



**EUROPEAN COMMISSION**  
DIRECTORATE-GENERAL FOR RESEARCH & INNOVATION

RTD - Research and Innovation  
**Valorisation Policies & IPR**

**European Commission**

**Call for tenders RTD/2023/OP/0021**

**EUROPEAN CITIZENS' HACKATHON CHAMPIONSHIP**

**Open procedure**

**TENDER SPECIFICATIONS**

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# **1. SCOPE AND DESCRIPTION OF THE PROCUREMENT**

## **1.1. Contracting authority: who is the buyer?**

This call for tenders is launched and managed by the European Commission, DG RTD - Research and Innovation, referred to as the contracting authority for the purposes of this call for tenders.

## **1.2. Subject: what is this call for tenders about?**

The subject of this call for tenders is the provision of services for the organisation of an “EUROPEAN CITIZENS’ HACKATHON CHAMPIONSHIP”.

## **1.3. Lots: is this call for tenders divided into lots?**

This call for tenders is not divided into lots.

## **1.4. Description: what do we want to buy through this call for tenders?**

The purchases that are the subject of this call for tenders, including any minimum requirements, are described in detail below.

Variants (alternatives to the model solution described in the tender specifications) are not allowed. The contracting authority will disregard any variants described in a tender.

### **1.4.1. Background and objectives**

#### **Background**

The background for this action draws on two dimensions:

- a. The European knowledge valorisation policy, particularly the need to strengthen citizen engagement for the uptake of innovative solutions that benefit society
- b. The European Missions, in particular the Mission on Climate Neutral and Smart Cities and the Mission on Adaptation to Climate Change.

These dimensions are explained below.

#### **a. The European valorisation policy**

The European knowledge valorisation policy places much attention on a more diverse societal engagement involving a multitude of actors in order to create value through innovation benefiting all of society.

On 2 December 2022 the Council adopted the Recommendation on the [guiding principles for knowledge valorisation](#)<sup>1</sup> which provides a common line on policy principles and measures for

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<sup>1</sup> Council Recommendation (EU) 2022/2415 of December 2022 on the guiding principles for knowledge valorisation ([OJ L 317, 9.12.2022, p. 141](#)).

national, regional and local policy makers to maximize the transformation of research and innovation (R&I) results into solutions that benefit society.

The guiding principles engage all actors in the R&I ecosystem, focus on the interconnections between actors, emphasise entrepreneurial skills and practices, and cover the full range of knowledge generated by R&I activities. The guiding principles highlight also co-creation<sup>2</sup> and cross-sectoral engagement attitudes, practices and cultures, combined with entrepreneurial efforts, at some or all stages of the valorisation process.

The guiding principles specifically call for co-creation, notably to:

- *“Encourage and facilitate multidisciplinary and interdisciplinary collaboration going beyond technological areas and involving disciplines such as social sciences, the humanities and the arts, as well as **co-creative approaches**.”* - principle 2 (d)
- *“Provide measures for businesses, particularly SMEs, civil society, **citizens**, end-users and public authorities to be active partners in **co-creating value-adding innovation**, thereby improving access to and the use of knowledge, increasing skills acquisition and encouraging joint experimentation.”* - principle 3 (b)

Research and Innovation (R&I) are key to responding to the challenges Europe is facing in an increasingly uncertain and fragmented world, as sources of prosperity and catalysts for social economic and environmental sustainability. As stated in the SRIP report 2022<sup>3</sup>, Europe needs to make the most of Research and Innovation. This means amongst else using the results of R&I to strengthen market competitiveness and benefit all parts of society, and requires leveraging businesses, institutions and people, building human capital and skills, strengthening the connections between researchers, innovators, citizens, entrepreneurs and policy makers. It also requires promoting a culture of knowledge valorisation to bridge the gap between research outputs and innovations with high socio-economic impact.

The new European Research Area (ERA)<sup>4</sup> puts emphasis on the engagement of citizens, local communities and civil society as actors at the core of the new ERA, especially for achieving greater societal impact and increased trust in science. It also highlights the need to improve the deployment of new technologies and enhance the take up and visibility of research results in the economy and society as a whole.

In 2022, DG Research and innovation carried out a pilot to test the use and effectiveness of the hackathon as a tool to engage citizens in co-creation and knowledge valorisation of innovative solutions that reply to their needs. Hackathons are events in which community members collaborate to solve problems. They take different forms, but most are designed to bring together stakeholders from various backgrounds to create shareable solutions to problems of common interest. The pilot, CITIZENSHACK2022, provided important lessons discussed with stakeholders and practitioners, and further developed through the publication of the report [Valorising research through citizens' engagement - Publications Office of the EU \(europa.eu\)](#). The report describes a knowledge

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<sup>2</sup> Co-creation refers to a non-linear process that involves multiple actors and stakeholders in the identification of needs and opportunities and their transformation into products, services, policies and solutions.

<sup>3</sup> <https://op.europa.eu/en/publication-detail/-/publication/52f8a759-1c42-11ed-8fa0-01aa75ed71a1>

<sup>4</sup> [https://ec.europa.eu/info/research-and-innovation/strategy/era\\_en](https://ec.europa.eu/info/research-and-innovation/strategy/era_en)

valorisation hackathon with citizens methodology, in particular what are the main steps, actors, strengths as well as challenges of citizens' hackathons and what issues require attention from the start and at the different stages of implementation. Following further consultations on the methodology in particular with the EU Missions, the scaled-up scheme of the European citizens' hackathon championship is aimed to promote the objectives of the Mission on Climate Neutral and Smart Cities and the Mission Adaptation to Climate Change through citizen engagement for co-creation and valorisation of innovative solutions.

#### **b. The EU Missions: bringing concrete solutions to some of Europe's greatest challenges**

On 29 September 2021 the Commission launched five EU Missions<sup>5</sup> as a new and innovative way to work together and improve the lives of people in Europe and beyond. EU Missions aim to tackle big challenges in climate, the environment, and health, and to achieve ambitious and inspiring goals in these areas. To this end, the Missions set out bold, concrete, and measurable targets in a well-defined timeframe for real and lasting impact:

- Climate-Neutral and Smart Cities Mission: achieve 100 climate-neutral cities by 2030 and inspire all other European cities in their decarbonisation journey
- Adaptation to Climate Change Mission: support at least 150 European regions and communities towards climate resilience by 2030
- Oceans and Waters Mission: restore our oceans and waters by 2030
- Soil Mission: 100 living labs and lighthouses to lead the transition towards healthy soils by 2030
- Cancer Mission: improve the lives of more than 3 million people by 2030 through prevention, cure and solutions to live longer and better.

To achieve these ambitious goals, the Missions will deliver results through a new role for R&I under the Horizon Europe programme, combined with a coordinated all-in approach. In particular, the EU Missions aim to open science and innovation to citizens on an unprecedented scale. Provisions are made to involve citizens in the R&I cycle through the co-creation and testing of technological and social innovation solutions, thus ensuring societal uptake of disruptive solutions. Overall, the Missions should make it possible and necessary to rethink how citizens can help shape, implement, and monitor the solutions and policies that can make a positive difference in their lives.

#### **The Mission on Climate-Neutral and Smart Cities**

The Climate-Neutral and Smart Cities Mission (hereafter Cities Mission) has two objectives: (1) achieve 100 climate-neutral and smart cities by 2030 and (2) promote these cities as hubs of experimentation and innovation to inspire all European cities to achieve climate neutrality in the 2050 European Green Deal horizon.

Achieving a climate-neutral city requires the buy-in, creativity and contributions of all citizens and stakeholders who need to become partners, allies and co-orchestrators in order for the city-wide green and smart transition to occur. The Cities Mission aims to strengthen and capitalise on the unique dual position of cities as the level of government closest to citizens and as key hubs of the green and smart transition. It provides an opportunity for a deeper and wider involvement of

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<sup>5</sup> <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:52021DC0609>

citizens to co-frame the challenges of urban climate action, situate these challenges in the contexts known to them, and co-create possible solutions.

112 cities<sup>6</sup> were selected under the mission, stemming from all EU member states and eight countries associated to the Horizon programme. With support from the NetZeroCities Mission Platform<sup>7</sup>, these cities are involving their inhabitants in drawing up the objectives of their city's Climate City Contract to help reduce greenhouse gas emissions and reach climate neutrality. In turn, the implementation and monitoring of the contracts should provide citizens with new platforms and better resources to play their role of political actors, users, producers, consumers and asset owners in the urban green and smart transition. This approach is explained in the Mission's Info Kit for Cities<sup>8</sup> while examples are provided in the NetZeroCities Mission Platform's desktop studies on citizen engagement<sup>9</sup> and social innovation<sup>10</sup>.

A wide range of approaches to citizen engagement are currently being implemented in mission cities, including collaborative platforms, awareness-raising programmes, city labs, participatory budgeting, urban co-design and citizens' assemblies. There is overall positive feedback from such interventions, with cities reaping benefits from shifting from a technocratic and transactional approach to a more relational approach. In addition, there is high demand for solution to climate mitigation across sectors (mobility, energy, built environment, nature-based solutions, waste management, circular economy, social innovation) that are co-designed with citizens and therefore readily implementable.

### **The Mission on Adaptation to Climate Change**

The Mission on Adaptation to Climate Change aims to accelerate the transformation to a climate-resilient Europe, in line with the EU Strategy on Adaptation to Climate Change (see [https://climate.ec.europa.eu/eu-action/adaptation-climate-change/eu-adaptation-strategy\\_en](https://climate.ec.europa.eu/eu-action/adaptation-climate-change/eu-adaptation-strategy_en)) that sets out how the EU can adapt to the unavoidable impacts of climate change and become climate resilient by 2050.

The Mission contributes to putting the EU adaptation strategy in practice by helping regions, cities and local authorities to better understand the climate risks with which they are and will be confronted in the future, to develop their pathways to be better prepared and cope with the changing climate, and to test and deploy on the ground the solutions needed to build resilience. Its objectives are to support at least 150 regions and local authorities in accelerating their transformation towards climate resilience by 2030 and to demonstrate at least 75 large-scale systemic transformation actions on the ground by 2030.

Citizen engagement and support is indispensable when it comes to achieving climate resilience targets. Successful implementation of the Missions requires close engagement of citizens, businesses and industries, governments, entrepreneurs and investors, as well as scientists. This is why the Mission for Adaptation to Climate Change engages and supports partner regional and local

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6 [ec\\_rtd\\_he-cities-mission-meet-the-cities-factsheet.pdf](#) | DocDroid

7 [www.netzerocities.eu](http://www.netzerocities.eu)

8 [ec\\_rtd\\_eu-mission-climate-neutral-cities-infokit.pdf](#) (europa.eu)

9 [D8.1-Desktop-research-report-on-engagement.pdf](#) (netzerocities.eu)

10 [D9.1-SI-observatory-for-climate-neutrality.pdf](#) (netzerocities.eu)

communities to employ citizen science, citizen observatories and other means of joint knowledge gathering and monitoring. Furthermore, the Mission supports regions and local authorities through the Mission implementation platform, MIP4ADAPT<sup>11</sup>, with services that include training, support on event organising, as well as informative toolkits and manuals.

### **Overall and specific objectives**

The main objective of this contract is to provide to the Contracting Authority a methodology for the European citizens' hackathon Championship under the requirements set in these tender specifications, to test it in real life through the running of a Championship, and to provide an analysis of lessons learned and recommendations for the further development of knowledge valorisation and citizen engagement through hackathons and similar open innovation programs.

The Championship will bring together citizens, innovators and researchers from across Europe to compete in teams for the best solutions that respond to the needs of citizens and communities to address the challenges of climate change. The contractor will need to provide the full methodology for the implementation of the Championship and test it using digital tools that are available in the market by running the Championship, including the national hackathons and the final European hackathon event, as a virtual events.

The Championship will contribute to the objectives of the Mission on Climate-Neutral and Smart Cities and the Mission on Adaptation to Climate Change, in particular through citizen engagement to co-create innovative solutions drawing on research results and scientific knowledge that directly reply to citizens' needs and address climate mitigation and adaptation challenges of their communities.

The services provided by the contractor will help the Contracting Authority to strengthen citizen engagement in the design and delivery of innovative solutions and will inform the design of participatory citizen engagement approaches in R&I policy and valorisation policy. This will also increase awareness about the use of hackathons and other similar approaches for the Contracting Authority, the EU Member States, countries associated to Horizon Europe and other stakeholders and promote capacity building.

The overall objective will be met through a number of specific objectives:

1. To develop the methodology for the full scheme of the Championship, respecting the requirements set in these tender specifications. The methodology will cover in detail every stage of the Championship, from the announcement of the competition to the award, follow up stage and final reporting.
2. To prove the methodology through a real life Championship, including the management, organisation and tools, taking into account the citizens' hackathon approach described in the EC report [Valorising research through citizens' engagement - Publications Office of the EU \(europa.eu\)](#).
3. To develop a training and coaching programme and deliver it for the winning teams of the national hackathons, within a period of 2 months. The training programme may include relevant modules, such as on project management, seminars on sustainability, entrepreneurship, social impact etc. The tenderers shall define in their tender the training

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<sup>11</sup> <https://climate-adapt.eea.europa.eu/en/mission/the-mission/about-mip4adapt>



programme to be designed and delivered, including the resources, and any plan to engage with other projects and organisations providing support and training services (for example under Horizon Europe). The training package will need to include as a minimum 6 full days of training and 2 coaching sessions to be delivered to (all members of) the winning teams of the national hackathons. In addition to what the package will include, the tender shall describe the trainers' profiles and selection, and how the training will be provided, including any physical or online only meetings, while ensuring that all winning teams receive the same quality of training and coaching and are prepared to participate to the final event.

4. The develop and deliver a follow-up plan for the European Champions (the final winning teams) which will foresee options and scenarios to support the winners to develop the innovative solutions also taking into account possible links and synergies with other organisations offering such services, with projects and consortia engaged with the Missions, with the local authorities, research organisations and companies interested in supporting the deployment of the solutions.
5. To develop a communication campaign and deliver communication actions, from the launch of the Championship to the completion of the contract. This shall include appropriate communication tools for announcing the Championship and supporting the national hackathons and the final event, and a list of materials to promote the Championship across Europe. The communication materials such as visuals for the events will be agreed with the Contracting Authority at the latest within 3 months from contract start.
6. To draw the lessons learned from the roll out of the Championship and provide a ready to use model for European citizens' hackathon Championships to the Contracting authority, as well as recommendations for the use of hackathons and similar open innovation programs as knowledge valorisation tools.

#### **1.4.2. Detailed characteristics of the purchase**

##### **Scope**

As described in detail in section 1.4.1 above, the scope of this contract is to promote knowledge valorisation through citizen engagement and to support the objectives of the Missions for Adaptation to Climate Change and for Climate-Neutral and Smart Cities through participatory actions and innovative solutions mobilising multiple stakeholders. The European hackathon Championship will deliver the methodology and test it as a two-stage approach, where the winning teams from the first stage (the local hackathons), after a training and coaching programme, enter the European level hackathon and compete for the European Championship.

The citizens' hackathon approach has been tested and proved to be a potentially effective way for engaging citizens and delivering research based, citizens-driven innovative solutions that are co-created in a short time (typically two – three days) during the hackathon. These solutions are most often in a prototype state and require follow up to be fully developed for deployment by market and society.

The Mission for Adaptation to Climate Change aims to support at least 150 regions and local authorities in accelerating their transformation towards climate resilience by 2030 and to demonstrate at least 75 large-scale systemic transformation actions on the ground by 2030.

In order to prepare Europe to deal with climate disruptions, all citizens need to be assisted in better understanding, preparing for and managing climate risks such as heatwaves, forest fires, droughts, storms, floods, or diseases.

The hackathon Championship will provide an opportunity for citizens to engage in hands-on climate-related management and coping activities. Doing so will contribute to raising awareness and fostering a better understanding of climate risk exposure by citizens and share knowledge, good practices and innovations within and across local and regional communities, leading to favourable conditions for societal transformation. Both regional and local authorities that have joined the Mission for Adaptation to Climate Change have identified the significance of on-boarding citizens to reaching climate resilience goals. The hackathon Championship is therefore expected to stimulate engagement, value adaptation measures taken by citizens, take into consideration their interests and needs, and establish connections including with civil society organisations, local partners, the scientific community, all of which align with the broader objectives of the Mission for Adaptation to Climate Change.

The Climate-Neutral and Smart Cities Mission aims to deliver at least 100 climate-neutral and smart European cities by 2030 as well as to ensure that these cities act as experimentation and innovation hubs to put all European cities in a position to become climate-neutral by 2050.

The design and implementation of the Cities Mission at local level is done through the innovative governance mechanism of the Climate City Contracts (CCC). The CCC convenes all stakeholders in the city, including its inhabitants, to co-design and co-implement an action plan (complemented by a list of actions and responsibilities as well as an investment plan) for their city to achieve climate neutrality by 2030.

The success of the Cities Mission will depend on increased community support, acceptance and take-up for climate mitigation measures across various sectors such as mobility, energy, built environment, resource and waste management, nature-based solutions and climate finance. The involvement of citizens in the Mission is therefore key, also when it comes to surfacing new insights based on local knowledge, inducing social learning and ensuring that climate policies are designed in a socially just manner.

The European Hackathon Championship is an opportunity for the Cities Mission to empower citizens to participate in the development of technological and social innovation solutions, and jointly own their climate neutral futures. It is also an opportunity to mobilise a plurality of voices and perspectives for urban climate action.

Within this broader scope, the European citizens' hackathon Championship will target the concrete topic, described as: **Citizens hack Climate Change: co-creating innovative solutions drawing on science and research results to address citizens and communities' needs to mitigate and adapt to climate change**

The European hackathon Championship will be open to all EU member states and associated countries. Local hackathons will be held in:

**(a) each EU Member State (MS).**

**(b) the following associated countries (AC)<sup>12</sup>: Iceland, Israel, Norway, Turkey, Albania, Bosnia, and Montenegro.**

In case an EU Member State decide not to host their own hackathon, participants from that country will be given an opportunity to join another local hackathon. Similarly, participants from associated countries may join a local hackathon held in another EU Member State or associated country.

The minimum requirement is to hold local hackathons in at least 17 Member States and 4 Associated Countries.

A list of contact persons for the local hackathons will be compiled by the two Missions (coordinated by the two Missions' representatives in the Steering Committee, see below) and will be provided to the contractor within two months of the start of the contract. The list of the local contact persons will be publicly accessible, as well as the list of local hackathons that will be organised.

The local hackathons will include teams that will work on a specific challenge to address climate change. Each team will define the specific challenge they will work to address, which will be directly relevant and responding to needs of the citizens and local communities, while promoting the objectives of one or both Missions.

The contractor will ensure that the full list of challenges to be addressed by each local hackathon will be publicly accessible and that the teams are balanced, with balanced membership of citizens and researchers, as well as that additional members can join the already formed teams to support them to address the challenges, for example additional researchers can apply to join teams in their area of expertise.

The contractor will develop a methodology for the full evaluation process, including the evaluation and selection of winners from the local hackathons and the evaluation and selection of the European champions. This will include evaluation criteria that will be agreed with the Contracting Authority and published ahead of the local hackathons.

The contractor will also provide a plan to set up a pool of mentors, facilitators, trainers, and jury members, and will provide the list of names within two months from the start of the contract, to be agreed with the Contracting Authority. With respect to the jury members:

- the jury members for the local hackathons will be proposed by the contractor and agreed with the Contracting Authority, that may also provide suggestions to the list of jury members.
- the jury members of the final will be selected and invited to the final event by the Contracting Authority<sup>13</sup>.

## **Tasks**

The Contractor must provide services of high-quality standards in accordance with the provisions of the contract.

All the tasks of this contract will be implemented in close cooperation with the Contracting Authority, that will set up a Steering Committee.

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<sup>12</sup> Based on participation under the two Missions

<sup>13</sup> Travel & accommodation costs (if any) for the jury members of the final will be covered by the Contracting Authority.

The Steering Committee will be composed of representatives of the Valorisation policies and IPR unit (RTD/ E2) and of the two Missions. The Steering Committee will provide guidance for the implementation of the Championship, give feedback to the contractor on main milestones and deliverables and overall oversee the successful implementation of the action.

### **TASK 1 – Designing and providing in detail the methodology for the action**

This task aims to provide the full methodology and plan for the hackathon Championship.

The methodology and plan will cover all stages, from the announcement of the hackathon Championship and its scope/topic ( e.g. Citizens hack Climate Change: co-creating innovative solutions drawing on science and research results to address citizens and communities' needs to mitigate and adapt to climate change), the program for the local hackathons from the participating MS and AC and plan how these will be organised, ensuring the same high-quality standards in the running of the hackathon and in the evaluation and award stages in all cases.

The plan must specify how the support (resources, expertise) to the hackathons will be ensured and how the same methodology, criteria and standards will be used.

The plan will also describe the communication actions, and describe the steps for the execution of hackathons, including a timeline that will allow all hackathons to be completed within a period of up to three months, and will be agreed with the Contracting Authority.

The information submitted in the tender must outline:

- the methodology and concrete tasks to carry out the Championship, including the means to support and coordinate the local hackathons, the coaching and training for the preparation of the local hackathon winners to participate in the final, the concrete methodology for running the final and follow up actions.
- the approach to privacy and ethical issues.
- a detailed outline of risks, and a detailed Quality Control system to ensure quality standards for all the hackathon events and the Championship as a whole, as well as for the training and mentoring services and tools.

The contractor shall seek the Steering Committee's approval for the fine-tuned methodology and implementation plan at kick off and at the inception meeting with the inception report (month 2).

### **TASK 2 – Implementation phase: running the Championship, including the local hackathons and the European final hackathon, including training and coaching actions.**

This task concerns the running of the European hackathon Championship at all stages, from the launch of the Championship in month 1 of the contract to the completion with the final European hackathon Champions awards and the final steps in the follow up of the winning teams and solutions.

This task includes the following subtasks:

### **Task 2.1 - Announcement and call for participation to the Championship**

The announcement of the Championship, including the timeline and the dates of the European event (final) and awards ceremony, shall be made with appropriate campaign to inform stakeholders and attract applications.

The result of this task will be to have a list of local hackathons, with a plan how they will run, a draft timeline, and the concrete challenges they will focus concretely. This task will also set criteria for the composition of teams for each hackathon and inform the hackathons how to set up the teams. That must be composed of at least 50% non-researchers (e.g., citizens, artists, designers, producers, consumers). Appropriate tools need to be in place for the collection and screening of applications, and for communicating with applicants, stakeholders and the public.

### **Task 2.2 - Publication of hackathons and teams; invitation to expand teams and recruit researchers; raising awareness in policy makers, investors and industry and linking to valorisation intermediaries, mentors, sponsors, and developers, and preparations for the running of the local hackathons**

This subtask consists of the final set up of the teams fully composed and matched with researchers and other stakeholders. It also involves providing briefing material for the local hackathons, agreeing on the mentors and jury members for each hackathon and defining selection criteria, as well as putting in place the Quality control system.

### **Task 2.3 - Run the local hackathons, communicate results and provide coaching and training for the winners**

This subtask involves running the local hackathons according to the Championship programme, publishing the winners of the hackathons and providing them with training, and coaching to facilitate path to product development. This will include a tailor- made training module (including project management, sustainability) to enable teams to develop their solutions and design/start path to deployment.

### **Task 2.4 - Run the European final; select the winners and communicate results**

This subtask will include running the European hackathon Championship Final.

The final event will consist of the teams' preparation and online pitching to the jury members that will select the winners. The selection process will be an event, where the jury committee will meet physically in a venue provided by the Contracting Authority in Brussels, and will view online the pitches of the participating teams and deliberate to select the winners. The selection will be followed by the online announcement of the European Champions.

The winners of the final will consist of:

- One team winner for the Mission Adaptation to Climate Change
- One team winner for the Climate-Neutral and Smart Cities Mission
- One team which can be either, mixed, or more crosscutting to climate change

### **TASK 3. Follow up activities for the winning teams and the Champions**

This task involves supporting the winners towards the valorisation of the winning solutions, for example through market deployment or societal uptake. It includes providing guidance and consultancy services from the final hackathon till the end of the contract. In particular, this will entail:

- In the context of the Mission for Adaptation to Climate Change and in cooperation with the Mission Implementation Platform (MIP4ADAPT) the winning solutions may have the opportunity to participate in Mission-relevant events with the possibility for knowledge exchange and networking.
- The follow-up of the winning proposals linked to the Cities Mission will be ensured, as relevant, in cooperation with its NetZeroCities Mission Platform, its CapaCITIES network of national mission hubs and cities participating in the mission.

### **TASK 4 – Communication, dissemination and outreach activities**

This task aims to communicate and disseminate the results of the contract to the relevant audiences including the Contracting Authority, the EU Member States, and other administrative levels (e.g. regions and local authorities), and citizens of the EU Member States. The contractor will be responsible for delivering communication items, giving an overview of the different hackathons and their participants, results and winning solutions. All materials provided (e.g. text, graphic, video) will be professionally quality checked by the Steering Committee as well as communication services of the Contracting Authority. The language will be English.

In addition:

- In the context of the Mission for Adaptation to Climate Change and in cooperation with the Mission Implementation Platform (MIP4ADAPT) the winning solutions may have the opportunity to be presented in community level events, included as good-practices examples in reports or other documents, or be given visibility and further encouragement by having the opportunity for their solutions to feature in videos or other multimedia material.
- For the Cities Mission, the communication, dissemination and outreach activities of the contractor may be multiplied as relevant through the activities of the dedicated coordination and support actions funded under the Mission: the NetZeroCities Mission Platform, the CapaCITIES network of national mission hubs and the CrAFt coordination and support action. The Mission Board for Climate-Neutral and Smart Cities may also be involved as relevant.
- For both Missions, the support of the TRAMI project may be enlisted as relevant.

The tenderer will submit a communication work plan in their tender. This will be presented to the steering committee and fine-tuned during the inception meeting.

### **TASK 5 – Optimising the methodology and providing recommendations**

This task consists of

- drawing the lessons from the roll out of the Championship and optimising the methodology of a European citizens' hackathon Championship model, that is delivered to the Contracting Authority. The methodology needs to be sufficiently robust and adaptable as a general model to

be used for possible future Championships that any interested party may use, regardless of the challenge to be addressed;

- recommendations for the use of hackathons and similar open innovation programs to promote knowledge valorisation with the engagement of citizens.

## Project management

The contractor will be in charge of the project management, including progress of the activities, delivery on objectives and milestones and reporting to the Steering Committee. The tender shall clearly designate a Project Manager.

In the case of contract award, the Project Manager will be the Contracting Authority's contact point, the sole interlocutor to whom it will address any requests. The Project Manager must attend the Steering Committee meetings and will coordinate the team and ensure that the services are delivered within the deadlines and respecting the highest quality standards. The contractor will also ensure that the presentation of the reports, deliverables, invoices and any supporting documents allows their easy assessment by the Contracting Authority. The Steering Committee is tasked with overseeing the work of the contractor (i.e., timely delivery of milestones and deliverables) and approval of deliverables.

The Steering Committee will oversee the work of the contractor through the Steering Committee meetings, through approval of progress reports, give their final approval on the deliverables, and on any other element deemed as necessary.

### 1.4.3. Deliverables & Meetings

Each deliverable will be in English and examined by the Steering Committee, which may ask for additional information. All deliverables will be submitted via email to the address that will be indicated with the contract. When relevant, they will be submitted as annexes to the reports they are associated with. The electronic format of the deliverables must be in Word or equivalent format. The contractor must ensure that deliverables under this contract are clear, concise and operational. The contracting authority will hold the right to publish the Final Report, entirely or in parts.

Table 1.a Activity reports

Reports Task Month/ Detailed characteristics of the purchase

Milestone	Monh 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Meeting												
Reports												
Workplan and methodology												
Inception report												



Announcement and call for participation												
Interim report 1												
Local hackathons												
Interim report 2												
training to winners												
Final hackathon												
Interim report 3												
Follow up actions to the final winners												
Final report												

## Reports

**Inception report – month 2:** The report shall include a fine-tuned methodology and work plan on the basis of the kick off meeting. A power-point presentation on the methodology and implementation plan shall be delivered as well.

Deliverables to be include in annexes:

- The fine-tuned plan for the implementation of the hackathons, including the timetable. (D1)
- The fine-tuned communication work plan. (D2)

**Interim Report 1 – month 3:** The report shall include a detailed description of the state of play of the preparation of all local hackathons described in task 2.

Deliverables to be included in annexes:

- The detailed list of local hackathons with their specific challenges. (D3)
- The evaluation criteria for the evaluations of the juries of local hackathons. (D4)
- The list of participating teams with their composition. (D5)
- The list of local hackathons coordinating teams, which will also make reference to the list of contact persons that will be provided by the Contracting Authority. (D6)
- The briefing materials to be provided to jury, mentors and participants. (D7)
- The training and coaching materials to the local hackathon coordinators. (D8)
- The criteria for selection and list of the mentors and jury members for all hackathons. (D9)
- The evaluation criteria for the evaluations of the jury of the final hackathon. (D10)
- The description and access link to the online solution for announcing the championship and provide the entire support and services for the implementation of the championship. (D11)



**Interim Report 2 – month 6:** The report shall include a detailed description of the execution of all local hackathons described in task 2. It will include a detailed list of all participants, jury members and mentors and a description of the proposed solutions presented by the teams.

Deliverables to be included in annexes:

- The lists of all participants, jury members and mentors of local hackathons. (D12)
- The composition of all teams of local hackathons with a description of their proposed solutions. (D13)
- The report on the evaluation process including evaluations and scores from the juries and feedback or comments from the mentors to the participants of local hackathons, the awards lists and ranking of all local hackathons. (D14)
- The detailed description of training programme for the local hackathon winners, including training modules. (D15)
- The detailed description of the planned support to the winners towards the valorisation of the winning solutions to market deployment or societal uptake. (D16)

**Interim Report 3 – month 9:** The report shall include a detailed description of the execution of the Final hackathon at EU level event and the award of the Champions.

Deliverables to be include in annexes:

- The lists of all participants, juries and mentors of the European final hackathon (D17) including all teams of the European final hackathon with a description of their proposed solutions.
- The evaluation report with scores and ranking from the jury and feedback to the participants of the European final hackathon. (D18)
- A complete and updated plan for the follow up of the winners, with concrete interventions and taking into account the support of the Missions (D19).

### **Final Report – month 12:**

This report shall be delivered one week before the Final Meeting in month 12. The Final Report shall cover all the tasks in the contract and describe the overarching process and implementation. It will include a specific section assessing and evaluating the success of the citizen engagement and knowledge valorisation dimension of the hackathon championship as well as a section assessing and evaluating its contribution to the Missions' objectives.

The report shall include lessons learned and recommendations on the future of the European hackathon scheme and for similar open innovation programs.

Deliverables to be include in annexes:

- A report on the implementation of the communication work plan. (D20)
- The list of the updated local hackathons reports, including with the names of participants and teams, the names of mentors, jury members, the evaluation reports of each local hackathon (D21)
- The final updated communication materials (D22)
- A report on the implementation of the follow up actions and the state of play for the uptake of the winning solutions (D23)
- A ready to use model of the Championship (D24)

The final report must include:

- an abstract of no more than 200 words and an executive summary of maximum 6 pages, both in English and French;
- specific identifiers which must be incorporated on the cover page provided by the Contracting Authority;
- the following disclaimer:  
*“The information and views set out in this study/report are those of the author(s) and do not necessarily reflect the official opinion of the Commission. The Commission does not guarantee the accuracy of the data included in this study. Neither the Commission nor any person acting on the Commission’s behalf may be held responsible for the use which may be made of the information contained therein.”*

#### Publishable executive summary

The publishable executive summaries must be provided in both in English and French and must include:

- specific identifiers which must be incorporated on the cover page provided by the Contracting Authority;
- the following disclaimer:  
*“The information and views set out in this study/report are those of the author(s) and do not necessarily reflect the official opinion of the Commission. The Commission does not guarantee the accuracy of the data included in this study. Neither the Commission nor any person acting on the Commission’s behalf may be held responsible for the use which may be made of the information contained therein.”*

#### Requirements for publication on Internet

The Commission is committed to making online information as accessible as possible to the largest possible number of users including those with visual, auditory, cognitive or physical disabilities, and those not having the latest technologies. The Commission supports the Web Content Accessibility Guidelines 2.0 of the W3C.

For full details on the Commission policy on accessibility for information providers, see: [http://ec.europa.eu/ipg/standards/accessibility/index\\_en.htm](http://ec.europa.eu/ipg/standards/accessibility/index_en.htm)

For the publishable versions of the study, abstract and executive summary, the contractor must respect the W3C guidelines for accessible pdf documents as provided at: <http://www.w3.org/WAI/>.

#### Graphic requirements

The contractor must deliver the study and all publishable deliverables in full compliance with the corporate visual identity of the European Commission, by applying the graphic rules set out in the European Commission’s Visual Identity Manual, including its logo. The graphic rules, the Manual and further information are available at:

[http://ec.europa.eu/dgs/communication/services/visual\\_identity/index\\_en.htm](http://ec.europa.eu/dgs/communication/services/visual_identity/index_en.htm)

A simple Word template will be provided to the contractor after contract signature. The contractor must fill in the cover page in accordance with the instructions provided in the template. The contractor must apply the rules set out in Visual Identity Manual for the graphic design of both the

cover page and the internal pages of the study. The professional font (EC Square Sans Pro) to be used for the study will be made available to the contractor free of charge upon acceptance of the terms and conditions of its use after contract signature. The use of templates for studies is exclusive to European Commission's contractors. No template will be provided to tenderers while preparing their tenders.

## Meetings

Meeting	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Inception meeting												
Interim meeting 1												
Interim meeting 2												
Interim meeting 3												
Final meeting												

The above-mentioned meetings (inception, interim 1, interim 2 and final) will be organised at the CA's premises and the contractor will be represented by the project manager, while other members of the contractor team may also participate (on site or through hybrid meetings online). Therefore, there are no costs for the renting of the venue or any other logistics. The duration of the meeting will be of maximum two hours. The contractor will be responsible for preparing an agenda and for taking the minutes of the meeting and will share them with the contracting authority.

Should the sanitary situation prevent the organisation of meetings/events in person, the contractor shall take the necessary measures to organise them via videoconference.

### 1.5. Place of performance: where will the contract be performed?

The services will be performed at the following locations:

- At the contractor's premises and any other place as required for the implementation of the tasks described under Section 1.4 of these specifications.


### 1.6. Nature of the contract: how will the contract be implemented?

The procedure will result in the conclusion of a direct contract.

In direct contracts all the terms governing the provision of the services are defined at the outset. Once signed, they can be implemented directly without any further contract procedures.

Tenderers need to take full account of the full set of procurement documents, including the provisions of the draft contract as the latter will define and govern the contractual relationship to be

established between the contracting authority and the successful tenderer. Special attention is to be paid to the provisions specifying the rights and obligations of the contractor, in particular those on payments, performance of the contract, confidentiality, and checks and audits.

 Please be aware that if a tenderer to whom the contract is awarded (any of the group members in case of a joint tender) has established debt(s) owed to the Union, the European Atomic Energy Community or an executive agency when the latter implements the Union budget, such debt(s) may be offset, in line with Articles 101(1) and 102 of [Regulation \(EU, Euratom\) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union](#) (Financial Regulation)<sup>1</sup> and the conditions set out in the draft contract, against any payment due under the contract. The contracting authority will verify the existence of overdue debts of the successful tenderer (any of the group members in case of a joint tender), and, if any such debt is found, will inform the tenderer (the group leader in case of a joint tender who will then have the obligation to inform all other group members before signing the contract) that the debt(s) may be offset against any payment under due the contract.

### **1.7. Volume and value of the contract: how much do we plan to buy?**

The maximum total amount of all purchases under this call for tenders is indicated under Section II.1.5 of the contract notice. The volumes of the purchases over the total duration of the contract are specified in Section 1.4 of these specifications.

### **1.8. Duration of the contract: how long do we plan to use the contract?**

The contract resulting from the award of this call for tenders will be concluded for at most 12 months. The details of the initial contract duration and possible renewals are set out in the draft contract.

### **1.9. Electronic exchange system: can exchanges under the contract be automated?**

For all exchanges with the contractor during the implementation of the contract as well as for future possible subsequent proceedings, including, but not limited to, for the purposes of EDES ([European Union's Early Detection and Exclusion System](#)), the contracting authority may use an electronic exchange system meeting the requirements of Article 148 of the Financial Regulation. At the request of the contracting authority, the use of such a system shall become mandatory for the contractor at no additional cost for the contracting authority. Details on specifications, access, terms and conditions of use will be provided in advance.

### **1.10. Security**

When performing tasks for the contracting authority in execution of the contract, the contractor and its personnel shall comply with the contracting authority's applicable security requirements.

For the Commission , the applicable security requirements include:

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<sup>1</sup> Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012 (OJ L 193 of 30.07.2018, p.1).

- ✓ [Commission Decision \(EU, Euratom\) 2015/443](#) of 13 March 2015 on Security in the Commission, as well as all its subsequent versions.

Should the contractor, during the performance of the tasks, which are the subject of the contract, need remote access to any communication and information system of Commission or data sets processed therein, one of the two following approaches should be observed:

- 1) Contractor's personnel is granted remote access to any communication and information system of the Commission or data sets processed therein, without being provided with Commission IT equipment. In this case the Contractor shall be requested to comply with security rules referred to in Article 6(5) of the Commission Decision (EU, Euratom) 2017/46 of 10 January 2017. This entails prior authorisation, which shall be granted on the basis of a formal request for network access service "Remote Access for Companies", and approval process, which takes on average 4-6 weeks. The outcome of the approval, i.e. the Interconnection Security Agreement, shall be valid for a specified duration linked to the contract and shall be obtained before the connection is activated. The formal request is initiated by the concerned Directorate-General or service of the Commission and based on the risk assessment with the focus on nature and sensitivity of the tasks to be performed remotely and the security needs of each accessed communication and information system.

During the authorisation process the contractor is asked to describe relevant organisational, physical, logical and network security measures in order to provide reasonable assurance that the risks are adequately and systematically covered at a level equivalent to the Commission Decision (EU, Euratom) 2017/46 of 10 January 2017, its implementing rules and corresponding security standards. The authorisation process may impose additional security requirements as a prerequisite for approval, in order to protect the Commission's communication and information systems and networks from the risks of unauthorised access or other security breaches. No remote access will be possible in this context without having in place an approved Interconnection Security Agreement (formerly called a security convention).

Contractors and service providers may be required to comply with the baseline security measures published by the Commission at Standards & Procedures ([https://ec.europa.eu/info/files/security-standards-information-systems\\_en](https://ec.europa.eu/info/files/security-standards-information-systems_en)).

- 2) Contractor's personnel use Commission IT equipment (normally a laptop PC) and connects to the Commission's internal network via the remote access service for Commission staff. In this case, contractors are required to put in place minimum security measures in order to mitigate risks to the security of Commission information during the fulfilment of the contracted services. These measures focus mainly on the confidentiality and integrity of Commission equipment and information. The baseline security measures for contractors in the context of remote service delivery are available for consultation at the internet address: [https://ec.europa.eu/info/files/security-standards-information-systems\\_en](https://ec.europa.eu/info/files/security-standards-information-systems_en). These rules apply to service providers working on contractor's premises or in home offices, where permitted by the specific contract. This baseline does not cover service providers accessing non-Commission systems, such as contractors' development environments. When the contractor undertakes to follow these controls in the contract, access is permitted without an additional Interconnection Security Agreement (security convention).

## 2. GENERAL INFORMATION ON TENDERING

### 2.1. Legal basis: what are the rules?

This call for tenders is governed by the provisions of the Financial Regulation.

The contracting authority has chosen to award the contract resulting from this call for tenders through an open procedure pursuant to Article 164(1)(a) of the Financial Regulation.

In this procedure any interested economic operator (any natural or legal person who offers to supply products, provide services or execute works) may submit a tender.

### 2.2. Entities subject to restrictive measures and rules on access to procurement: who may submit a tender?

Tenderers must ensure that no involved entities (see Section 2.4) nor any subcontractors, including those which do not need to be identified in the tender (see Section 2.4.2), are subject to [EU restrictive measures](#) adopted under Article 29 of the Treaty on the European Union (TEU) or Article 215 of the Treaty on the Functioning of the EU (TFEU)<sup>2</sup>, consisting of a prohibition to make available or transfer funds or economic resources or to provide financing or financial assistance to them directly or indirectly, or of an asset freeze. The prohibition applies throughout the whole performance of the contract.

Participation in this call for tenders is open on equal terms to all natural and legal persons coming within the scope of the [Treaties](#), as well as to international organisations.

It is also open to all natural and legal persons established in a third country provided that it has a special agreement with the European Union in the field of public procurement on the conditions laid down in that agreement.

The Agreement on Government Procurement<sup>3</sup> concluded within the World Trade Organisation does not apply. Therefore, the participation to this call for tenders is not open to natural and legal persons established in the countries that have ratified this Agreement.

The rules on access to procurement do not apply to entities on whose capacity tenderers rely to fulfil the selection criteria nor to subcontractors. Subcontracting may not be used with the intent or effect to circumvent the rules on access to procurement.

Participation in this call for tenders is also open on equal terms to natural and legal persons established in a third country eligible for funding under the programme Horizon Europe Framework Programme.

To enable the contracting authority to verify the access, each tenderer must indicate its country of establishment (in case of a joint tender – the country of establishment of each group member) and must present the supporting evidence normally acceptable under the law of that country. The same document(s) could be used to prove country/-ies of establishment and the delegation(s) of the

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<sup>2</sup> Please note that the EU Official Journal contains the official list and, in case of conflict, its content prevails over that of the [EU Sanctions Map](#).


<sup>3</sup> [https://www.wto.org/english/tratop\\_e/gproc\\_e/gp\\_gpa\\_e.htm](https://www.wto.org/english/tratop_e/gproc_e/gp_gpa_e.htm)

authorisation to sign, as described in Section 4.3.

### 2.3. Registration in the Participant Register: why register?

Any economic operator willing to participate in this call for tenders must be registered in the [Participant Register](#) - an online register of organisations and natural persons (participants) participating in calls for tenders or proposals of the European Commission and other EU institutions/bodies.

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

 **Each participant needs to ensure that its SME status in the Participant Register is registered and kept up to date.**

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

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

### 2.4. Ways to submit a tender: how can economic operators organise themselves to submit a tender?

Economic operators can submit a tender, either as a sole economic operator (sole tenderer) or as a group of economic operators (joint tender)<sup>4</sup>. In either case subcontracting is permitted.

Tenders must be drawn and submitted in complete independence and autonomously from the other tenders. A declaration in this regard by each tenderer (in case of a joint tender, by the group leader) shall be requested (*Annex 2*).

A natural or legal person cannot participate at the same time and within the same procedure either as member of two or more groups of economic operators or as a sole tenderer and member of another group of economic operators. In such case, all tenders in which that person has participated, either as sole tenderer or as member of a group of economic operators, will be rejected.

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

A natural or legal person may act as subcontractor for several tenderers as long as the tenders are

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



drawn and submitted in complete independence and autonomously from each other. However, cross subcontracting among tenderers is forbidden, more precisely an entity “A” may participate as tenderer (either as sole tenderer or as member of a group of economic operators) and as subcontractor to another tenderer “B” within the same procurement procedure. However, in this case it is forbidden that tenderer “B” (or any of its participating members in case of a group of economic operators) is at the same time subcontractor for tenderer “A” (or for the group of economic operators in which “A” participates) within the same procurement procedure. In this case, both tenders A and B shall be rejected.

In order to fulfil the selection criteria, set out in Section 3.2, the tenderer can rely on the capacities of subcontractors (see Section 2.4.2) or other entities that are not subcontractors (see Section 2.4.3).

An “**involved entity**” is any economic operator involved in the tender. This includes the following four categories of economic operators:

- sole tenderer,
- group members (including group leader),
- identified subcontractors (see Section 2.4.2), and
- other entities (that are not subcontractors) on whose capacity the tenderer relies on to fulfil the selection criteria.

The role of each entity involved in a tender must be clearly specified in the eSubmission application: i) sole tenderer, ii) group leader (in case of a joint tender), iii) group member (in case of a joint tender), or iv) subcontractor<sup>5</sup>.

For an entity on whose capacities the tenderer relies on to fulfil the selection criteria (that is not a subcontractor), this role is defined in the commitment letter (***Annex 5.2***)

### **2.4.1. Joint tenders**

A joint tender is a situation where a tender is submitted by a group (with or without legal form) of economic operators regardless of the link they have between them in the group. The group as a whole is considered a tenderer<sup>6</sup>.

All group members assume joint and several liability towards the contracting authority for the performance of the contract as a whole.

Group members must appoint from among themselves a group leader (the group leader) as a single point of contact authorised to act on their behalf in connection with the submission of the tender and all relevant questions, clarification requests, notifications, etc., that may be received during the evaluation, award and until the contract signature. All group members (including the group leader) must sign an Agreement/Power of attorney drawn up in the model attached in **Annex 3**.

The joint tender must clearly indicate the role and tasks of each group member, including those of the group leader who will act as the contracting authority's contact point for the contract's administrative or financial aspects and operational management. The group leader will have full authority to bind the group and each of its members during contract execution.

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<sup>5</sup> Only identified subcontractors (see Section 2.4.2) must be specified in the eSubmission application.

<sup>6</sup> References to *tenderer* or *tenderers* in this document shall be understood as covering both sole tenderers and groups of economic operators submitting a joint tender.



If the joint tender is successful, the contracting authority shall sign the contract with the group leader, authorised by the other members to sign the contract also on their behalf via the Agreement/Power of attorney drawn up in the model attached in **Annex 3**.

Changes in the composition of the group during the procurement procedure (after the deadline for submission of tenders and before contract signature) shall lead to rejection of the tender, with the exception of the following case:

- case of a merger or takeover of a group member (universal succession), provided that the following cumulative conditions are fulfilled:
  - the new entity is not subject to restrictive measures, has access to procurement (see Section 2.2) and is not in an exclusion situation (see Section 3.1),
  - all the tasks assigned to the former entity are taken over by the new entity member of the group,
  - the group meets the selection criteria (see Section 3.2),
  - the change must not make the tender non-compliant with the procurement documents,
  - the terms of the originally submitted tender are not altered substantially and the evaluation of award criteria of the originally submitted tender are not modified,
  - the new entity undertakes to replace the former entity for the implementation of the contract, in case of an award.

#### **2.4.2. Subcontracting**

Subcontracting is the situation where the contractor enters into legal commitments with other economic operators, which will perform part of the contract on its behalf. The contractor retains full liability towards the contracting authority for performance of the contract as a whole.

The following shall not be considered subcontracting:

- a) Use of workers posted to the contractor by another company owned by the same group and established in a Member State (“intra-group posting” as defined by Article 1, 3, (b) of [Directive 96/71/EC concerning the posting of workers in the framework of the provision of services](#)).
- b) Use of workers hired out to the contractor by a temporary employment undertaking or placement agency established in a Member State (“hiring out of workers” as defined by Article 1, 3, (c) of [Directive 96/71/EC concerning the posting of workers in the framework of the provision of services](#)).
- c) Use of workers temporarily transferred to the contractor from an undertaking established outside the territory of a Member State and that belongs to the same group (“intra-corporate transfer” as defined by Article 3, (b) of [Directive 2014/66/EU on the conditions of entry and residence of third-country nationals in the framework of an intra-corporate transfer](#)).
- d) Use of staff without employment contract (“self-employed persons working for the contractor”), without the tasks of the self-employed persons being particular well-defined parts of the contract.
- e) Use of suppliers and/or transporters by the contractor, in order to perform the contract at the place of performance, unless the economic activities of the suppliers and/or the transporting services are within the subject of this call for tenders (see Section 1.4).
- f) Performance of part of the contract by members of an EEIG (European Economic Interest Grouping), when the EEIG is itself a contractor or a group member.

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


contractor as defined in the contract.

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

By filling in the form available in **Annex 4** (List of identified subcontractors), tenderers are required to give an indication of the proportion of the contract that they intend to subcontract, as well as to identify and describe briefly the envisaged contractual roles/tasks of subcontractors meeting any of these conditions (hereafter referred to as *identified subcontractors*):

- subcontractors on whose capacities the tenderer relies upon to fulfil the selection criteria as described under Section 3.2.
- subcontractors whose intended individual share of the contract, known at the time of submission, is above 10 %.

Any such subcontractor must provide the tenderer with a commitment letter drawn up in the model attached in **Annex 5.1** and signed by its authorised representative.

 Each tenderer shall identify such subcontractors and provide the commitment letters with its tender. The information must be true and correct at the time of submitting the tender. Any changes or additions regarding the envisaged subcontractors after the deadline for submission of tenders must be justified to the contracting authority.

The above rules apply also where the economic operators, which will perform part of the contract on behalf of a successful tenderer, belong to the same economic/corporate group as the sole tenderer or a member of the group submitting the joint tender.

Changes concerning subcontractors identified in the tender (withdrawal/replacement of a subcontractor, additional subcontracting) during the procurement procedure (after the deadline for submission of tenders and before contract signature) require the prior written approval of the contracting authority subject to the following verifications:


- any new subcontractor is not subject to restrictive measures, has access to procurement if the rules on access to procurement apply also to subcontractors (see Section 2.2) and is not in an exclusion situation (see Section 3.1),
- the tenderer still fulfils the selection criteria, and the new subcontractor fulfils the selection criteria applicable to it individually, if any;
- the terms of the originally submitted tender are not altered substantially, i.e. all the tasks assigned to the former subcontractor are taken over by another involved entity, the change does not make the tender non-compliant with the tender specifications, and the evaluation of award criteria of the originally submitted tender is not modified.

Subcontracting to subcontractors identified in a tender that was accepted by the contracting authority and resulted in a signed contract, is considered authorised.

#### **2.4.3. Entities (not subcontractors) on whose capacities the tenderer relies on to fulfil the selection criteria**

In order to fulfil the selection criteria a tenderer may also rely on the capacities of other entities (that are not subcontractors), regardless of the legal nature of the links it has with them. It must in that case prove that it will have at its disposal the resources necessary for the performance of the


contract by producing a commitment letter in the model attached in **Annex 5.2**, signed by the authorised representative of such an entity, and the supporting evidence that those other entities have the respective resources<sup>7</sup>.

 The above rules apply also where the economic operators on whose capacities the tenderer relies to fulfil the selection criteria (that are not subcontractors) belong to the same economic/corporate group as the sole tenderer or a member of the group submitting the joint tender.

#### **2.4.4. Rules common to subcontractors and entities (not subcontractors) on whose capacities the tenderer relies on to fulfil the selection criteria**

If a successful tenderer intends to rely on another entity to meet the minimum levels of economic and financial capacity, the contracting authority may require the entity to sign the contract or, alternatively, to provide a joint and several first-call financial guarantee for the performance of the contract.

With regard to technical and professional selection criteria, a tenderer may only rely on the capacities of other entities where the latter will perform the works or services for which these capacities are required, i.e. the latter will either assume the role of subcontractors or will fall within the exceptions listed in Section 2.4.2 and will then assume the role of entities (not subcontractors) on whose capacities the tenderer relies to fulfil the selection criteria.

 Relying on the capacities of other entities is only necessary when the capacity of the tenderer is not sufficient to fulfil the required minimum levels of capacity. Abstract commitments that other entities will put resources at the disposal of the tenderer will be disregarded.

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

### 3. EVALUATION AND AWARD

The evaluation of the tenders that comply with the submission conditions will consist of the following elements:

- Check if the tenderer is not subject to restrictive measures and has access to procurement (see Section 2.2);
- Verification of administrative compliance (if the tender is drawn up in one of the official EU languages and the required documents signed by duly authorised representative(s) of the tenderer);
- Verification of non-exclusion of tenderers on the basis of the exclusion criteria;
- Selection of tenderers on the basis of selection criteria;
- Verification of compliance with the minimum requirements specified in the procurement documents;
- Evaluation of tenders on the basis of the award criteria.

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

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

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

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

#### 3.1. Exclusion criteria

The objective of the exclusion criteria is to assess whether the tenderer is in any of the exclusion situations listed in Article 136(1) of the Financial Regulation.

Tenderers found to be in an exclusion situation will be rejected.

As evidence of non-exclusion, each tenderer<sup>8</sup> needs to submit with its tender a Declaration on Honour<sup>9</sup> in the model available in *Annex 2*.<sup>10</sup> The declaration must be signed by an authorised

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<sup>8</sup> See Annex 1 which of the involved entities participating in a tender need to provide the Declaration on Honour.

<sup>9</sup> The European Single Procurement Document (ESPD) may not be used yet in calls for tenders of the European Commission.


<sup>10</sup> Unless the same declaration has already been submitted for the purposes of another award procedure of the European Commission, the situation has not changed, and the time elapsed since the issuing date of the declaration does not

representative of the entity providing the declaration. Where the declaration has been signed by hand, the original does not need to be submitted to the contracting authority, but the latter reserves the right to request it from the tenderer at any time during the record-keeping period specified in Section 4.3.

The initial verification of non-exclusion of tenderers will be done on the basis of the submitted declarations and consultation of the [European Union's Early Detection and Exclusion System](#).

At any time during the procurement procedure<sup>12</sup>, the contracting authority may request the documents mentioned in the Declaration on Honour as supporting evidence on non-exclusion (the documentary evidence). It may also request information on natural or legal persons that are members of the administrative, management or supervisory body or that have powers of representation, decision or control, including legal and natural persons within the ownership and control structure and beneficial owners, and appropriate evidence that none of those persons are in one of the exclusion situations referred to in Section A point (1) (c) to (f) of the Declaration on Honour.

All tenderers are **invited to prepare in advance the documentary evidence**, since they may be requested to provide such evidence within a short deadline. In any event, the tenderer proposed by the evaluation committee for the award of the contract will be requested to provide such evidence.

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

*Annex I* specifies which of the involved entities participating in a tender need to provide the Declaration on Honour and, when requested by the contracting authority, the supporting evidence.

**Please note that a request for evidence in no way implies that the tenderer has been successful.**

### 3.2. Selection criteria

The objective of the selection criteria is to assess whether the tenderer has the legal, regulatory, economic, financial, technical and professional capacity to perform the contract.

The selection criteria for this call for tenders, including the minimum levels of capacity, the basis for assessment and the evidence required, are specified in the following subsections.

Tenders submitted by tenderers not meeting the minimum levels of capacity will be rejected.

When submitting its tender each tenderer shall declare on honour that it fulfils the selection criteria

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exceed one year.

<sup>12</sup> The obligation to provide the supporting evidence will be waived in the following situations:

- if the same documents have already been provided in a previous award procedure of the European Commission, have been issued no more than one year before the date of their request by the contracting authority and are still valid at that date;
- if such evidence can be accessed by the contracting authority on a national database free of charge, in which case the economic operator shall provide the contracting authority with the internet address of the database and, if needed, the necessary identification data to retrieve the document;
- if there is a material impossibility to provide such evidence.


for this call for tenders. The model Declaration on Honour available in **Annex 2** shall be used.

The initial assessment of whether a tenderer fulfils the selection criteria will be done on the basis of the submitted declaration(s).

The subsections below specify which selection criteria evidence must be provided with the tender or may be requested later, at any time during the procurement procedure, within a deadline given by the contracting authority<sup>13</sup>.

The evidence must be provided in accordance with the applicable basis for assessment of each criterion: in case of a consolidated assessment – only by the involved entities who contribute to the fulfilment of the criterion, and in case of individual assessment – by each entity to whom the criterion applies individually.

In case not all selection criteria evidence is requested with the tender, all tenderers are **invited to prepare in advance the documentary evidence**, since they may be requested to provide such evidence within a short deadline. In any event, the tenderer proposed by the evaluation committee for the award of the contract will be requested to provide such evidence.

 If the tenderer does not provide valid documentary evidence within the deadlines set by the contracting authority, the contracting authority reserves the right to reject the tender. In any event, in case a tenderer proposed for the award of the contract fails to comply with the above evidence requirement, its tender will be rejected, unless there is a ground for a waiver.

**Please note that a request for evidence in no way implies that the tenderer has been successful.**

### 3.2.1. Legal and regulatory capacity

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

Where tenderers submit a tender through an entity, which lacks legal personality (e.g., a branch), the compliance with the exclusion criteria, selection criteria, the rules on access to procurement as well as the absence of restrictive measures shall be assessed at the level of the tenderers.

Tenderers do not need to prove specific legal and regulatory capacity to perform the contract.

In addition, involved entities (see Section 2.4) and all subcontractors, including those which do not need to be identified in the tender (see Section 2.4.2), must not be subject to [EU restrictive measures](#) adopted under Article 29 of the Treaty on the European Union (TEU) or Article 215 of the Treaty on the Functioning of the EU (TFEU)<sup>14</sup> that constitute a legal impediment to perform the contract. This requirement will be assessed by reference to the EU restrictive measures in force. Therefore, the tenderer is not required to submit any evidence of not being subject to EU restrictive measures.

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<sup>13</sup> The obligation to provide the supporting evidence will be waived in the following situations:


- if the same documents have already been provided in a previous award procedure of the European Commission and are still up-to-date;
- if such evidence can be accessed by the contracting authority on a national database free of charge, in which case the economic operator shall provide the contracting authority with the internet address of the database and, if needed, the necessary identification data to retrieve the document.

<sup>14</sup> Please note that the EU Official Journal contains the official list and, in case of conflict, its content prevails over that of the [EU Sanctions Map](#).


### 3.2.2. Economic and financial capacity

Tenderers must comply with the following selection criteria in order to prove that they have the necessary economic and financial capacity to perform the contract.

Criterion F1	
<b>Minimum level of capacity</b>	Average yearly turnover of the last two financial years above EUR 750 000.00.
<b>Basis for assessment</b>	This criterion applies to the tenderer as a whole, i.e., a consolidated assessment of the combined capacities of all involved entities will be carried out.
<b>Evidence</b>	Copy of the profit and loss accounts and balance sheets for the last two years for which accounts have been closed from each concerned involved entity, or, failing that, appropriate statements from banks. The most recent year must have been closed within the last 18 months.

 The evidence of economic and financial capacity does not need to be provided with the tender but may be requested by the contracting authority or the EU Validation Services at any time during the procedure.

### 3.2.3. Technical and professional capacity

 With regard to technical and professional selection criteria, a tenderer may only rely on the capacities of other entities where the latter will perform the works or services for which these capacities are required. The entity on whose capacity the tenderer relies will either assume the role of a subcontractor or fall within the exceptions listed in Section 2.4.2.

Tenderers must comply with the following selection criteria in order to prove that they have the necessary technical and professional capacity to perform the contract:

Criterion T1	
<b>The tenderer must prove experience in the field of development and implementation of novel approaches such as hackathons and similar open innovation programs and project management.</b>	
<b>Minimum level of capacity</b>	At least 2 projects completed in the last three years preceding the deadline for submission of tenders, with a minimum value for each of them € 100 000.00.
<b>Basis for assessment</b>	This criterion applies to the tenderer as a whole, i.e., the consolidated assessment of combined capacities of all involved entities will be carried out.
<b>Evidence</b>	A list of projects meeting the minimum level of capacity. The list shall include details of their start and end date, total project amount and scope, role and amount invoiced. In case of projects still ongoing, only the portion completed during the



Criterion T1	
	<p>reference period will be taken into consideration.</p> <p>As supporting documents for each project reference, the contracting authority may request statements issued by the clients and take contact with them.</p>
Criterion T2	
<b>The tenderer must prove experience in engaging citizens and other stakeholders in innovation and knowledge valorisation activities.</b>	
<b>Minimum level of capacity</b>	At least 2 projects completed in the last three years preceding the deadline for submission of tenders , with a minimum value for each of them € 50 000.00.
<b>Basis for assessment</b>	This criterion applies to the tenderer as a whole, i.e., the consolidated assessment of combined capacities of all involved entities will be carried out.
<b>Evidence</b>	<p>A list of projects meeting the minimum level of capacity. The list shall include details of their start and end date, total project amount and scope, role and amount invoiced. In case of projects still ongoing, only the portion completed during the reference period will be taken into consideration.</p> <p>As supporting documents for each project reference, the contracting authority may request statements issued by the clients and take contact with them.</p>
Criterion T3	
<b>The tenderer must prove experience in the field of research and innovation policy</b>	
<b>Minimum level of capacity</b>	At least 2 projects completed in the last three years preceding the deadline for submission of tenders, with a minimum value for each of them € 100 000.00.
<b>Basis for assessment</b>	This criterion applies to the tenderer as a whole, i.e., the consolidated assessment of combined capacities of all involved entities will be carried out.
<b>Evidence</b>	<p>A list of projects meeting the minimum level of capacity. The list shall include details of their start and end date, total project amount and scope, role and amount invoiced. In case of projects still ongoing, only the portion completed during the reference period will be taken into consideration.</p> <p>As supporting documents for each project reference, the contracting authority may request statements issued by the clients and take contact with them.</p>



The same services/projects may be used as proof for several of the above criteria, if the total number of completed services/projects referred to is at least four.

Criterion T4	
<b>One Project Manager</b>	
<b>Minimum level of capacity</b>	<p>A relevant higher education degree (of minimum 3 years) and at least 5 years' experience in project management, including overseeing project delivery, quality control of delivered service, client orientation and conflict resolution experience in projects of at least € 100 000.00 with a coverage of at least 5 EU countries, with experience in management of team of at least five (5) people.</p> <p>The project manager must have at least C1 level in the Common European Framework for Reference for Languages in English.</p>
<b>Basis for assessment</b>	This criterion applies to the tenderer as a whole, i.e. the consolidated assessment of combined capacities of all involved entities will be carried out.
<b>Evidence</b>	CV

☞ The evidence of technical and professional capacity does not need to be provided with the tender but may be requested by the contracting authority at any time during the procedure.

☞ Involved entities (see Section 2.4) [and all subcontractors, including those which do not need to be identified in the tender (see Section 2.4.2),] must not be subject to professional conflicting interests which may negatively affect the contract performance. Where the contracting authority has established such conflicting interests, it may conclude that the tenderer or an involved entity does not possess the required professional capacity to perform the contract to an appropriate quality standard.

The presence of conflicting interests shall be examined during the evaluation phase based on the statements made through the Declarations on Honour and, where applicable, the commitment letters (*Annex 5.1 and Annex 5.2*).

Further details and obligations concerning professional conflicting interests are set out in the draft contract.


### 3.3. Compliance with the conditions for participation and minimum requirements specified in the procurement documents

By submitting a tender, a tenderer commits to perform the contract in full compliance with the terms and conditions of the procurement documents for this call for tenders. Particular attention is drawn to the minimum requirements specified in Section 1.4 of these specifications and to the fact

that tenders must comply with applicable data protection, environmental, social and labour law obligations established by Union law, national legislation, collective agreements or the international environmental, social and labour conventions listed in Annex X to Directive 2014/24/EU.

The minimum requirements shall be observed throughout the entire duration of the contract. Compliance with these requirements is mandatory and cannot be subject to any assumptions, limitations, conditions, or reservations on the part of a tenderer.

Tenderers must declare when submitting their tenders in eSubmission whether their tenders comply with the minimum requirements specified in the procurement documents.

 **Tenders that are not compliant with the applicable minimum requirements shall be rejected.**

### 3.4. Award criteria

The objective of the award criteria is to evaluate the tenders with a view to choosing the most economically advantageous tender.

Tenders will be evaluated on the basis of the following award criteria and their weighting:

1. Price - 30 %

The price considered for evaluation will be the total price of the tender, covering all the requirements set out in the tender specifications.

2. Quality – 70 %

The quality of the tender will be evaluated based on the following criteria:

#### **AC 1. Feasibility, appropriateness and quality of the proposed methodology (60 points – minimum score 50%)**

This criterion will assess the feasibility, appropriateness and quality of the methodology proposed to develop the services to be provided as described in these tender specifications. It will also assess the quality of the proposed approach to carry out the various activities taking into account the range of methods to be used, the range of the consulted sources of information as well as the way to impact on policy making. Tenderers must list in particular the tools and methods they propose to use for each task with the concepts and theories followed. Tenderers need to justify their concept development choices, the methodological steps for the organisation and full roll out of the action, the design and development method for the evaluation processes used to select the winners. Tenders need to show the appropriateness and quality of the training and coaching programme and the feasibility of delivering it to all winning teams, while ensuring a level playing field in terms of the services provided for preparing the winning teams to take part in the final European hackathon event. The follow up programme for the Champions needs to demonstrate full potential to valorise the solutions.

The description of each task must be as precise as possible, and demonstrate its taking into account the guidelines of the report [https://research-and-innovation.ec.europa.eu/knowledge-publications-tools-and-data/publications/all-publications/valorising-research-through-citizens-engagement\\_en](https://research-and-innovation.ec.europa.eu/knowledge-publications-tools-and-data/publications/all-publications/valorising-research-through-citizens-engagement_en)

## **AC 2. Organisation of the work and resources (25 points – minimum score 50%)**

This criterion will assess how the roles and responsibilities of the proposed team and of the different economic operators (in case of joint tenders, including subcontractors if applicable) are distributed for each task. It also assesses the global allocation of time and resources to the project and to each task or deliverable, and whether this allocation is adequate for the performance of quality work.

The tender must provide details on the allocation of time and human resources and the rationale behind the choice of this allocation. Details must be provided as part of the technical tender.

## **AC 3. Quality control measures t (15 points – minimum score 50%)**

The tender must include the quality control system to be applied to the services concerning the quality of the deliverables, the quality of the selection process applicable to selection of the juries and the mentors, the control and guarantee of deadlines, the language quality check, and continuity of the service in case of absence of a member of the team.

The quality system must be detailed in the tender and specific to the tasks at hand; a generic quality system will result in a low score.


The maximum total quality score is 100 points. Tenders must score minimum 50% for each criterion, and minimum 60% in total. Tenders that do not reach the minimum quality levels will be rejected.

### **3.5. Award (ranking of tenders)**

Tenders shall be ranked according to the best price-quality ratio in accordance with the formula below:

Score for tender X	=	$\frac{\text{Cheapest price}}{\text{Price of tender X}}$	*	100	*	price weighting (30%)	+	total quality score (out of 100) for all award criteria of tender X	*	quality criteria weighting (70%)
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Should the outcome of the formula lead to two or more tenders with the same result, the tenderer who has been awarded the highest marks for quality will be deemed to be the most economically advantageous tender. This approach will continue to be applied to each of the award criteria in the descending order listed in below until a most economically advantageous tender can be determined: Criterion 1, criterion 2 and then criterion 3.

 The contract shall be awarded to the tender ranked first, which complies with the minimum requirements specified in the procurement documents and is submitted by a tenderer not subject to restrictive measures, having access to procurement, not in an exclusion situation and fulfilling the selection criteria.

### **Detection of abnormally low tenders**


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

## 4. FORM AND CONTENT OF THE TENDER

### 4.1. Form of the tender: how to submit the tender?

Tenders are to be submitted via the eSubmission application according to the instructions laid down in the Invitation letter and the eSubmission Quick Guide available at the link below:

[https://wikis.ec.europa.eu/display/FTPportal/Open+procedures\\_EN](https://wikis.ec.europa.eu/display/FTPportal/Open+procedures_EN)

 Make sure you prepare and submit your tender in eSubmission early enough to ensure it is received within the deadline for receipt indicated under Section IV.2.2 of the contract notice and/or on TED eTendering.

### 4.2. Content of the tender: what documents to submit with the tender?

The documents to be submitted with the tender in eSubmission are listed in **Annex 1**.

The following requirements apply to the technical and financial tender to be uploaded in eSubmission:

- *Technical tender*


The technical tender must provide all the information needed to assess the compliance with Section 1.4 of these specifications and the award criteria. Tenders deviating from the minimum requirements or not covering all the requirements may be rejected on the basis of non-compliance and not evaluated further.

- *Financial tender.*

A complete financial tender, including the breakdown of the price, needs to be submitted. For this purpose, the Financial Model in **Annex 6** shall be used.

The financial tender shall be:

- expressed in euros. Tenderers from countries outside the euro zone have to quote their prices in euro. The price quoted may not be revised in line with exchange rate movements. It is for the tenderer to bear the risks or the benefits deriving from any variation.
- quoted free of all duties, taxes and other charges, i.e. also free of VAT.

 The European Union Institutions are exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union of 8 April 1965 annexed to the Treaty on the Functioning of the European Union. Exemption is granted to the Commission by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption.

In case of doubt about the applicable VAT system, it is the tenderer's responsibility to contact its national authorities to clarify the way in which the European Union is exempt from VAT.

### 4.3. Signature policy: how can documents be signed?

Where a document needs to be signed, the signature must be either hand-written or, preferably, a qualified electronic signature (QES) as defined in [Regulation \(EU\) No 910/2014 on electronic identification and trust services for electronic transactions in the internal market \(the eIDAS Regulation\)](#).

Tenderers are strongly encouraged to sign with a QES<sup>16</sup> all documents requiring a signature and only exceptionally to sign such documents by hand as hand-written signatures lead to an additional administrative burden for both the tenderer and the contracting authority. The originals of any hand-signed documents (other than the contract) do not need to be submitted to the contracting authority but the tenderer must keep them for a period of five years starting from the notification of the outcome of the procedure or, where the tenderer has been awarded a contract resulting from this call for tenders and the contract has been signed, the payment of the balance.

All documents must be signed by the signatories (when they are individuals) or by their duly authorised representatives.

For the following documents, when signed by representatives, tenderers must provide evidence for the delegation of the authorisation to sign:

- The Declaration on Honour of the tenderer (in case of a joint tender – the Declarations on Honour of all group members);
- (in the case of a joint tender) the Agreement/Power(s) of attorney drawn up using the model attached in *Annex 3*.

The delegation of the authorisation to sign on behalf of the signatories (including, in the case of proxy(-ies), the chain of authorisations) must be evidenced by appropriate written evidence (copy of the notice of appointment of the persons authorised to represent the legal entity in signing contracts (together or alone), or a copy of the publication of such appointment if the legislation which applies to signatory requires such publication or a power of attorney). A document that the contracting authority can access on a national database free of charge does not need to be submitted if the contracting authority is provided with the exact internet link and, if applicable, the necessary identification data to retrieve the document.

### 4.4. Confidentiality of tenders: what information and under what conditions can be disclosed?

Once the contracting authority has opened a tender, it becomes its property and shall be treated confidentially, subject to the following:


- For the purposes of evaluating the tender and, if applicable, implementing the contract, performing audits, benchmarking, etc., the contracting authority is entitled to make available (any part of) the tender to its staff and the staff of other Union institutions, bodies and agencies, as well to other persons and entities working for the contracting authority or cooperating with it, including contractors or subcontractors and their staff, provided that they are bound by an obligation of confidentiality.
- After the signature of the award decision, tenderers, whose tenders were received in

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<sup>16</sup> See [here](#) how to apply a QES on a document exchanged with a European institution, body or agency.

accordance with the submission modalities, who are not subject to restrictive measures, have access to procurement, who are not found to be in an exclusion situation referred to in Article 136(1) of the FR, who are not rejected under Article 141 of the FR, whose tenders are not found to be incompliant with the procurement documents, and who make a request in writing, will be notified of the name of the successful tenderer to whom the contract is awarded, the characteristics and relative advantages of the successful tender and its total financial tender amount. The contracting authority may decide to withhold certain information that it assesses as being confidential, in particular where its release would prejudice the legitimate commercial interests of economic operators or might distort fair competition between them. Such information may include, without being limited to, confidential aspects of tenders such as unit prices included in the financial tender, technical or trade secrets<sup>17</sup>.

- The contracting authority may disclose the submitted tender in the context of a request for public access to documents, or in other cases where the applicable law requires its disclosure. Unless there is an overriding public interest in disclosure<sup>18</sup>, the contracting authority may refuse to provide full access to the submitted tender, redacting the parts (if any) that contain confidential information, the disclosure of which would undermine the protection of commercial interests of the tenderer, including intellectual property.

 The contracting authority will disregard general statements that the whole tender or substantial parts of it contain confidential information. Tenderers need to mark clearly the information they consider confidential and explain why it may not be disclosed. The contracting authority reserves the right to make its own assessment of the confidential nature of any information contained in the tender.

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<sup>17</sup> For the definition of trade secrets please see Article 2 (1) of [Directive \(EU\) 2016/943 on the protection of undisclosed know-how and business information \(trade secrets\) against their unlawful acquisition, use and disclosure](#).

<sup>18</sup> See Article 4 (2) of the [Regulation \(EC\) No 1049/2001 regarding public access to European Parliament, Council and Commission documents](#).

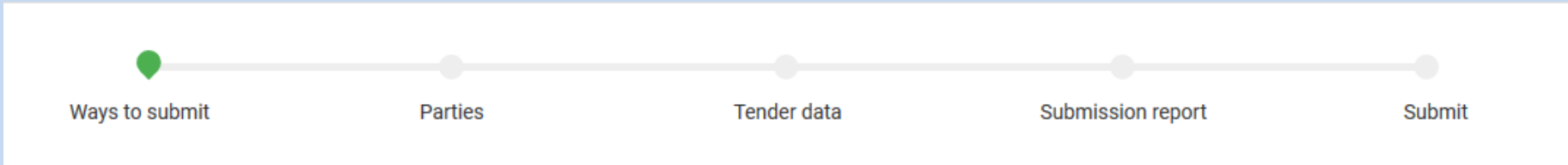
## **APPENDIX: LIST OF REFERENCES**

<b><i>Award criteria</i></b>	See Section 3.4
<b><i>Contracting authority</i></b>	See Section 1.1
<b><i>Entities on whose capacities the tenderer relies to fulfil the selection criteria</i></b>	See Section 2.4.3
<b><i>EU Validation services</i></b>	See Section 2.3 <a href="#">EU Grants and Tenders Rules on Legal Entity Validation, LEAR appointment and Financial Capacity assessment</a>
<b><i>Exclusion criteria</i></b>	See Section 3.1
<b><i>Financial Regulation</i></b>	<a href="#">Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union</a>
<b><i>Group leader</i></b>	See Section 2.4.1
<b><i>Group member</i></b>	See Section 2.4.1
<b><i>Identified subcontractors</i></b>	See Section 2.4.2
<b><i>Involved entities</i></b>	See Section 2.4
<b><i>Joint tender</i></b>	See Section 2.4.1
<b><i>Participant Register</i></b>	See Section 2.3 <a href="https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/how-to-participate/participant-register">https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/how-to-participate/participant-register</a>
<b><i>Selection criteria</i></b>	See Section 3.2
<b><i>Sole tenderer</i></b>	See Section 2.4
<b><i>Subcontracting/subcontractor</i></b>	See Section 2.4.2
<b><i>Treaties</i></b>	The EU Treaties: <a href="https://europa.eu/european-union/law/treaties_en">https://europa.eu/european-union/law/treaties_en</a>

# ANNEXES



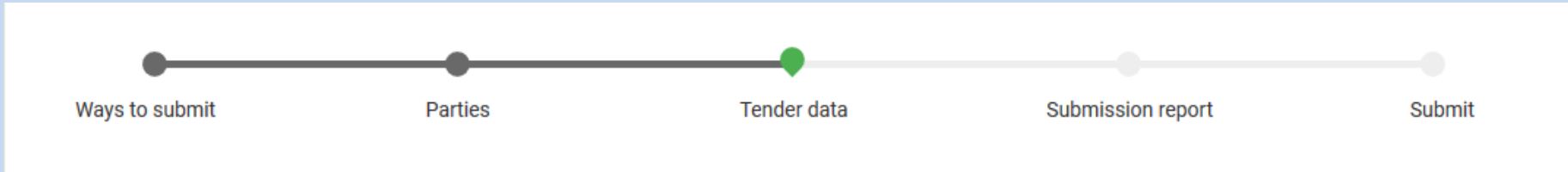
## Annex 1. List of documents to be submitted with the tender or during the procedure

Description	Sole tenderer	Joint tender		Identified Subcontractor	Entity on whose capacity is being relied (that is not subcontractor)	When and where to submit the document?	Instructions for uploading in eSubmission (if applicable)	
		Group leader	Group member				How to name the file?	Where to upload?
1. Identification and information about the tenderer.								
<i>eSubmission view</i>								
								
<b>Declaration on Honour on Exclusion and Selection Criteria</b> (see Section 3.1)  <i>model in Annex 2</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	With the tender in eSubmission	'Declaration on Honour' on	With the concerned entity under 'Parties'  →'Identification of the participant' →'Attachments'→'Declaration on Honour'.  For entities that are not subcontractors and on whose capacity the tenderer relies to fulfil the selection criteria, the document must be uploaded in the section of the sole tenderer or group leader:  →'Identification of the participant' →'Attachments'→'Other documents'.
<b>Evidence</b> that the person	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			With the tender	'Authorisation to	With the concerned entity

signing the documents is <b>an authorised representative</b> of the entity <sup>19</sup> (see Section 4.3)						in eSubmission	sign documents'	under 'Parties' →'Identification of the participant' →'Attachments'→'Other documents'.
<b>Agreement/Power of attorney</b> (see Section 2.4.1) <i>model in Annex 3</i>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			With the tender in eSubmission	'Agreement Power of attorney'	In the group leader's section under 'Parties' →'Identification of the participant' →'Attachments'→'Other documents'.
<b>List of identified subcontractors</b> (see Section 2.4.2) <i>model in Annex 4</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				With the tender in eSubmission	'List of identified subcontractors'	In the sole tenderer's or the group leader's section under 'Parties' →'Identification of the participant' →'Attachments'→'Other documents'.
<b>Commitment letter</b> (see Section 2.4.2 and 2.4.3)				<input checked="" type="checkbox"/> <i>(model in Annex 5.1)</i>	<input checked="" type="checkbox"/> <i>(model in Annex 5.2)</i>	With the tender in eSubmission	'Commitment letter'	With the concerned entity under 'Parties' →'Identification of the participant' →'Attachments'→'Other documents'.

<sup>19</sup> A document that the contracting authority can access on a national database free of charge does not need to be submitted if the contracting authority is provided with the exact internet link and, if applicable, the necessary identification data to retrieve the document.

<b>Evidence of non-exclusion</b> (see Section 3.1)	☒	☒	☒	☒	☒	Tenderers (sole tenderers/all group members in case of a joint tender) must provide the evidence when requested by the contracting authority and, in any event, if a tenderer is successful, before the award of the contract. Subcontractors and entities on whose capacity a tenderer relies to fulfil the selection criteria must provide the evidence only upon request by the contracting authority.	n.a.	n.a.
<b>Evidence of legal existence and status</b> (see Section 2.3)	☒	☒	☒			Only upon request by <i>the EU Validation services</i>  At any time during the procedure  In the Participant Register	n.a.	n.a.
<b>Evidence of economic and financial capacity F1</b> (see Section 3.2.2)	<p><b>The documents must be provided</b></p> <p><b>only by the involved entities</b></p> <p><b>which contribute to reaching the minimum capacity level</b></p> <p><b>for criterion F1</b></p>					<p>Only upon request by the contracting authority or by <i>the EU Validation services</i></p> <p>At any time during the procedure</p> <p>In the Participant Register</p>	n.a.	n.a.
<b>Evidence of technical and professional capacity</b> (see Section 3.2.3)	<p><b>The documents must be provided</b></p> <p><b>only by the involved entities</b></p> <p><b>which contribute to reaching the minimum capacity level</b></p>					<p>Only upon request by the contracting authority</p> <p>At any time during the procedure</p>	n.a.	n.a.

	for the selection criteria on technical and professional capacity							
<b>2. Tender data.</b>								
<i>eSubmission view</i>								
								
<i>Failure to upload the following documents in eSubmission will lead to rejection of the tender.</i>								
<b>Technical tender</b> (see Section 4.2)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				With the tender in eSubmission	'Technical tender'	Under section 'Tender Data' → 'Technical tender'
<b>Financial tender</b> (see Section 4.2)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				With the tender in eSubmission	'Financial tender'	Under 'Tender Data' → 'Financial tender'
<i>model in Annex 6</i>								

**Annex 2. Declaration on Honour on exclusion and selection criteria**

### Annex 3. Agreement/Power of attorney

Call for tenders **RTD/2023/OP/0021 – EUROPEAN CITIZENS' HACKATHON CHAMPIONSHIP**

#### **AGREEMENT/POWER OF ATTORNEY**

The undersigned:

***[- Signatory 1 (Name, Function, Legal entity name, Registered address, VAT Number)]***

***- Signatory 2 (Name, Function, Legal entity name, Registered address, VAT Number)***

***- ...***

***- Signatory N (Name, Function, Legal entity name, Registered address, VAT Number)]***

having the legal capacity required to act on behalf of the entities they represent,

HEREBY AGREE TO THE FOLLOWING:

- 1) To submit a joint tender (the tender) as members of a group of tenderers (the group), constituted by ***[Insert names of Legal entity 1, Legal entity 2, ... Legal entity N – the name of the group leader must be included here!]*** (the group members), and led by ***[Insert name of Legal entity 1]*** (the group leader), in accordance with the conditions of the procurement documents and the terms of the tender to which this Agreement/Power of attorney is attached.
- 2) If the contracting authority awards a contract resulting from this call for tenders (the contract) to the group on the basis of the tender to which this Agreement/Power of attorney is attached, all group members (including the group leader) shall be considered parties to the contract in accordance with the following conditions:
  - (a) All group members (including the group leader) shall be jointly and severally liable towards the contracting authority for the performance of the contract.
  - (b) All group members (including the group leader) shall comply with the terms and conditions of the contract and ensure the proper delivery of their respective share of the services and/or supplies subject to the contract.
- 3) Payments by the contracting authority related to the services and/or supplies subject to the contract shall be made through the bank account of the group leader indicated in the contract.
- 4) The group members grant to the group leader all the necessary powers to act on their behalf in the submission of the tender and the conclusion of the contract, including:
  - (a) The group leader shall submit the tender on its own behalf and on behalf of the other group members and indicate in the "Contact Person" section in eSubmission the name and e-mail address of an individual as a single point of contact authorised to communicate officially with the contracting authority in connection with the submitted tender on behalf of all group members, including in connection with all relevant questions, clarification requests, notifications, etc., that may be received during the evaluation, award and until the contract signature.
  - (b) The group leader shall sign any contractual documents — including the contract and

amendments thereto — and shall warrant the submission of any invoices related to the performance of the contract on behalf of all group members.

- (c) The group leader shall act as a single contact point with the contracting authority in the delivery of the services and/or supplies subject to the contract. It shall coordinate the delivery of the services and/or supplies by the group to the contracting authority, and shall see to a proper administration of the contract.

This Agreement/Power of attorney may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same document.

Any modification to the present Agreement/Power of attorney shall be subject to the contracting authority's express approval. This Agreement/Power of attorney shall expire when all the contractual obligations of the group have ceased to exist. The parties cannot terminate it before that date without the contracting authority's consent.

**Name**  
**Function**  
**Name of the legal entity**

**Name**  
**Function**  
**Name of the legal entity**

**signature[s]:** \_\_\_\_\_

**signature[s]:** \_\_\_\_\_

**Done at** ..... **on** .....

**Done at** ..... **on** .....

**Name**  
**Function**  
**Name of the legal entity**

**Name**  
**Function**  
**Name of the legal entity**

**signature[s]:** \_\_\_\_\_

**signature[s]:** \_\_\_\_\_

**Done at** ..... **on** .....

**Done at** ..... **on** .....

#### Annex 4. List of identified subcontractors and proportion of subcontracting

Identification details	Roles/tasks during contract execution	Proportion of subcontracting (% of contract volume)
<i>[Full official name of the identified subcontractor, registered address, statutory registration number, VAT registration number]</i>		
<i>[Full official name of the identified subcontractor, registered address, statutory registration number, VAT registration number]</i>		
<i>[REPEAT AS MANY TIMES AS THE NUMBER OF IDENTIFIED SUBCONTRACTORS]</i>		
<b>Other subcontractors that do not need to be identified under Section 2.4.2<sup>20</sup></b>		
<b>TOTAL % of subcontracting</b>		0,00%

<sup>20</sup> For this category of subcontractors, please provide in a general manner their intended roles/tasks during contract execution, as well as the aggregated % of contract volume for all non-identified subcontractors.



## Annex 5.1. Commitment letter by an identified subcontractor

[Letterhead, if any]

EUROPEAN COMMISSION

Call for tenders Ref. RTD/2023/OP/0021

Attn:

*[Insert date]*

### **Commitment letter by identified subcontractor**

I, the undersigned,

Name:

Function:

Legal entity:

Registered address:

VAT Number:

having the legal capacity required to act on behalf of ***[insert name of the entity]***, hereby confirm that the latter agrees to participate as subcontractor in the tender of *[insert name of the tenderer]* for the call for tenders **RTD/2023/OP/0021 – EUROPEAN CITIZENS’ HACKATHON CHAMPIONSHIP**.

In the event that the tender of the aforementioned tenderer is successful, ***[insert name of the subcontractor]*** commits itself to make available the resources necessary for performance of the contract as a subcontractor and to carry out the services that will be subcontracted to it in compliance with the terms of the contract. It further declares that it is not subject to conflicting interests, which may negatively affect the contract performance, and that it accepts the terms of the procurement documents for the above call for tenders, in particular the contractual provisions related to checks and audits.

Done at:

Name:

Position:

Signature:

## Annex 5.2. Commitment letter by an entity on whose capacities is being relied

[Letterhead, if any]

EUROPEAN COMMISSION

Call for tenders Ref. RTD/2023/OP/0021

Attn:

*[Insert date]*

### **Commitment letter by an entity on whose capacity is being relied**

I, the undersigned,

Name:

Function:

Legal entity:

Registered address:

VAT Number:

having the legal capacity required to act on behalf of *[insert name of the entity]*, hereby confirm that the latter **authorises the *[insert name of the tenderer]* to rely on its [financial and economic capacity] [technical and professional capacity] in order to meet the minimum levels** required for the call for tenders **RTD/2023/OP/0021 – EUROPEAN CITIZENS’ HACKATHON CHAMPIONSHIP**.

In the event that the tender of the aforementioned tenderer is successful, *[insert name of the entity]* commits itself to make available the resources necessary for performance of the contract. It further declares that it is not subject to conflicting interests which may negatively affect the contract performance, and that it accepts the terms of the procurement documents for the above call for tenders, in particular the contractual provisions related to checks and audits.

Done at:

Name:

Position:

Signature:

## **Annex 6. Financial tender form**

Annex 6 is published as a separate document