Solution Design	At least 6	58.333,33€	350.000€
Phase 2 -Prototyping	At least 3	600.000,00€	1.800.000,00€
Phase 3-Original development and testing	At least 2	750.000,00€	1.500.000,00€

The minimum number of Contractors that are expected to be selected per phase, the maximum budget per phase and the maximum budget per Contractor (excluding VAT, including taxes and other related fees and costs) are given in the table below:

Table 3: PCP Budget per Phase excluding VAT

PCP Phase	#of Contractors	Subcontracting cost per contractor	Total subcontracting cost per phase
Phase 1 - Solution Design	At least 6	47.043,00€	282.258,05€
Phase 2 - Prototyping	At least 3	483.870,97€	1.451.612,90€
Phase 3- Original development and testing	At least 2	604.838,71€	1.209.677,42€

Since all Contractors will be paid by the Lead Procurer by way of centralised payments, and as KEMEA is based in Greece, EU rules and the valid Greek VAT legislation will be applied[1].

KEMEA may be entitled to a deduction for input VAT.

In case of suppliers from EU Member States, the reverse charge process, i.e., invoicing without VAT will be applied.

For Tenderers from Greece (in the case of joint consortia, the consortium coordinator' headquarters are of relevance) national VAT procedures apply.

In case of Tenderers from third countries, the VAT is calculated and reported by KEMEA. If the Tenderer upon import is obliged to report VAT according to the rules of the home country and the invoice contains VAT, that VAT is non-deductible in Greece. Instead, VAT amount is to be considered as a cost of the service.

[1] See indicatively, VAT Council Directive 2006/112/EC and Law No 2859/2000 Greek VAT Code. According to the later, the 24% VAT applies.

For Phase 1, contracts will be financed until the remaining budget is insufficient to fund the next best tender. The exact number of contracts finally awarded will thus depend on the prices offered and the number of Tenders passing the evaluation. The lower the offered price of Tenders, the more contracts can be awarded. However, the total value of the contracts awarded can also be lower than initially expected if there are fewer tenders than expected that meet the minimum evaluation criteria.

Unless otherwise stated in the Call Off for Phase 2, contracts will be financed until the remaining budget is insufficient to fund the next best Tender. The exact number of contracts finally awarded will thus depend on the prices offered and the number of tenders passing the evaluation. The lower the offered price of Tenders, the more contracts can be awarded. However, the total value of the contracts awarded can also be lower than initially expected if there are fewer tenders than expected that meet the minimum evaluation criteria.

Unless otherwise stated in the Call Off for Phase 3, contracts for Phase 3 will be financed until the remaining budget is insufficient to fund the next best tender. The exact number of contracts finally awarded will thus depend on the prices offered and the number of tenders passing the evaluation. The lower the offered price of Tenders, the more contracts can be awarded. However, the total value of the contracts awarded can also be lower than initially expected if there are fewer tenders than expected that meet the minimum evaluation criteria.

As leftover budget from the previous phase can be transferred to the next phase(s), the total budget available for Phases 2 and/or 3 may eventually be higher than stated here (but the maximum budget per Contractor for Phases 2 and 3 will remain the same).

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2.7 Time schedule

The general duration of each phase is as follows:

- Phase 1: Solution Design (4 months)
- Phase 2: Prototyping (10 months)
- Phase 3: Original Development and Testing (7 months)

The estimated planned schedule for the ACTIVE PCP is presented in the following time schedule:

Table 4: Time Schedule

Date	Activity
18-02-2026	Publication of PIN in TED
13-10-2026	Publication of Contract Notice in TED
15-11-2026	Deadline for submitting questions about Tender Documents
20-11-2026	Deadline for Contracting Authority to publish replies to questions (Q&A document)
14-12-2026	Deadline for submission of Tenders for the Framework Agreement and Phase 1
14-12-2026	Opening of Tenders
13-01-2027	Tenderers notified of the contract award decision
18-01-2027	End of the standstill period
19-01-2027	Signing of Framework Agreements and Phase 1 Contracts
19-01-2027	Publication of Contract Award Notice in TED

PHASE 1 – Solution Design	
20-01-2027	**Start of Phase 1 - Solutions Design**
Date	**Activity**
20-01-2027	Names of winning Phase 1 Contractors and their project abstracts will be sent to the EU and will be published on the project's website (https://www.activepcp.eu/)
12-04-2027	Deadline for Phase 1 final milestone(s)/final report/deliverable(s)
26-04-2027	Assessment of Phase 1 final milestone(s)/final report/deliverable(s)
26-04-2027	Phase 1 Contractors notified as to whether they have completed this phase satisfactorily and successfully
30-04-2027	End of standstill period
30-04-2027	End of Phase 1 - Solutions Design
30-04-2027	Summary of the results and conclusions achieved by each contractor during the phase sent to the EU
31-05-2027	Payment of balance for Phase 1 to contractors that completed this phase satisfactorily
PHASE 2 – Prototyping	
01-05-2027	Launch call-off for Phase 2 (only offers from Contractors that successfully completed Phase 1 are eligible)
14-05-2027	Deadline for submitting questions on Phase 2 Call-off documents
21-05-2027	Deadline for Contracting Authority to circulate replies to questions to Phase 2 tenderers
01-06-2027	Deadline for submitting Phase 2 offers
01-06-2027	Opening of Phase 2 offers
21-06-2027	Contractors notified of decision on awarding Phase 2 contracts
28-06-2027	End of standstill period

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28-06-2027	Signing of Phase 2 specific contracts
Date	**Activity**
01-07-2027	**Start of Phase 2 - Prototyping**
01-07-2027	Names of winning Phase 2 Contractors and their project abstracts will be sent to the EU and will be published on project's website (https://www.activepcp.eu/)
30-11-2027	Deadline for Phase 2 interim milestone(s)/deliverable(s)
30-12-2027	Interim payments
30-03-2028	Deadline for submission of Phase 2 final milestone(s)/final report /deliverable(s)
23-04-2028	Assessment of Phase 2 final milestone(s)/final report/deliverable(s)
23-04-2028	Phase 2 Contractors notified as to whether they have completed this phase satisfactorily and successfully
30-04-2028	End of standstill period
30-04-2028	End of Phase 2
30-04-2028	Summary of the results and conclusions achieved by each contractor during the phase sent to the EU
30-05-2028	Payment of balance for Phase 2 to Contractors that completed this phase satisfactorily
PHASE 3 - Original Development and Testing	
01-03-2028	Launch call-off for Phase 3 (only offers from Contractors that successfully completed Phase 2 are eligible)
20-04-2028	Deadline for submitting questions about Phase 3 Call-off documents
25-04-2028	Deadline for Contracting Authority to circulate replies to questions to Phase 3 tenderers
30-04-2028	Deadline for submitting Phase 3 offers
30-04-2028	Opening of Phase 3 offers

Date	Activity
25-05-2028	Contractors notified of decision to award Phase 3 contracts
30-05-2028	End of standstill period
30-05-2028	Signing of Phase 3 specific contracts
01-06-2028	**Start of phase 3 – Original Development and Testing**
01-06-2028	Names of winning Phase 3 contractors and their project abstracts will be sent to the EU and will be published on project's website (https://www.activepcp.eu/)
30-08-2028	Deadline for Phase 3 interim milestone(s)/deliverable(s)
30-09-2028	Interim payments
30-11-2028	Deadline for submission of Phase 3 final milestone(s)/final report/ deliverable(s)
15-12-2028	Assessment of Phase 3 final milestone(s)/final report/deliverable(s)
15-12-2028	Phase 3 Contractors notified as to whether they have completed this phase satisfactorily
22-12-2028	End of standstill period
22-12-2028	End of Phase 3
22-12-2028	Summary of the results and conclusions achieved by each Contractor during the PCP sent to the EU for publication purposes
31-01-2029	Payment of balance for Phase 3 to contractors that completed this phase satisfactorily

The ACTIVE PCP Buyers' Group reserves the right to adjust the time schedule under specific and fully justified conditions. This will be communicated in writing and in a timely manner to all Tenderers/Contractors.

2.8 IPR issues

2.8.1. Ownership of results (foreground)

Each Contractor will keep ownership of the Intellectual Property Rights (IPRs) attached to the results they generate during the PCP implementation. The tendered price is expected to take this circumstance into account.

The ownership of the IPRs will be subject to the following:

- the Buyers' Group has the right to:
  - access the results, on a royalty-free basis, for their own use.
  - grant upon notification of the contractors (or to require the contractors to grant) non-exclusive licences to third parties to exploit the results under fair and reasonable conditions (without the right to sub-license).

- the Buyers' Group has the right to require the contractors to transfer ownership of the IPRs back to the Buyers' Group if the contractors fail to comply with their obligation to commercially exploit the results (see below) or use the results to the detriment of the public interest (including safety and security interests).

2.8.2. Declaration of pre-existing rights (background IPRs)

The ownership of pre-existing rights will remain unchanged.

In order to be able to distinguish clearly between results and pre-existing rights (and to establish which pre-existing rights are held by whom) Tenderers are requested to list the pre-existing rights for their proposed solution in their offers following the template provided in Tender Document 3 (TD 3): Technical Offer.

Subject to pre-existing obligations that may apply to background IPRs, the Tenderer grants the members of the Buyers' Group a royalty-free, non-exclusive, irrevocable and non-sub-licensable license to use its background IPRs for the execution of the contract.

If applicable, subject to pre-existing obligations that may apply to background IPRs, the members of the Buyers' Group grant the Contractor a royalty-free, non-exclusive, irrevocable and non-sub-licensable license to use its background IPRs for the performance of the contract.

2.8.3. Protection of the results

The Contractor shall be responsible for the management of all the rights on the results that it holds and shall bear any associated costs including for the protection, examination, grant, maintenance, defense and litigation of the rights on the results.

The Lead Procurer shall be entitled to monitor the management of all rights on the results held by the Contractor. The Contractor shall respond at any time to requests for information from the Lead Procurer about the handling of the rights on the results.

2.8.4. Commercial exploitation of results

The Contractors are expected to start commercial exploitation of the results at the latest four years after the end of the Framework Agreement.

These provisions on Intellectual Property Rights apply regardless of whether the Contractor participates in all phases of the PCP or only in some of them, and that the provisions that extend beyond

the duration of the Framework Agreement remain in force even if the Contractor is not selected for the next phase of the PCP and the agreement with the Contractor is terminated.

The Contractors are required to undertake specific activities beyond product development to commercially exploit the results, by building a concrete exploitation plan, including a commercialisation strategy, that should explain the proposed approach to commercially exploit the results of the PCP in order to bring a viable product to market. Contractors should prepare a detailed market analysis providing a first outlook on the cost/benefit ratio in the transition towards full scale deployment.

Contractors must consider the future certification of their solutions or contribution to standardisation. The feasibility of the commercialisation plan to commercially exploit the R&D results (Technical Offer) will be assessed as part of the Award Criteria. Furthermore, the commercialisation plan will be part of the End-of-Phase reports of all three phases, as well as of the offers for the Phases 1, 2 and 3.

2.8.5. Promotion of R&D by the Buyers' Group

In addition to the commercialisation activities performed by the Contractors, the Buyers' Group Members will promote the R&D results. The Buyers' Group Members will also actively disseminate the Contractors' results at the end of each phase via relevant public and industry related activities. It is the Buyers' Group objective to help develop a working market for such type of solutions in order to ensure their usability and sustainability and to help overcome possible, commonly defined deployment barriers.

After the PCP, the Buyers' Group will make their best efforts to support the Contractors and help remove barriers to the introduction onto the market of the solutions to be developed during the PCP (e.g., promotion of R&D results among other public procurers).

3. SECTION 3: EVALUATION OF TENDERS

3.1 Eligible tenderers, joint tenders and subcontracting

Participation in the tendering procedure is open on equal terms to all types of operators, regardless of their size or governance structure.

Tenders may be submitted by a **single entity** or in collaboration with others. The latter can involve either submitting a **Joint Tender or Subcontracting**, or a combination of the 2 approaches.

Concretely:

- Natural persons residing in one of the following countries:
  - EU and EEA (European Economic Area) member states.
  - Horizon Europe (HE) Associated Countries having signed a Bilateral Agreement with the EU on security procedures for exchanging and protecting classified information
- Legal entities established under the law of the following countries and having their central administration or principal place of business or registered office (seat) in one of the following countries:
  - EU and EEA (European Economic Area) Member States.
  - HE Associated Countries
- Groups of economic operators of the above natural persons or legal entities, submit. Participation in the **open market consultation** is not a condition for submitting a Tender.

⚠ **Attention:**

For Phases 2 and 3, participation is limited to tenderers that successfully completed the preceding phase.

3.1.1. Joint Tenderers - Consortia Tenders

A Consortium (a combination of firms) may submit a Joint Tender. Any type of natural or legal persons (including non-profit entities properly registered like universities) shall be entitled to submit Tenders either individually or by way of an association or consortium comprising several Tenderers set up temporarily for the purposes of this PCP.

For Joint Tenders:

- The group of Tenderers must assume joint and several liability for the performance of the Contract.
- The group of Tenderers must mandate one of them with the power to sign the Framework Agreement and Specific Contracts provide in their name and on their behalf (‘Lead Contractor’).

To this single authorised representative (Lead Tenderer) all communications shall be directed and accepted until this competition has been completed or terminated. Correspondence from any other person or entity will NOT be accepted, acknowledged or responded to.

Prior to and as a condition of award of the Contracts, the successful Tenderer shall be required to designate a single authorised representative (Lead Contractor), who will carry overall responsibility for

the Contracts irrespective of whether or not tasks are to be performed by a Subcontractor (see below) or another consortium member. The Lead Contractor shall sign the Tender and Contracts in the name of and on behalf of all members, and shall be responsible for all aspects and execution of the Contracts without prejudice to the existence of joint powers that they may grant for receiving and making payments of a significant amount. All members of the consortium shall be jointly and separately bound to fulfil the terms of the Framework Agreement and Specific Contracts. The Lead Contractor shall be mandated to act on behalf of the consortium for the purposes of the Contracts and shall have the authority to bind the consortium.

3.1.2. Subcontracting

Subcontracting refers to any contract or agreement between the Tenderer and a Third Party, whereby that Third Party agrees to provide services to the Tenderer to enable or assist the Tenderer to provide the R&D services or any part thereof to the Contracting Authority.

Subcontracting is permitted in each phase of this competition. However, no essential parts of the Contracts can be subcontracted, nor the management of the PCP. In any case, subcontracting cannot exceed the 30% of the total Contract value (excluding VAT) for the relevant PCP Phase. The 30% limit shall be calculated on the basis of the total amount payable to the Contractor for that Phase

The Tender must mention which parts of the Contract will be subcontracted.

The Contractors remain fully liable to the procurers for the performance of the Contract (and that is the reason why subcontracts must reflect the rules of the HE grant agreement, including as relates to the place of performance, the definition of R&D services, confidentiality, results and IPRs, the visibility of EU funding, conflicts of interest, language, obligation to provide information and keep records, audits and checks by the EU, the processing of personal data, liability for damages, ethics and security requirements).

In case a Tenderer wishes to rely on the resources of a Third Party for the fulfilment of the requirements to participate in the PCP, this Third Party should be part of the Consortium (unless it is a hosting environment). I.e., if hardware or software from a Third Party is needed for the solution, they do not need to be part of the Consortium, but the Contractor needs to demonstrate that these resources will be available to him (e.g., by providing a licensing agreement).

The Tender that wishes to subcontract any part of the R&D services to be provided or to rely on the capabilities of Third Parties must fill in and submit the Subcontracting Statement (TD 6).

Each of the Subcontractors and/or Third Parties participating must fill in and submit the ESPD (TD5).

The Subcontractor on whose experience the Contractor has relied on to satisfy the technical competence is obliged to perform the relevant work. This means that the execution of tasks assigned to a Subcontractor may not be subject to further subcontracting.

Subcontractors cannot participate in more than one Tender. Failure to do so leads to the automatic exclusion of the Tender in which it participates, irrespective of its role in the Tender.

Due to the short duration of the PCP no changes on Consortia or in Subcontractors will be allowed unless exceptional reasons that could not be foreseen apply.

3.2 Exclusion criteria

The exclusion criteria are as follows:

Table 5: Exclusion Criteria

Exclusion criteria	Evidence
A) Exclusion grounds: • Grounds relating to criminal convictions • Grounds relating to the payment of taxes or social security contributions • Grounds of insolvency or professional misconduct • Conflict of interest • Distortion of competition	TD 5 ESPD
B) Proposed solution already available in the market	TD 5 ESPD

⚠ **Attention:**

- Tenderers that do not comply with these criteria will be excluded, unless they can prove the adoption of self-cleaning measures in accordance with Article 57.6 of the Directive 2014/24/EU".
- In case of Joint Tenders, all members of the Consortium or group of Tenderers must fill in and submit the ESPD (TD 5) signed by an authorised representative.
- In case of subcontracting, all Subcontractors must fill in and submit the ESPD (TD 5) and the Subcontracting Statement (TD 6)
- Modifications of the ESDP (TD 5) and the Subcontracting Statement (TD 6) are not allowed. Any of such modifications will lead to automatic exclusion of the Tenderer.
- The exclusion criteria will remain unchanged for the entire duration of the PCP, thus applying also for the Call-offs for the Phases 2 and 3. If there are any changes the Contractor needs to immediately inform the Lead Procurer.
- Should there be a missing document, the Lead Procurer – in the name and on behalf of the Public Buyers Group - reserves the right (but does not have the obligation) to ask for the missing information. If the Contractor does not submit the necessary information within five (5) days from the written request of the Lead procurer, it will lead to automatic exclusion.
- Should there be any doubt as to any of these criteria, Tenderers may be requested to provide additional information.

3.3 Selection criteria

The purpose of the Selection Criteria is to determine whether a Tenderer has the financial, economic, technical and professional capacity necessary to carry out and perform the work.

The selection criteria are as follows:

Table 6: Selection Criteria

Selection criteria	Evidence
Ability to perform R&D up to original development of the first products or services and to commercially exploit the results of the PCP, *including intangible results in particular IPRs*	Technical Offer (TD 3) Description of the capacity, materials and equipment that are available to the Tenderer for research, prototyping and limited production and supply of the first set of products or services and description of the availability of financial and organisational structures for management, exploitation and transfer of IPRs and for generating revenue by marketing commercial applications of the results.
Ability of the capacity to create a solution	Technical Offer (TD 3) Description of the capacity to create a solution in the field(s) of "All-Hazard" Fabric Solutions, Adaptive and Modular Design, Ergonomics and Comfort and Sustainability and Maintenance
Demonstration of expertise and working experience required to undertake an innovative R&D project that entails relevant technology	Technical Offer (TD 3) Description of the expertise and working experience required to undertake an innovative R&D project that entails relevant technology.

⚠ Tenderers that do not comply with these criteria will be excluded.

Ability to perform R&D up to original development of the first products and to commercially exploit the results of the PCP

Tenderers must have:

- the capacity, tools, material and equipment to:
  - carry out research and lab prototyping
  - produce and supply a limited set of first products or services and demonstrate that these products or services are suitable for production or supply in quantity and to quality standards defined by the procurers.
- the financial and organisational structures to
  - manage, exploit and transfer or sell the results of the PCP *(including tangible and intangible results, such as new product designs and IPRs).*
  - generate revenue by marketing commercial applications of the results *(directly or through subcontractors or licensees)*.

Ability of the capacity to create a solution

Tenderers must:

- Demonstrate that they possess the necessary technical and professional capacity, expertise, know-how and resources to undertake the research, development, design, prototyping and validation activities required for the development of the proposed solution.
- They should provide sufficient information and evidence demonstrating the Tenderer's capacity to develop a solution addressing the relevant requirements of the Call for Tenders in the following fields:

  - **All-Hazard Fabric Solutions:** capacity and relevant expertise in the research, development, integration and/or application of materials, fabrics and related technologies such as wearable electronics-sensors capable of addressing the identified operational hazards and protection requirements.

  - **Adaptive and Modular Design:** capacity to design and develop adaptable, configurable and modular solutions that can respond to different operational needs, users, environments and use cases.

  - **Ergonomics and Comfort:** capacity and relevant expertise to incorporate ergonomic principles, human factors and user requirements into the design and development process, with particular attention to usability, mobility and user comfort.

  - **Sustainability and Maintenance:** capacity to take into account sustainability, durability, repairability, maintainability and lifecycle considerations in the development of the proposed solution.

Demonstration of expertise and working experience are required when undertaking an innovative R&D project that entails relevant technology

Tenderers must:

- provide a description of relevant references and /or previous projects (executed during the last 5 years) which reflect the competences and capacity of the Tenderer in the different phases and domains of the ACTIVE PCP project, such as research, development, prototyping, testing and commercialisation. These references will be based on previous projects of the Tenderers and /or other members of the Joint Consortia and Subcontractors who will be working on the project.

In addition, the Tenderers will have to prove that they are able to manage, exploit and transfer or sell the results of the PCP (including tangible and intangible results, such as new product designs and IPRs) and able to generate revenue by marketing commercial applications of the results (directly or through subcontractors or licensees).

Finally, Tenderers shall demonstrate that they have access to suitably qualified personnel and the required competencies to successfully undertake and complete this PCP project on time, meeting all technical, operational, and contractual requirements set out below:

- The Tenderer shall demonstrate access to a multidisciplinary team of suitably qualified and experienced specialist staff capable of addressing all technical, research, development, testing, and innovation requirements of the project. At a minimum, the Tenderer shall submit the CVs of five (5) key personnel covering expertise in: (i) fabric materials and advanced textile engineering, (ii) CBRN protection technologies, (iii) wearable electronics and smart textiles, (iv) R&D/project management, and (v) testing and validation. A single individual may cover more than one area of expertise provided that the Tenderer demonstrates, through the submitted CV(s), the required qualifications, experience, and competence in each relevant field. Additional CVs may be provided where necessary to demonstrate the full range of competencies required for successful project delivery.
- Confirm that their organisation has a Business Continuity / Disaster Recovery / Risk Management plan which ensured that the described services will be delivered in the event of a disruption affecting their business and will ensure continuity of supply / service from critical suppliers. Confirmation to be provided in the Technical Offer.
- Confirm that they will take the appropriate level of insurance cover in case they are successful in winning the contract. Confirmation to be provided in the Technical Offer.

⚠ **Attention:** Should there be any doubt as to any of these criteria, Tenderers may be requested to provide additional information.

3.4 Award criteria

There are 2 types of award criteria (on/off criteria and weighted criteria).

- **Pass/fail award criteria**

These are the criteria that can only have value 0 or 1 and the score of the other award criteria must be multiplied by this value (so that the total score becomes 0 if a tender scores 0 on an on-off award criterion).

Tenders must comply with the following on/off award criteria:

Table 7: Award Criteria

On/off award criteria	Evidence
A) Compliance with the definition of R&D services	Technical Offer (TD 3)
B) Compatibility with other public financing	
C) Compliance with the requirements regarding the place of performance of the contract	
D) Compliance with ethics requirements	
E) Compliance with security requirements	

F) Compliance with GDPR	
G) Compliance with usability and interoperability requirements	
H) Compliance with data management requirements	

Tenders that do not comply with these criteria will be excluded. The offers for each phase will be evaluated against these criteria.

A) Compliance with the definition of R&D services

Tenders that go beyond the provision of R&D services will be excluded.

R&D covers fundamental research, industrial research and experimental development, as per the definition given in the EU R&D&I state aid framework[2]. It may include exploration and design of solutions and prototyping up to the original development of a limited volume of first products or services in the form of a test series. Original development of a first product or service may include limited production or supply in order to incorporate the results of field-testing and to demonstrate that the product or service is suitable for production or supply in quantity to acceptable quality standards [3]. R&D does not include quantity production or supply to establish commercial viability or to recover R&D costs. It also excludes commercial development activities such as incremental adaptations or routine or periodic changes to existing products, services, production lines, processes or other operations in progress, even if such changes may constitute improvements. The purchase of commercial volumes of products or services is not permitted.

The definition of services means that the value of the total amount of products covered by the contract must be less than 50 % of the total value of the PCP framework agreement.

A Declaration of Honour and the following evidence is required:

- the financial part of the offer for the Framework Agreement must provide binding unit prices for all foreseeable items for the duration of the whole Framework Agreement.
- the financial part of the offer for each phase must give a breakdown of the price for that phase in terms of units and unit prices for every type of item in the contract, distinguishing clearly the units and unit prices for items that concern products.
- the offers for all 3 phases may include only items needed to address the challenge in question and to deliver the R&D services described in the request for Tenders.
- the offers for all 3 phases must offer services matching the R&D definition above.
- the total value of products offered in Phase 1, respectively Phase 2, must be less than 50 % of the value of the Phase 1, respectively Phase 2, contract and the total value of products offered

[2] See Point 15 of the Commission Communication on a framework for state aid for research and development and innovation (C(2014) 3282).

[3] See Article XV(1)(e) WTO GPA 1994 and the Article XIII(1)(f) of the revised WTO GPA 2014.

in Phase 3 must be so that the total value of products offered in all phases (1,2 and 3) is less than 50% of the total value of the PCP Framework Agreement.

B) Compatibility with other public financing

Tenders that receive public funding from other sources will be excluded if this leads to double public financing or an accumulation of different types of public financing that is not permitted by EU legislation, including EU state aid rules.

A Declaration of Honour confirming that there is no incompatible public financing is requested as to demonstrate compliance with this criterion.

C) Compliance with requirements relating to the place of performance of the Contract

Tenders will be excluded if they do not meet the following requirements relating to the place of performance of the contract:

- At least 50% of the total value of activities covered by each Specific Contract for PCP Phase 1 and 2 must be performed in the EU Member States or in HE associated countries. The principal R&D staff working on each specific contract must be located in the EU Member States or HE associated countries.
- At least 50% of the total value of activities covered by the Framework Agreement (i.e., the total value of the activities covered by Phase 1 + the total value of the activities covered by Phase 2 + the total value of the activities covered by Phase 3) must be performed in the EU Member States or HE associated countries. The principal R&D staff working on the PCP must be located in the EU Member States or HE associated countries.

The percentage is calculated as the part of the total monetary value of the Contract that is allocated to activities performed in the EU Member States or in other countries associated to Horizon Europe. All activities covered by the Contract are included in the calculation (i.e., all R&D and operational activities that are needed to perform the R&D services, e.g., research, development, testing and certifying solutions). This includes all activities performed under the contract by Contractors and, if applicable, their Subcontractors.

The principal R&D staff are the main researchers, developers and testers responsible for leading the R&D activities covered by the Contract.

The countries associated to Horizon Europe are those listed as associated countries in the Participant Portal Online Manual [4].

A Declaration of Honour and the following evidence is required:

- the financial part of the offer must provide binding unit prices for all foreseeable items for the duration of the whole Framework Agreement and give a breakdown of the price for the current phase in terms of units and unit prices (hours and unit price per hour), for every type of item in the Contract (e.g. junior and senior researchers).
- a list of staff working on the Specific Contract (including for Subcontractors), indicating clearly their role in performing the Contract (i.e. whether they are principal R&D staff or not) and the location (country) where they will carry out their tasks under the Contract.
- a confirmation or Declaration of Honour that, where certain activities forming part of the contract are subcontracted, Subcontractors will be required to comply with the place of

[4] List of Horizon Europe associated countries list-3rd-country-participation_horizon-euratom_en.pdf

performance obligation to ensure that the minimum percentage of the total amount of activities that has to be performed in the EU Member States or in countries participating in HE is respected.

D) Compliance with ethics requirements

Tenders will be excluded if they:

- do not comply with the following rules:
    - ethical principles (*including the highest standards of research integrity, notably as set out in the European Code of Conduct for Research Integrity*[5]*, and, in particular, avoiding fabrication, falsification, plagiarism and other research misconduct*),
    - applicable international, EU and national law.
- include plans to carry out activities in a country outside the EU if they are prohibited in all Member States or plans to destroy human embryos.
- include activities whose aim is to:
    - carry out human cloning for reproductive purposes,
    - modify the genetic heritage of human beings in such a way as could make such changes heritable (with the exception of research relating to cancer treatment of the gonads),
    - create human embryos solely for the purpose of research or for the purpose of stem cell procurement, including by means of somatic cell nuclear transfer.
- include activities that do not focus exclusively on civil applications.

If the Tender involves activities that raise ethical issues, the Tenderer must submit an ethics self- assessment that:

- describes how the Tender meets the legal and ethical requirements of the country or countries where the tasks raising ethical issues are to be carried out.
- explains in detail how the Tenderer intends to address the ethical issues identified, in particular as regards:
    - objectives (e.g. *dealing with vulnerable populations and dual-use goods*[6]),

[5] The European Code of Conduct for Research Integrity of ALLEA (All European Academies).

[6] See Article 2(1) EU Export Control Regulation No 428/2009.

- methodology (e.g. *involvement of children and related consent procedure and protection of data collected*),
- the potential impact (e.g. issues relating to the dual use of goods, environmental damage, stigmatisation of particular social groups, political or financial retaliation, benefit-sharing and malevolent use of results).

For information on ethics issues, see the guidance for EU grant beneficiaries *How to complete your ethics self-assessment.*

A Declaration of Honour is requested as evidence.

⚠ **Attention**:

Call-offs for Phases 2 and 3 may request that this information shall be updated in the offers submitted for these phases.

Before starting the particular task that raises ethical issues, contractors must provide a copy of:

- any ethics committee opinion required under national law; and
- any notification or authorisation for activities raising ethical issues required under national law.

The Framework Agreement contains a provision on ethics.

E) Compliance with Security Requirements

Tenders will be excluded if they do not:

- comply with
  - EU, national and international law on dual-use goods or dangerous materials and substances, and
  - the security aspect letter (SAL) annexed to the Horizon Europe grant agreement and the Decision No 2015/444[7].

Tenders themselves must not contain any classified information.

A Declaration of Honour is requested as evidence.

F) Compliance with GDPR

During the process, the Contractor, the members of the Consortium (if applicable) and the Subcontractors (if applicable) will have to comply with Article 28(7) of Regulation (EU) 2016/679 of the European Parliament and of the Council and Article 29(7) of Regulation (EU) 2018/1725 of the

[7] Commission Decision 2015/444/EC, Euratom of 13 March 2015 on the security rules for protecting EU classified information

European Parliament and of the Council (on standard contractual clauses between controllers and processors).

A Declaration of Honour is requested as evidence.

G) Compliance with usability and interoperability requirements

The solutions must be usable in the countries of the ACTIVE PCP Buyers' Group and preferably all over the EU. In regard to this, the solutions must interface with the PB operational systems such as communications (e.g. radios, TETRA/TETRAPOL, dispatch, etc.), apps (e.g. command & control), sensor-data platforms.

A Declaration of Honour is requested as evidence.

H) Compliance with data management requirements

One of the main concerns of the ACTIVE PCP consortium is the management of data (mainly related to staff-end users) of the solutions, both during the field testing phase and as a final solution. Data Management is related not only to technology, but to ethical, legal and organisational aspects. This is the reason why ACTIVE PCP Tenderers are requested to include a specific Data Management Plan during the Phase 2 to be presented, where applicable, to project's Safety Committee so as to get the approval before the beginning of the field testing at each site. These are examples of some of the principles that contractors in the ACTIVE PCP should consider in their Data Management Plan:

1. **Generic Principles:** The data collected, generated and managed must be adequate, relevant and not excessive in terms of the scope and within the specific and legitimate final purpose for which they are to be handled. Rights to access, rectify and cancel data must be guaranteed to participants. The solutions might collect, generate and manage personal data and personal data related to health, so they must be compliant and demonstrate compliance with the EU normative (specifically Data Protection Regulation (EU) 2016/679 and Directive (EU) 2016/680), and also with the corresponding national and regional legal frameworks. A first approach to Data Management (e.g., the architecture of the solution, the sources and the storage of data) must also be included in the end of phase report for phase 1.

   A Data Management Plan for the field-testing phase must be included in the request of approval that each Tenderer must present to the local Safety committee during the phase 2.

2. **Data Management Plan.** The Data Management Plan will include a detailed description about the collection, storage, management, generation and preservation of data during and after the field-testing phase of ACTIVE PCP. It will also include the specification of the data and the justification for its use. This description should also incorporate the data management related differences (if any) between the testing phase and the potential commercial solutions that might result in the future. For the elaboration of the Data Management Plan the Guidelines of Horizon Europe should be further considered. The Data Management Plan will be evaluated by the regional ethical committees who will ensure its compliance not only with the legal framework but also with the ethical principles within each region. The consent form included presented to the ethical committees must also include a detailed information of any relevant issue related to data management.

3. **Data for evaluation.** The DMP should guarantee that the data used for the assessment of the proposals is accessible by the Tenderers and available on time and in form to allow the evaluation.

The format of this data will be specified at the call-off for Phase 2, but one standard format as .csv might be applicable.

A Declaration of Honour is requested as evidence.

⚠ **Attention:** Should there be any doubt as to any of these criteria, Tenderers may be requested to provide additional information.

Weighted Award Criteria

Table 8: Weighted Award Criteria

Weighted award criteria	Maximum points	Weighting	Thresholds (40%)
Phase 1: Solution design			
1.Contract Implementation	**10**	**10%**	**4**
1.1 Methodology of the Project, including risk management and quality assurance	4		
1.2 Quality and completeness of the work-plan as well as detail of task and result descriptions	3		
1.3 Feasibility of the Project plan and resources to meet the objectives specified	3		
2.Functional Quality Criteria	**40**	**40%**	**16**
2.1 – CBRN Requirements			
C2.1.1 Multi-hazard 6 C2.1.2 Radiological-Nuclear 1 C2.1.3 Biological 2 C2.1.4 Chemical 2	11		
2.2 Heat and Thermal Requirements			
C2.2.1 Heat and Thermal Requirements	7		
2.3 Fluid Exposure Requirements			
C2.3.1 Fluid Exposure	6		
2.4 Mechanical and Physical Requirements			
C2.4.1 Mechanical and Physical	6		

2.5 – Operational Barriers and Limitations			
C2.5.1 Usability 3 C2.5.2 Efficiency 2 C2.5.3 Operational 3 C2.5.4 Monitoring 1 C2.5.5 Interoperability 1	10		
3.Non-Functional Quality Criteria	**15**	**15%**	**6**
3.1 – Security and Privacy Requirements	5		
3.2 – Organisational and Piloting Requirements	10		
4. Commercial Feasibility	**5**	**5%**	**2**
Exploitation Plan - Short to Mid-Term exploitation plan, including a commercialisation strategy. Completeness, sense of reality and feasibility of the commercialisation plan including the market analysis and risk management	3		
Commercial Viability. Sense of reality and feasibility of the principles for licensing, pricing, packaging, distribution	2		
5. Evaluation of the solution and sustainability of testing	**10**	**10%**	**4**
Level of innovativeness and ability to go beyond the state-of-the-art	4		
Impact of the proposed solution (Value of benefits due to the solution innovation for end users and procurers)	4		
Quality and realism of the proposed prototype and pilot testing approach	2		
6.Price	**20**	**20%**	
Binding contract Price for carrying out the work in the present Phase	20		

- **<u>Attention</u>**

Only Tenders that reach the minimum threshold per criterion (excluding price) and the minimum overall threshold (i.e. 32 points out of 80 points), will pass to the following step. Failure to reach thresholds leads to the automatic exclusion of the Tender.

Weighted award criteria	Maximum points	Weighting	Thresholds (40%)
Phase 2: Prototyping			
1.Contract Implementation	**10**	**10%**	**4**
1.1 Methodology of the Project, including risk management and quality assurance	4		
1.2 Quality and completeness of the work-plan as well as detail of task and result descriptions	3		
1.3 Feasibility of the Project plan and resources to meet the objectives specified	3		
2.Functional Quality Criteria	**40**	**40%**	**16**
2.1 – CBRN Requirements			
C2.1.1 Multi-hazard 6 C2.1.2 Radiological-Nuclear 1 C2.1.3 Biological 2 C2.1.4 Chemical 2	11		
2.2 Heat and Thermal Requirements			
C2.2.1 Heat and Thermal Requirements	7		
2.3 Fluid Exposure Requirements			
C2.3.1 Fluid Exposure	6		
2.4 Mechanical and Physical Requirements			
C2.4.1 Mechanical and Physical	6		
2.5 – Operational Barriers and Limitations			
C2.5.1 Usability 3 C2.5.2 Efficiency 2 C2.5.3 Operational 3 C2.5.4 Monitoring 1 C2.5.5 Interoperability 1	10		
3.Non-Functional Quality Criteria	**15**	**15%**	**6**
3.1 – Security and Privacy Requirements	5		

3.2 – Organisational and Piloting Requirements	10		
4. Commercial Feasibility	**5**	**5%**	**2**
Exploitation Plan - Short to Mid-Term exploitation plan, including a commercialisation strategy. Completeness, sense of reality and feasibility of the commercialisation plan including the market analysis and risk management	3		
Commercial Viability. Sense of reality and feasibility of the principles for licensing, pricing, packaging, distribution	2		
5. Evaluation of the solution and sustainability of testing	**10**	**10%**	**4**
Level of innovativeness and ability to go beyond the state-of-the-art	4		
Impact of the proposed solution (Value of benefits due to the solution innovation for end users and procurers)	4		
Quality and realism of the proposed prototype and pilot testing approach	2		
6.Price	**20**	**20%**	
Binding contract Price for carrying out the work in the present Phase	20		

Weighted award criteria	Maximum points	Weighting	Thresholds (40%)
Phase 3: Original Development and Testing			
1.Contract Implementation	**10**	**10%**	**4**
1.1 Methodology of the Project, including risk management and quality assurance	4		
1.2 Quality and completeness of the work-plan as well as detail of task and result descriptions	3		
1.3 Feasibility of the Project plan and resources to meet the objectives specified	3		
2.Functional Quality Criteria	**40**	**40%**	**16**
2.1 – CBRN Requirements			
C2.1.1 Multi-hazard 6 C2.1.2 Radiological-Nuclear 1 C2.1.3 Biological 2 C2.1.4 Chemical 2	11		

2.2 Heat and Thermal Requirements			
C2.2.1 Heat and Thermal Requirements	7		
2.3 Fluid Exposure Requirements			
C2.3.1 Fluid Exposure	6		
2.4 Mechanical and Physical Requirements			
C2.4.1 Mechanical and Physical	6		
2.5 – Operational Barriers and Limitations			
C2.5.1 Usability 3 C2.5.2 Efficiency 2 C2.5.3 Operational 3 C2.5.4 Monitoring 1 C2.5.5 Interoperability 1	10		
3.Non-Functional Quality Criteria	**15**	**15%**	**6**
3.1 – Security and Privacy Requirements	5		
3.2 – Organisational and Piloting Requirements	10		
4. Commercial Feasibility	**5**	**5%**	**2**
Exploitation Plan - Short to Mid-Term exploitation plan, including a commercialisation strategy. Completeness, sense of reality and feasibility of the commercialisation plan including the market analysis and risk management	3		
Commercial Viability. Sense of reality and feasibility of the principles for licensing, pricing, packaging, distribution	2		
5. Evaluation of the solution and sustainability of testing	**10**	**10%**	**4**
Level of innovativeness and ability to go beyond the state-of-the-art	4		
Impact of the proposed solution (Value of benefits due to the solution innovation for end users and procurers)	4		
Quality and realism of the proposed prototype and pilot testing approach	2		
6.Price	**20**	**20%**	

Binding contract Price for carrying out the work in the present Phase	20		

Attention:

Additional sub-criteria may be added for the call-offs for Phases 2 and 3, as a way of making the award criteria more precise, provided that they do not substantially change the existing criteria.

Additional thresholds for each criterion may be added for the call-offs for Phases 2 and 3.

Should there be any doubt as to any of these criteria, Tenderers may be requested to provide additional information.

3.5 Scoring

Awarded points for each criterion will be multiplied by weighting percentage leading to a final score per criteria. Final score for Tenderer is a sum of all final criteria scores.

The maximum scoring obtained after the proposal evaluation shall be 100 points, where:

- 20 percentage of the points correspond to the **Financial Offer,** and
- 80 percentage of the points correspond to the **Technical Offer**

Following the Scoring Model:

Li = 80 * (Ti /Tmax) + 20 * (Fmin/Fi)

- Where Tmax Technical Score of the Best Technical Tender
- Ti Technical Score of the Tender i
- Fmin Lower Price of all Tenders
- Fi Price of the Tender i
- Li Total Score of the Offer i rounded to two decimals places.

3.6 Evaluation Overview

For the purpose of the evaluation of the received Tenders, the Lead Procurer shall appoint the following Committees:

1. **Procurement Evaluation Committee (PEC):** The PEC will analyse, make proposals and set guidelines for the whole PCP tendering process. It will monitor the elaboration and approve the tender specifications, evaluation criteria and award criteria prepared by the Technical Committee along with all tender documents and the IPR management. It will decide on the ranking of tenders and award of the contracts. The PEC will serve as the decision-making body overseeing the tendering process and subsequent contract execution. It holds the

responsibility of defining terms and conditions throughout the pre-tendering and tendering phases as well as overseeing the tender awarding and contracting process and monitoring contract execution. The PEC will be chaired by the Lead Procurer representative and composed of at least one representative from each end user. To ensure agility in decision-making, the PEC will be flexible in arranging meetings at any necessary point during the tendering procedure, as well as for critical milestones like the tender release, the contract award, and the evaluation of PCP results. A decision procedure based on the consensus principle will be established. Whenever feasible, electronic means will be prioritised over physical meetings.

2. **Technical Evaluation Committee (TEC):** The TEC will ensure the timely progress of the project and the delivery of high-quality results. It will work closely with the PEC, assisting in various tasks including drafting use cases, defining tender specifications, establishing evaluation criteria, and designing testing procedures. Throughout all phases of the PCP, the TEC will review the End of Phase Reports and the proposals submitted by contractors, ensuring compliance with the technical requirements. The TEC proposes acceptance or rejection of deliverables and proposals to the PEC. The TEC addresses complaints submitted by economic operators during the tendering process, providing recommendations to the PEC for final decision. The TEC will be chaired by the Lead Procurer representative and comprised of technical and domain-specific experts and a representative from the public buyers' group. Regular meetings will be scheduled monthly, with an additional meeting held at the conclusion of the project for a comprehensive review. Decisions within the TEC are reached through consensus, reflecting a collaborative approach to project oversight and decision-making.
3. **Administrative Procurement Board (APB):** The APB will be composed of at least three members of the Lead Procurer and will deal with the administrative aspects of the PCP process. In this regard, the APC members will support the Lead Procurer in the administrative aspects of the procurement, the evaluation of tenders (e.g. evaluating the tenders against the exclusion and selection criteria, contacting excluded bidders) and the payment processes (e.g. reviewing the documents submitted by the contractors and any other related legal matters).

Tenders will be evaluated in a non-discriminatory and transparent manner.

4. SECTION 4: CONTENT & FORMAT OF THE TENDERS

3.7 Evaluation of the submitted Tenders and initial Contract Award

The evaluation process and initial contract award will be carrying out the following eight steps:

Table 9: Evaluation Process

Step 1	Checking exclusion criteria per Tenderer. Performed by KEMEA Administrative Procurement Board. All the related documents shall be submitted in ENVELOPE A.
Step 2	For Tenderers passing Step 1, checking selection criteria per Tenderer. Performed by KEMEA Administrative Procurement Board. All the related documents shall be submitted in ENVELOPE A.

	Formal approval by the PEC of the outcome of the two prior steps.
Step 3	For Tenderers passing Step 2, checking pass/fail award criteria per Tender. Performed by the TEC.
Step 4	For Tenderers passing Step 3, evaluating the tender based on the weighted award criteria. Performed by the TEC.
Step 5	Opening of the financial offers. Performed by the KEMEA Administrative Procurement Board. Formal approval by the PEC of the outcome of the three prior steps.
Step 6	Final ranking conducted by PEC.
Step 7	Award decision by PEC and communication thereof.
Step 8	Signing of Framework Agreements and Phase 1 Contracts after the standstill period (5 days). Done by KEMEA acting in name and on behalf of the PBG.

The ACTIVE PCP Buyers' Group will proceed with the Tenderers' eligibility based on the information provided in the Administrative Section of the proposal (exclusion and selection criteria, all related documents submitted in ENVELOPE A). This will be followed by the technical evaluation (all related documents submitted in ENVELOPE B) and the financial evaluations (all related documents submitted in ENVELOPE C).

Then the Technical Committee and the Evaluation Committee will proceed to the scoring, according to the criteria and procedures described above. At the end of the evaluation procedure, a ranking will be drawn up, in which the tenders will be inserted based on the overall score achieved, in descending order.

In case that Tenders of two or more tenderers obtain the same overall score, but with different partial scores for the price and for all the other different evaluation elements, the Tenderer who obtained the best score on the Technical Offer will be placed first in the ranking.

⚠ **Attention:**

- Tenders not complying with the Tender conditions on the content and format (Technical Offer (TD 3) and Financial Offer and Cost Breakdown (TD 4) will be excluded from the tender evaluation.

- Completeness and formal correctness of the tender procedure will be checked; in case of lack of documents, incompleteness and any other non-essential irregularities of the Tender, the Lead Procurer may request the necessary additions and clarifications. The Lead Procurer may conduct the necessary regularisation by requesting the information from the Tenderer. If the Contractor does not submit the necessary information within five (5) days from the written request of the Lead Procurer, it will lead to automatic exclusion.

    - Modifications to the Technical Offer (TD 3), the Financial Offer and Cost Breakdown (TD 4), the ESPD (TD 5), the Subcontracting Statement (TD 6) are not

allowed. Any of such modifications will lead to automatic exclusion of the Tenderer.

- All cost and risk of preparing and submitting a Tender of the ACTIVE PCP are born by the Tenderers.

The table below contains the Scoring Model that will be used by the TC and EC to assess and score the extent to which a Tender/Offer is meeting the Quality Award Criteria.

Table 10: Scoring Model

Score	Textual Description
0	The description fails to address the Objective or cannot be assessed due to missing or incomplete information.
0,2	Poor – Objective is inadequately addressed or there are serious inherent weaknesses.
0,4	Fair – The description broadly addresses the Objective, but there are significant weaknesses.
0,6	Good – The description addresses the Objective well, but a number of shortcomings are present.
0,8	Very good – The description addresses the Objective very well, but a small number of shortcomings are present.
1	Excellent – The description successfully addresses all relevant aspects of the Objective. Any shortcomings are minor.

Explanation: Every score per quality award criterion will be multiplied with the weight for the criterion. For example, if a Tender scores 0,8 points (Very good) for sub criterion X, this means this Tender receives 0,8 points * 5 = 4 points in total for this criterion out of a maximum of 5 points. Per criterion, this same methodology will be used. If a Tender would score the maximum number of points for every criterion, a total maximum technical score of 80 points can be given.

4.1 Tender submission - Content & Format

All Tenderers must use the ACTIVE PCP Tender Documents, which can be accessed along with all of the other Tender Documents and related annexes by following the instructions in the Contract Notice on TED.

The Tender Documents are also available to be downloaded on

- the ACTIVE PCP website: https://www.activepcp.eu/ and
- on the Innovation Procurement Platform: https://innovationprocurement.com/

The Tenders should be submitted within the deadline established in section 2.7 via the Innovation Procurement Platform, no later than the 12:00 noon (CET) on 14-12-2026.

The Cover Letter (TD 2) should be also sent by post and should be received by no later than the 12:00 noon (CET) on 14-12-2026. The Cover Letter should indicate that it relates to the dossier (R&D Services within the ACTIVE PCP Project) and be addressed to the Lead Procurer: Center for Security Studies (KEMEA), Hellenic Ministry of Citizen Protection, 4, P. Kanellopoulou str. 10177, Athens, Greece. Att to Ms Panagiota Benekou

The Cover Letter should be delivered by one of the following ways:

- By hand at the official registry office of KEMEA at the above-mentioned address
- By registered post services with shipment notice. In such case, Tenderers should inform the Contracting Authority of the dispatch of the tender by fax or email on the same day, attaching a proof of the date of shipment, which must be before the deadline for the submission of tenders.

The Cover Letter should be signed by the Tenderer or its duly accredited representative, with the powers to bind the legal/natural person, stating the full name (or entity name) of both and identifying the tender, a telephone number and an email address for contact.

All Tenders must be submitted in three separate and independent envelopes (A, B and C), in a way that allows the secrecy of the content of each one to be guaranteed until their formal opening.

Envelopes are digital and will only be submitted via the Innovation Procurement Platform https://innovationprocurement.com/

⚠ **Attention:**

- In Annex 1, a detailed explanation of the documents, actions to be taken and related envelopes can be found.
- More detailed information about the final layout requirements for the Phases 2 and 3 offers will be provided in the subsequent Call-offs.
- The period of validity of the Tenders is six (6) months from the deadline indicated above (shorter validity period is not admissible and shall conduct to the rejection of the offer).
- Tenders and supporting documents must be written in English or a full English translation shall be provided at no cost to the Lead Procurer.
- Tenders must not be qualified or accompanied by statements or a covering letter that might be construed as rendering the tender equivocal. Unauthorised alterations or additions must not be made to any component of the tender documents.

4.2 Opening of tenders

Opening of the envelopes will take place on 12:00:01 noon (CET) on 14-12-2026 at the following location:

Center for Security Studies (KEMEA), Hellenic Ministry of Citizen Protection, 4, P. Kanellopoulou str. 10177, Athens, Greece.

Opening of the envelopes will be carried out by the ACTIVE PCP - KEMEA APB. An authorised representative of each Tenderer may attend the opening. The information provided during the opening will be solely the names of the companies who have submitted a Tender.

Companies wishing to attend are requested to notify their intention by sending an e-mail to activepcp-procurement@kemea-research.gr at least 48 hours in advance. This notification must be signed by an authorised officer of the Tenderer and specify the name of the person who will attend the opening of the Tenders on the Tenderer's behalf.

Person of the Contracting Authority to provide all relevant information/clarification is: Panagiota Benekou, Phone: +030 2107710805 int. 364, Fax: +030 2111004499, Email: activepcp-procurement@kemea-research.gr

4.3 Administrative section (ENVELOPE A)

Envelope A shall contain information and evidence on the legal capacity, non-disqualification from exclusion criteria, economic and financial standing of the Tenderer, technical and professional eligibility and fulfilment of the subcontracting criteria, to be provided by means of the documents and forms described below:

- The legal capacity and the representation of the Tenderer, all the members of the Consortium (if applicable), Subcontractors (if applicable) and Third Parties (if applicable) shall be proved by filling, signing – by duly authorised person – and submitting the ESPD (TD5).
- In the case of a Joint Tender, all the members of a Consortium will have to fill in and submit the ESPD (TD 5).
- In the case of Subcontracting, the Subcontracting Statement (TD 6) will have to be filled in, and submitted.
- To prove compliance with the exclusion, selection and on/off award criteria the Tenderer, all the members of the Consortium (if applicable), Subcontractors (if applicable) and Third Parties (if applicable) shall fill in and submit the ESPD (TD 5).

4.4 Technical section (ENVELOPE B)

Tenders must include a **technical offer (TD 3)**, containing:

- a technical plan that outlines:
    - I. the Tenderer's idea for addressing all the requirements given in the PCP challenge description;
    - II. technical details of how this would be implemented, and
    - III. a project management plan that outlines the execution and monitoring approach, including a Gantt chart. This part should clearly address all the weighted quality award criteria, namely 1. Contract implementation, 2. Functional Quality Criteria, 3. Non-

Functional Quality Criteria, 4. Commercial Feasibility and 5. Evaluation of the solution and sustainability of testing.

- a draft business plan that explains the proposed approach to commercially exploit the results of the PCP and to bring a viable product or service onto the market.
- a risk assessment and risk mitigation strategy.
- a reply to the question "Does this tender involve **ethical issues**? (YES/NO)" and if YES, an ethics self-assessment, with explanations how the ethical issues will be addressed.
- A Declaration of pre-existing rights *(background IPRs)* relevant to the tenderer's proposed solution, in order to allow IPR dependencies to be assessed.

⚠ **Attention:**

- Tenders failing to meet these requirements will be excluded.
- The technical part must provide a *detailed* technical offer for Phase 1 *(including an explanation of the methodology, a work plan and details of deliverables and milestones)*, and must specify the plans for and objectives of the subsequent Phases 2 and 3 and beyond *(including a plan for commercial exploitation of the results)*.
- The information provided in the technical section of the Tender will be used to evaluate the Tenders, on the basis of the technical award criteria and the on/off award criteria A, C and D.
    - For the technical offer, maximum limit is 40 pages. Minimum font size (11pt) and page margins (15mm).

4.5 Financial section (ENVELOPE C)

The Tender must include a detailed **financial offer (TD 4)** specifying:

- binding **unit prices** for all items needed for carrying out Phase 1 and binding unit prices for items that are expected to be needed for Phases 2 and 3 *(given in euros, excluding VAT but including any other taxes and duties).*
- a fixed **total price** for phase 1 and an estimated total price for Phases 2 and 3, broken down to show unit prices and the number of each unit needed to carry out Phase 1 *(given in euros, excluding VAT but including any other taxes and duties)*.

In addition, the financial section must include:

- a **price breakdown** that shows the price for R&D services and the price for supplies of products (to demonstrate compliance with the definition of R&D in on/off award criterion A).
- a **price breakdown** that shows the location or country in which the different categories of activities are to be carried out *(e.g., x hours of senior researchers in country L at y euro/hour; a hours of junior developers in country M at b euro/hour)* (to demonstrate compliance with the requirement relating to place of performance in on/off award criterion C).
- the **financial compensation** valuing the benefits and risks of the allocation of ownership of the **IPRs** to the contractor *(i.e., IPRs generated by the contractor during the PCP)*, by giving an absolute value for the price reduction between the price offered in the tender compared to the exclusive development price (i.e., the price that would have been quoted were IPR ownership to be transferred to the procurers).

Attention:

- The unit prices quoted for each category of items (e.g., hourly rates for junior and senior researchers, developers and testers) remain binding for all phases (i.e. for the duration of the Framework Agreement).

- The financial compensation for IPRs must reflect the market value of the benefits received (i.e., the opportunity that the IPRs offer for commercial exploitation) and the risks assumed by the contractor (e.g. the cost of maintaining IPRs and bringing the products onto the market).

The price that will be evaluated is the Actual Price offered.

The information provided in the financial section of the Tender will be used to evaluate the Tenders on the basis of the price award criteria and the compliance criteria A and C.

More detailed information for the Phase 2 and 3 offers will be provided in the Call-offs.

The price for Phase 2 and 3 offers must be based on the binding unit prices in the tender and the price conditions set out in the Framework Agreement. Where new units/unit prices (e.g., for new tasks or equipment) are subsequently added to the Phase 2 or 3 offers, they will become binding for the remaining phases.

Similar price breakdowns will be requested for the call-offs for Phase 2 and 3.

5. SECTION 5: CONDITIONS OF THE CONTRACTS

5.1 Contract implementation

Successful Tenderers will be requested to sign both a Framework Agreement (TD7) and Specific Phases 1, 2 and 3 Contracts (TD 8).

Monitoring

During each phase, contract implementation will be monitored periodically and reviewed against the expected outcomes for the phase. Each Contractor will be assigned a main contact person (their supervisor) appointed by the Lead Procurer.

There will be regular monitoring meetings between the Contractor and the TC. The intensity of monitoring and communication between the Buyers' Group and the Contractors will increase from Phase 1 to Phase 3. Monitoring meetings can be held physically or online and will be subject to agreement between the parties. The Contractor will be asked to discuss the results achieved in the preceding period and present an updated work plan. The supervisor, or any party designated by it, is entitled to visit the premises of the Contractor.

The Technical Committee and/or supervisor will provide written feedback on paper or electronically to contractors after meetings or visits. Detailed information on the role of the supervisor will be provided after the award of a Specific Phase Contract. The role is intended to allow contractors to improve the way in which their solutions address the problem set out in the PCP challenge.

5.2 Payments based on Satisfactory Completion of Milestones and Deliverables of the Phase

Payments corresponding to each PCP phase will be subject to the satisfactory completion of the deliverables and milestones for that phase. Satisfactory completion will be assessed by the PEC, following the opinion of TEC, composed of members of the Buyers' Group.

Satisfactory completion will be assessed according to the following requirements:

- if the work corresponding to that milestone/deliverable has been carried out.
- if a reasonable minimum quality has been delivered.
- if the reports have been submitted on time.
- if the money has been allocated to the planned objectives.
- if the money has been allocated and the work has been carried out according to the on/off award criteria (place of performance, public funding and R&D definition criteria)
- if the work has been carried out in compliance with the provisions of the contract (including in particular verification if the contractor has duly protected and managed IPRs generated in the respective phase).

'Reasonable minimum quality' of a report means that:

- the report can be read by somebody who is familiar with the topic, but not an expert.
- the report gives insight in the tasks performed in and the results.
- the report is made using the end of phase report form or – if applicable – the

milestone report form and the requirements of this form have been met.

'Reasonable minimum quality' of a demonstration (for phase 2 or 3) means:

- the demonstration can be understood by somebody who is familiar with the topic, but not an expert (for instance, somebody with operational but not technical knowledge).
- the demonstration shows how the innovation works, how it can be used and – if applicable – how it is operated and maintained.
- the demonstration is accessible to parties appointed by the procurers, unless these are direct competitors of the contractor.

Satisfactory completion in each of the phases does not mean successful completion.

Invoices must be submitted to the Lead Procurer, once contractors are notified for the satisfactory completion. Contractors' invoices must provide:

- a price breakdown showing the price for R&D services and the price for supplies of products (in order to demonstrate compliance with the definition of R&D in on/off award criterion A).
- a price breakdown showing the location or country in which the different categories of activities were performed (e.g. x hours of senior researchers in country L at y euro/hour, a hours of junior developers in country M at b euro/hour) (in order to demonstrate compliance with the requirement relating to the place of performance in on/off award criterion C).

5.3 Payments Schedule

For the payments schedule described below the Contractor is requested to provide the Contracting Authority along with the respective invoice, the following documentation, accompanied by their official translation in English:

- Tax Clearance certificate (payment of tax evidence) or equivalent.
- Social Security Contributions Payment Certificate or equivalent.
- Criminal Record of the legal representative(s) or equivalent.
- Company Legal Documents (i.e., statute/modifications/legal documents for the Representation of the company, all approved and registered by the Competent Authority, if applicable).
- Official Document with the bank account details.

Official documents must be issued within 30 working days prior to their submission and be valid when submitted (if a validity period is indicated). If a document has no expiration date, it must be issued within thirty (30) working days prior to their submission and be accompanied by a declaration certifying that the respective document has no expiration date.

The Lead Procurer can only pay if all these above-mentioned documents have been attached to the invoice.

Once the deliverable has been evaluated as satisfactory, the Contractor will be asked to submit an invoice. Once the invoice and the additional documents have been accepted, the payment is due within thirty (30) days.

PHASE 1: payment of the Price for Phase I shall be made in one part. The payment of 100% shall be paid within thirty (30) calendar days from the date of the decision of the PEC confirming that the Contractor has achieved the Satisfactory Completion as described in section 5.2 and is thus considered to have completed the phase satisfactorily.

PHASE 2: payment of the Price for Phase II shall be made in two parts. The Contractor shall be paid a first payment of 50% of the Price for Phase 2 thirty (30) calendar days from the date of the decision of the PEC to accept the satisfactory completion of the interim deliverables of the Contractor to Phase II The second payment of 50% shall be paid within thirty (30) calendar days of the decision of the Evaluation Committee confirming that the Contractor has achieved the Satisfactory Completion as described in section 5.2.

PHASE 3: payment of the Price for Phase 3 shall be made in three parts. The Contractors shall be paid a first payment of 45% of the Price for Phase III within 30 calendar Days from the date of the decision of the PEC to accept the satisfactory completion of the interim deliverables of the Contractor to Phase III. The second payment of 40% shall be paid thirty (30) calendar days from the date of the decision of the Evaluation Committee confirming that the Contractor Committee confirming that the Contractor has achieved the Satisfactory Completion as described in section 5.2. The third payment of 15% shall be paid thirty (30) calendar days form the date of the decision of the PECP confirming that ACTIVE PCP project has successfully concluded.

5.4 Eligibility for the next phase based on Successful Completion of the phase

Eligibility for participation in the next phase (Phase 2 and 3) will be subject to successful completion of the current phase.

Successful completion of a phase will be assessed by the TEC and submits its opinion to the EC for final decision against the following requirements:

- if all milestones have been successfully completed.
- If the R&D results meet the minimum functionality/performance requirements of the challenge description (i.e. the minimum quality/efficiency improvements which the procurers set forward for the innovative solutions to achieve).
- if the results of the R&D are considered to be promising.

'Promising' means:

- for Phase 1, that the feasibility is convincing.
- for Phase 2, that the feasibility, the application in an operational setting and the potential impact of the product are convincing.

Only contractors classified as "satisfactory" are eligible to have their work produced during a certain phase considered as "successful".

5.5 Finalisation of Phase 3: Possible follow-up PPI

Follow-up PPI for a limited set of prototypes and/or test products developed during this PCP procurement ('limited follow-up PPIs') may be awarded.

Follow-up PPI for a commercial volume of the innovative solutions developed in this PCP procurement will be subject to a new call for tenders.

6. SECTION 6: MISCELLANEOUS

6.1 Language

All communication (relating to either the tender procedure or the implementation of the Contract) must be carried out in English.

Tenders as well as offers for Phases 2 and 3 Call-offs (and all related necessary documents) must be submitted in English. Deliverables must also be submitted in English.

6.2 Tender constitutes binding offer

A submitted Tender will be considered to constitute a firm, irrevocable, unchangeable and binding offer from the tenderer. The Tenderer's signatory must have the proven power and capacity to bind the tenderer/contractor. The signature of an authorized representative in the Cover Letter (TD 2) will be considered as the signature of the Tender (and will be binding on the tenderer or, for joint tenders, the group of tenderers).

6.3 Communication

All questions or requests for clarification must be received by the Lead Procurer in English. The deadline for submitting questions about Tender documents is on the **15-11-2026 no later than 12:00 noon (CET)**. Any questions received after this deadline will not be answered. The questions or requests for clarification must be addressed to: activepcp-procurement@kemea-research.gr

Please mention the ACTIVE PCP Procurement in the subject line of your emails. With each question the correct document reference and page number should be clearly stated.

The summary of all questions and answers will be presented in an anonymized Q&A document that will be published on the project's website (www.activepcp.eu) in English. For Phases 2 and 3, the Q&A will not be published but distributed to all Contractors that successfully completed the previous Phase. Unless otherwise instructed, please do not use any other contact addresses or means or contact any other persons in connection with this procurement.

6.4 Confidentiality

Tenderers must keep confidential any information obtained in the context of the tender procedure . All documentation, data, statistics, drawings, information, samples or material disclosed or furnished by the Lead Procurer to Tenderers during the course of this Competition:

1. are furnished for the sole purpose of replying to this PCP only;
2. may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Contracting Authority;
3. shall be treated as confidential by the Tenderer and by any third parties (including Subcontractors) engaged or consulted by the Tenderer; and
4. must be returned immediately to the Contracting Authority upon cancellation or completion of this PCP if so required by the Contracting Authority.

In respect of any Trade Secrets - such as business plans, R&D maps or trajectories, customer lists etc. - that it may receive from the Tenderer, the Lead Procurer undertakes to keep secret and strictly

confidential and to ensure that all members of the Group of Procurers will be bound by the same confidentiality obligations towards the Contractor.

6.5 Freedom of Information

The principle of public access to official documents means that public documents and records (with a few exceptions) should be made available to whoever asks for them. The principle is balanced by the obligation of professional secrecy, that stipulates that public authorities are obliged to protect business secrets of others, if disclosure may seriously harm their interests.

Without prejudice to the confidentiality provisions included in the Framework Agreement (TD 7), Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information, clearly identify the specific sections of their Tender containing such information and specify the reasons for its confidentiality or commercial sensitivity.

Tenderers should, however, be aware that the Lead Procurer reserves the right to publish public summaries of the results of the ACTIVE PCP Project (Phase 1, 2 and 3), including information of the key R&D results attained and lessons learned by the ACTIVE PCP Consortium. Details that will harm the legitimate business interest of the Contractors involved in the ACTIVE PCP or that would distort fair competition on the market will not be disclosed. The Lead Procurer will also distribute and publish the following information about the Contractors that are awarded with contracts:

- The name of the organization
- Their location
- The title of the project
- A short summary of the project
- Contract value – as an exception to the confidentiality obligation of the NDA

6.6 Data processing in EU / EEA

The processing of data by the contractor shall meet the requirements of Regulation (EU) 2018/1725 and be processed solely for the purposes set out by the controller.

In case the Contractor has to process personal data, the localization of and access to the personal data processed by the Contractor shall comply with the following:

- The personal data shall only be processed within the territory of the European Union and will not leave that territory.
- The data shall only be held in data centers located with the territory of the European Union.
- No access shall be given to such data outside of the European Union.
- The Contractor may not change the location of data processing without the prior written authorization of the contracting authority.
- Any transfer of personal data under the PCP to third countries or international organizations shall fully comply with the requirements laid down in Chapter V of Regulation (EU)2018/17252.

6.7 Cancellation of the tender procedure

The Lead Procurer (on behalf of the Buyers' Group) may, at any moment, stop the tender procedure and cancel it. The Lead Procurer (on behalf of the Buyers' Group) reserves the right not to award any Contracts at the end of the Tender procedure.

The members of the Buyers' Group, the partners of the ACTIVE PCP Consortium and the EU are not liable for any expense or loss the tenderers may have incurred in preparing their offer.

6.8 Procedures for appeal

The submission of a tender implies unconditional acceptance of all terms and conditions contained in this Request for Tender. Under penalty of exclusion, Tenders must not contain any reservation in relation to any point in the Tender terms and conditions.

All possible complaints during the tendering process will be solely submitted to the Lead Procurer within five (5) days following the notification of the award decision. Complaints will not be addressed to the other members of the Buyers' Group or the ACTIVE PCP Consortium or the funding organization.

Submission of complaints shall not lead to unreasonable delays in the evaluation and award procedures.

The Lead Procurer, the members of the Buyers' Group, the ACTIVE PCP Consortium and/or the funding organisation will not be liable for any loss or damage that the Tenderer may suffer in preparing and submitting a Tender for this PCP.

The Lead Procurer will forward the complaints to the Technical Committee which is responsible to evaluate the complaints and to submit its opinion to the Evaluation Committee for final decision.

Possible complaints against any final decision of the Evaluation Committee may be reviewed by the Greek Administrative Court of Appeal of Athens8. The Tenderers are mandated to notify the Lead Procurer in writing that they are submitting an appeal to challenge a decision of the Evaluation Committee.

Any dispute or claim arising in connection with the execution of the contracts shall be heard by Greek Administrative Court of Appeal of Athens.

6.9 Inaccuracies, inconsistencies, defects and errors

This Call for Tenders (TD1) including annexes has been compiled with great care. Should the tenderer nevertheless come across imperfections, defects, inconsistencies, inaccuracies and uncertainties in the tender documents and/or otherwise object to the tendering procedure and/or the set of requirements and conditions, the tenderer must inform the Lead Procurer thereof as soon as possible. Failure to submit a detailed complaint immediately after discovery, leads to losing the right to fill in a claim as the Public Buyers Group will legitimately assume that the tenderer agrees with the tendering procedure and/or the set requirements and criteria.

If the tenderer submits an objection and the Public Buyers Group rejects it, the tenderer must act proactively. If the tenderer still disagrees with the position of the Public Buyers Group, the tenderer must initiate preliminary injunction proceedings as soon as possible and, if necessary, before submitting its tender.

[8] https://europa.eu/youreurope/business/selling-in-eu/public-contracts/request-review-public- procurement-procedure/index_en.htm

If the tenderer fails to do so, it forfeits the right to raise those objections at any later stage (including after submitting the tender). In such a case, the Public Buyers Group is entitled to assume that the tenderer accepts its position.