

# **European Commission**

# Call for tenders CNECT/2021/OP/0009

RESTwithEU - Pilot Project to support implementation of digital tools for tourism and more specifically the restaurant sector

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, Directorate-General for Communications Networks, Content and Technology, 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 *RESTwithEU - Pilot Project to support implementation* of digital tools for tourism and more specifically the restaurant sector . This service contract will implement a pilot project action promoted by the European Parliament

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

Variants (alternatives to the tasks 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

Restaurants are an essential part of tourism, which is one of the most important sectors of the EU's economy. It has a strong capacity for generating growth and employment in the EU, while contributing to development, economic and social integration.

Restaurants are often micro or small businesses with local roots, forming a core part of a local tourism ecosystem. Historically, the restaurant industry has been slow to adopt technology and innovative digital solutions. The impact of the COVID-19 pandemic means that restaurants need, more than ever, to reinvent themselves in order to survive and move forward. The focus of this tender is on the trends and changes in demand for eating and drinking places, visible already before COVID-19, and further shaped by the pandemic that has changed and will continue to change this sector. This includes also changes in social and travel behaviour affecting the restaurant sector, caused by new ways of work and leisure. Videoconferences reduce business travel, telework also change the places and occasions for enjoying a meal or drink with colleagues or business partners. Catering demand will be highly influenced by how meetings, exhibitions and conferences will be conducted in the future. Due to the current and possible future pandemics, it is important to offer contactless support through digital tools. As some personal interactions are no longer possible, new communication channels should seek to create empathy in new ways.

The overall EU policy priorities and actions for the Tourism sector are outlined in the **Commission Communication**<sup>1</sup> "Europe, the world's N°I tourist destination – a new political framework for tourism in Europe" and the recent Commission Communication<sup>2</sup> "Tourism and Transport in 2020 and beyond". Further to this, also "A New Industrial Strategy for Europe" should be taken into account as background for this project. It identifies the tourism sector as one of the industrial ecosystems in Europe, and proposes the development of a transition pathway for tourism, for which a Staff Working Document is available for consultation and co-creation with stakeholders<sup>3</sup>, the results of which could also be important for the work to be carried out in the context of this tender.

The Commission has recently published the "2030 Digital Compass: the European way for the Digital Decade". It states that by the end of this decade, three out of four companies should use cloud computing services, big data and Artificial Intelligence, and more than 90% of SMEs should reach at least a basic level of digital intensity. This includes companies in the tourism and restaurant sector.

Restaurants are part of regional and local ecosystems, they can be supported and advised on their digital transformation by a network of more than 200 European Digital Innovation Hubs (EDIH), in each region of Europe, underpinned by investment from the Digital Europe Programme and national/regional Funds.

Digital innovation hubs are one-stop-shops providing businesses with support services (e.g. digital maturity assessment, expertise, "test-before-invest", access to finance, training etc.) in order to digitalise. EDIH will be specialised and adapted to the needs of the regions they serve, and, if other services are needed, businesses will be able to access the services of other EDIHs through the network. Some of the EDIHs will be specialised in support to the tourism sector, which includes restaurants.

#### Scope and objectives of the contract

The goal of the project is to make the restaurant sector more resilient and sustainable by 2030 through accelerated digitalisation. After more than one year of the pandemic, many microsized enterprises are missing digital transformation paths, often already lacking knowledge about their digitalisation needs and opportunities. The objective of this contract is to **identify** and **develop** digital tools and solutions that meet the needs and diversity of the restaurant sector and to promote innovation by generating strategies for the future so that the sector remains competitive and succeeds.

This pilot project aims at initiating the development of user-centric digital innovations for SMEs in the restaurant industry around the EU for the following **three topics**:

1. changing leisure and travel behaviour,

<sup>2</sup> COM(2020) 550 final

<sup>&</sup>lt;sup>1</sup> COM(2010) 352 final

<sup>&</sup>lt;sup>3</sup> See <u>staff working document</u> outlining possible scenarios for a transition pathway toward a more resilient, sustainable and innovative tourism ecosystem.

- 2. new ways of working
- 3. the sustainable management of food, esp. food waste.

It is about reaching and serving the customer, who is more and more on the move in the digital world, in the best possible way. **Topic 1** has to address changes in day-to-day behaviour, e.g. more time spent at home with a digital connection to the world or changes in travel duration and distance. **Topic 2** is about how increased telework and interlinked changes of office space will influence the way business lunches will be organised as well as changes in business travel and events that change the way these business travellers are catered. In both cases improvements should also be made to the handling of personal data to avoid legal violations and customer concerns. **Topic 3** is about changes in internal restaurant processes and the way information is exchanged along the food chain to support more sustainable food management. The main target is to reduce food waste, but it can also address how more sustainable ingredients find their way into restaurants and how the consumer gets more information about it. More details on how these three topics could be addressed can be found in section 'Initial set of use cases to be addressed'.

These digital innovations are to be identified and developed by:

- Mapping the existing tools and carrying out a gap analysis of the restaurant ecosystem overall
- Defining and stimulating the reuse of existing tools and development of new digital solutions for specific challenges in the 3 topics above to support the restaurant sector
- Events/activities to be organised to initiate the development of these innovative technical solutions (e.g. hackathons)
- Dissemination of future-oriented solutions, as well as guidelines to support the restaurant sector and if relevant, the wider tourism ecosystem by leveraging the network of European Digital Innovation Hubs.

#### **Expected achievements**

The pilot project will not only help restaurant SMEs to take up existing solutions developed by SMEs and start-ups, but also showcase how European innovative digital SMEs and start-ups can drive the development of new innovative digital solutions for the restaurant sector.

The process for development and deployment of solutions, which the tenderer has to offer, must be based on a sound analysis of where new developments really add value and where it is better to utilise or adapt solutions already available on the market.

For the development of solutions, European start-ups and young developers are to be involved via **hackathons**<sup>4</sup>. The tender should also describe in detail the follow-up processes that will ensure that the ideas selected in the hackathon will be further developed and applied.

In order to support the European Commission in conveying these results to the restaurants and other potential users in an understandable way, a guidebook is to be developed. It will be

<sup>&</sup>lt;sup>4</sup> For the purpose of this contract a hackathon is a minimum 36-hour long event where participants work together in teams to create an application or programme which solves one or several problems.

necessary to develop strategies in cooperation with other actors on how the developed digital solutions can find their way to the restaurants.

#### 1.4.2. Detailed characteristics of the purchase

The contractor should conduct the following tasks in the context of the objectives set out above, taking into account previous analyses on this topic by the Commission and other EU institutions. The contractor shall also take into account the existing relevant policy and legislative framework available. The contractor is expected to closely collaborate with each European Digital Innovation Hub specialised in tourism or restaurants, to draw on their knowledge and expertise of the topic in order to collect the necessary information.

The contractor shall undertake the undermentioned four tasks:

**Task 1: Mapping** the existing tools and carrying out a **gap analysis** of the restaurant ecosystem overall

The contractor should be in contact with national or regional federations to get an overview of the impact of the crisis on the restaurant sector and strategies currently being discussed: Each region and country will have its own way to manage and may have its own studies. The offer should describe what are the main drivers in the sector in Europe; identify the relevant Tourism, Hospitality and Restaurant Associations; how the contractor will develop and collect data, as well as how it will obtain information for an overview of existing tools.

This task should firstly deliver a comprehensive picture on how **existing** digital tools can uplift service quality and effectiveness in the restaurant sector. It should also provide a full picture of how the restaurant sector is using digital tools across all Member States. This should be part of Deliverable D2: First Interim report.

Secondly, carry out a **gap** analysis of the wider restaurant sector<sup>5</sup> to have an overview of the main challenges and strengths facing the restaurant sector. The analysis can also look at travel agencies, tour operators, destination management organisations and travel portals, but only where they directly support restaurant processes and service offerings or contribute to disseminating information and raising awareness about the applicable pandemic-induced guidelines and regulations. This analysis will take into account different aspects, such as, policy context, governance, IT infrastructure/skills/resources etc., as well as the geographical balance, diversity of regional dimensions and business ecosystems. It will identify 4 to 7 of the most important challenges, for which no usable applications are available.

The analysis part of the project should go beyond solutions to be developed in the short-term and develop ideas for a **mid-term sustainable transformation strategy** taking into account behavioural megatrends<sup>6</sup>. This includes how data analytics could serve as useful input to a

The restaurant sector is to be considered comprehensively, this project is not only about restaurants in touristic areas. We orient more on how the term HoReCa for the food service and hotel industries is used, equivalent to NAICS code 72, "Accommodation and Food Service". Esp. bars and event catering shall be included, where there is a direct overlap with the restaurant business.

<sup>&</sup>lt;sup>6</sup> E.g. the "cocooning" trend, where consumers stay home and consider in-home and delivery options; more trends on Competence Centre on Foresight: https://knowledge4policy.ec.europa.eu/foresight en

better understanding of current and future market dynamics, and what can be done to make such data better accessible. The project shall describe how even small restaurants can benefit from advanced analytics to track and forecast customer behaviour and preferences at a more granular level, detecting and predicting microbubbles of demand and emerging trends.

Also the medium-term changes in restaurant-related work processes and conditions and opportunities for up- and re-skilling of the workforce should be analysed.

The contractor will identify for each of the 3 topics above (lifestyle changes, new work, food waste) at least 2 typical use cases that can be used as examples (positive or negative), i.e. in total a minimum 6 use cases. The contractor will provide an in-depth analysis of these use cases. To ensure that best and latest practices are taken into account, the contractor will involve experts and local stakeholders to validate the collected results.

The analysis should be useful and accessible both to readers with a more analytical background especially in restaurant market analysis, but also for those developing and monitoring restaurant related policies at EU, national or regional/local level as well as for the ordinary, non-expert reader.

The mapping and gap analysis should be up-to-date and take into account specific aspects of the sector, and be described as part of Deliverable D2: First Interim report.

The interim results have to be validated with a wide range of stakeholders, including the organisation of a stakeholder workshop (W1).

After the validation, the results should be described in Deliverable D4: Post-Stakeholder-Workshop report. This prepares D5 to be provided at the beginning of Task 2.

The duration of the task may not exceed 5 months.

# Task 2: Collection of best practices on digitalisation, application and testing with support of Digital Innovation Hubs

Based on the results of task 1, the contractor will identify concrete examples of existing digital tools and best practices coming from European countries which could be applicable in less digitalised restaurants. These tools and best practices must fit into the three topics mentioned above (lifestyle changes, new work, food waste) and relate to the use cases identified in task 1.

The contractor will identify the most suitable digital tools and practices through consultations with stakeholders in EU countries, and propose to the Commission a list of companies, preferably SMEs and start-ups, with proven examples of digital technologies applied to specific business/production processes, products or services related to the restaurant and food delivery ecosystem. It is also important to include cultural and design aspects so that the solutions also actively support the cultural dimension of restaurants.

At least 10 of such solutions should be identified. This also includes solutions that allow better integration of isolated applications and platforms.

Use should be made of the network of EDIHs to promote the findings as well as the developed solutions and to support local restaurants to access digital tools. The contractor

shall propose a list of European Digital Innovation Hubs to be consulted in Deliverable D5: Planned best practices application. The list is to be approved by the Commission service in charge of the contract (CNECT A4). At least 3 EDIH in different parts of Europe should be consulted.

After identification and description (D5), the selected solutions will be tried out by 10 smaller restaurants with support of the three identified European Digital Innovations Hubs (EDIH), either directly on the restaurant's premises or in a testbed provided by the involved EDIHs. Every selected solution should be tested at least by one smaller restaurant. If needed, the contractor must foresee subcontracting to be able to financially support the involved organisations that are not part of the consortium to provide participating restaurants with the necessary implementation and testing support in cooperation with EDIHs. The duration of the tests and the amount of financial support for the participating restaurants has to be described in deliverable D5 and must be approved by the Commission service in charge of the contract (CNECT A4).

These real-world tests shall gather experiences about the easiness of use, the gained advantages for the restaurants due to the implementation and the necessary support for a broad uptake of such solutions by other restaurants.

The results should be described in Deliverable D6 and D10.

The duration of the task may not exceed 7 months.

#### Task 3: Development of new solutions through Hackathon

The GAP analysis in task 1 should identify 4 to 7 of the most important challenges, for which no usable applications are available. At least one<sup>7</sup> hackathon (W2) should be organised to create the most appropriate digital solutions for these challenges, involving for example tech start-ups, research centres, to generate ideas and prototypes for specific technology dedicated to restaurants. The hackathon should consist of at least 80 people who participate in teams. Participants should form teams before or during the event. The tenderer shall advise on the size of the teams, but at least 10 teams should participate in the hackathon. The tenderer shall propose actions to prepare the team participants for the hackathon, for example through an online pre-event, where teams can be formed and introduced, the purpose of the event as well as logistics are explained. At the end of the event, the teams will present concrete results in the form of software or hardware prototypes to a jury. The teams should also pitch a basic business plan or plan how to implement a follow-up project.

The Contractor is expected to produce a work plan, which outlines in detail how and where it will organise the hackathons with a timeline. The draft hackathon workplan should be in the offer, which will be detailed further in the D2: First interim report. The plan must show how the contractor will ensure that a) a sufficient, qualified number of participants take part in the hackathons and b) the guidance of the participants is so well prepared that concrete solutions emerge for the identified problems. The plan shall also contain the identification of the

Separate hackathons can be organised for the different topics if useful, but a hackathon is a minimum 36-hour long event with teams to create something concrete.

partners involved in the execution of the hackathon(s) as well as the distribution of roles and respective contributions in the execution of the different tasks.

Prizes<sup>8</sup> should be offered by the contractor for at least three of the most appropriate digital solutions. The prizes should be so endowed that they allow the winners to further develop the hackathon mock-ups into an applicable solution, and that they get support to bring it to the market. Digital experts from companies, incubators and organisations should become members of the jury, can run workshops during the hackathons or can advise the competing teams. Future users of the solutions should also be involved in order to be available for feedback. The digital and business experts will also play a role in the mentoring process following the hackathon. The winners of the hackathon will receive support in the further development of their prototype as in an incubator; this support process should be at least as attractive as the prize.

The Commission is not the procurer of the developed software or services, this tender only commissions the process to initiate appropriate solutions. The Commission shall at no time become the owner, user, or distributor of the solutions. Nevertheless, it is recommended to follow the principles of the Commission's Open-Source Strategy<sup>9</sup> and the IT security framework<sup>10</sup>.

The process and the results of the event should be described in Deliverable D9, the resulting solutions and their application should be described in Deliverable D10, and the post-hackathon support measures and the resulting solutions in detail should be described in Deliverable D11.

This task can be in parallel to task 2, and should finalise by Month 17

The duration of the task may not exceed 12 months.

#### Task 4: Guidebook - Definition of digital pathways and dissemination

To stimulate the uptake of digital solutions for specific challenges of the restaurant sector, the contractor has to describe digital transformation steps for various restaurant types. These have to be based on the identified existing tools and practices (task 2) as well as on the solutions to be developed during the project (task 3). The contractor will be required to develop a guidebook, using the results of task 2 and task 3, to include solutions that can be used, even for small restaurants. The guidebook shall include a section with description of the minimum 10 solutions identified and tested by restaurants in task 2, with links to the relevant sources, reference users, websites and tools.

The prizes can be a combination of cash and benefits in kind such as vouchers for restaurants, a trip, an online cookery course

Prefer open source software when equivalent in functionalities, total cost and cybersecurity; be an active member of the diverse open source ecosystem; prefer open standards that are implemented and distributed in open source; see: Open source strategy.

<sup>&</sup>lt;sup>10</sup> Regulation (EU) 2019/881, in the context of the EU's Cybersecurity Strategy for the Digital Decade

It is important that the pilot project shows how it reaches diverse restaurant SMEs, also with the help of the Network of European Digital Innovation Hubs, Enterprise Europe Network and the COVID ad hoc tourism network.

One dissemination instrument is the Final workshop in month 17. Here the guidebook should be presented and explained to a broad audience. The objective is to disseminate solutions, and also stimulate new solutions.

The dissemination plan must not be limited to this workshop and the cooperation with the EDIHs, it must include further dissemination measures to successfully reach the target group. A measurement of success must also be described.

The deliverable can also present guidelines to support the restaurant sector and the wider tourism ecosystem with the possibility of using the network of European Digital Innovation Hubs. For example, train-the-trainer concepts could be proposed to better involve the EDIH network in the dissemination of results.

The result is Deliverable D10: Guidebook and Dissemination plan.

The duration of the main work should not exceed 3 months, but a draft of the guidebook should be presented already in month 9 as input of the interim meeting.

#### Initial set of use cases to be addressed

The pilot project should use the steps mentioned in the tasks to promote and develop digital solutions which will ultimately best support the industry. As said at the beginning, at least three use cases must be identified for each of the three given topics: lifestyle changes, new ways of work, and solutions to reduce food waste. The following is an initial set of ideas for which areas innovative digital products and services may be useful. These ideas tenderers should see as suggestions, but are not binding and can be expanded or modified to better meet the future needs of the restaurant sector.

#### For topic 1: changing leisure and travel behaviour

Customers are still prioritizing staying at home, dining at home, they may focus more of their travel on regional drive markets<sup>11</sup>, and they may continue to choose remote areas over urban destinations for the foreseeable future. So scenarios should be developed for hybrid restaurant portfolios with a mix of on-site dining, delivery of self-cooking meals and ready cooked meals, online cookery classes and tasting events, to considerations of how the social aspects of eating out can also be transferred into hybrid formats, how customers get a sense of connection even when staying at home. Shifts in digital distribution models should be described. Aspects that will become increasingly important are how online ordering systems also represent more regional food supply chains, how monopoly tendencies can be countered, and how packaging and food delivery can be made more sustainable. Digital solutions shall

Regional drive market: Potential customers within driving distance; drive tourism market: visitors who travel for leisure and use a vehicle to reach their destination. This includes both day trips and overnight trips to one or more destinations.

be set out to help restaurants in taking ownership of reservation and delivery channels as well as contactless dining.

Also to be considered are systems for improving indoor air quality, integrated within a continuous measurement strategy, with sensors that allow energy-saving control of these systems and reliable reporting to public authorities or also to customers.

#### For topic 2: new ways of working

For online ordering systems and **delivery** apps it is important to understand how eating and ordering habits are changing for lunch breaks or for work dinners and customer events (where, when, with whom, serving style that has to be different for e.g. a walking meeting <sup>12</sup>, etc.). For instance, as "work from anywhere" arrangements become more common, hotel and restaurant companies could market destinations as attractive places to work remotely; or they can better meet the needs of the growing number of electric car owners.

It should also be considered how increased **health awareness**<sup>13</sup> can be used for better customer loyalty by providing data for the customer. This may include the listing of potentially allergenic ingredients, a possibly automated cross-checking of intolerances, the provision of nutritional information (and support nutrition labelling requirements being enforced) or origin information, as well as the inclusion of such data on packaged goods leaving the restaurant.

As digital transformation progresses further (long-term), the boundaries between analogue and digital become increasingly blurred. Therefore, the hybrid form of working must also be synchronised with a hybrid form of restaurant experience. The **changing form of connections between humans and between humans and machines** is accelerating this development. The project should address the necessity to realise that this development of **hybrid spaces** must be managed.

## For topic 3: sustainable management of food, esp. food waste

In terms of food waste, the hospitality industry contributes 12% of total food waste in Europe<sup>14</sup>. This significant sustainability issue is estimated to grow due to the increasing trend of out of home dining<sup>15</sup>. The environmental implications are enormous, considering that 1kg of food waste is responsible for around 1.9 Kg of CO2 emissions<sup>16</sup>. In the interests of

A meeting that takes place during a walk instead of in an office, boardroom, or coffee shop where meetings are commonly held

<sup>&</sup>quot;the trends of consumers increasing the demand for food labelled as healthy, sustainable and local food, which have been growing already before the pandemic and have only been accelerated by it, are unlikely to change substantially"; European Parliament: Impacts of the COVID-19 pandemic on EU industries, March 2021

<sup>&</sup>lt;sup>14</sup> Hotrec: European hospitality industry guidelines to reduce food waste

<sup>15</sup> https://www.iriworldwide.com/en-gb/insights/publications/disruption-distortion-de-escalation

Monier, V., Mudgal, S., Escalon, V., O'Connor, C., Gibon, T., Anderson, G., ... & Morton, G. (2010). Preparatory study on food waste across EU 27. Report for the European Commission [DG ENV—Directorate C]. https://ec.europa.eu/environment/eussd/pdf/bio\_foodwaste\_report.pdf

sustainable tourism and food industry, the project may consider monitoring labels that support tracking and quantifying food waste, and other means to increase transparency and efficiency not only in the supply but also in the waste and reuse chain. This should be in line with the Eurostat work on establishing a baseline for waste reduction, with a specific section for the hospitality and services industry<sup>17</sup>.

It is not only customer-related processes that need to be further digitised, this is also about a digital update of "background" processes. This includes all data that supports the implementation of food circularity principles (use of seasonal and low carbon ingredients, smaller portion sizes, re-use of ingredients, redistributing unsold food to charities via local network or smartphone apps, recycle and compost), including the possibility to prioritise suppliers that apply circular food principles. The project should not only look at barcodes for menu presentation or tracing data collection, but solutions to track, monitor and manage<sup>18</sup> any inventory and early identify overstock or understock. Manufacturing, distribution and restaurant sectors should look to create a common ground for food safety and better coordination of supply and demand, **from farm to fork**.

It will be crucial to promote Europe as a safe and culture-rich quality destination. This may include e.g. the digital promotion of local chef initiatives to tackle food waste, giving insights into how they use seasonal and local ingredients and develop plant-based menus. Therefore it may be important to also address how online intermediaries can ensure clear, reliable and transparent information to consumers in a personalised manner.

At the same time, it is important to ensure that the **health and safety of all workers** in the sector, including seasonal workers, is adequately protected in line with the existing EU occupational safety and health directives<sup>19</sup>.

#### How to present the approach

An overall workplan and methodology and specific methodologies and detailed planning for each task should be presented by the tenderer in the technical offer. The tenderer should respect the general indications outlined in the present specifications.

An updated workplan, methodology and formats of the workshops and deliverables must be presented for the Commission's approval in the inception report. The workplan, methodology and formats will be adjusted, if necessary, after each interim meeting. Changes will be approved by the Commission before the contractor begins the next reporting period.

Tenders shall not simply copy or paraphrase the use cases described in this document. Tenders are required to explain with a sufficient level of detail how they intend to achieve the objectives of the project. The same applies to the work plan part for the hackathon, which needs to sufficiently present how the necessary participant base is to be established and how the winning ideas are to be developed into usable solutions.

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https://ec.europa.eu/eurostat/web/waste/methodology

Examples what could be managed with barcodes, see https://technowavegroup.com/2021/05/30/advantages-of-barcode-kitchen-equipments-in-restaurants/

<sup>&</sup>lt;sup>19</sup> Council Directive 89/391/EEC

At the same time, the tenderer may propose additional tasks to the ones mentioned if deemed appropriate.

# 1.5. Deliverables and timetable

The deliverables listed below must be provided by the contractor.

# Timetable

Title	Туре	Due month	Linked to
254 7	3.5	(at the latest) <sup>20</sup>	payment
M1: Inception meeting	Meeting	1	No
D1: Inception report including updated work	Deliverable	1	No
plan and methodology			
M2: First interim meeting	Meeting	4	No
D2: First interim report including Mapping of	Deliverable	4	No
existing tools and Gap analysis (Task 1) and			
updated planning for task 2 and 3			
D3: First Progress Report	Deliverable	4	Yes
W1: Workshop presentation to stakeholders of	Workshop	4	No
Mapping of existing tools and Gap analysis			
D4: Post-Stakeholder-Workshop report	Deliverable	5	No
containing validated mapping of existing tools			
and gap analysis			
D5: Planned application of the identified best	Deliverable	6	No
practices and validation			
D6: Best practices evaluation report (Task 2)	Deliverable	9	No
M3: Second interim meeting	Meeting	9	No
D7: Second interim report including draft of	Deliverable	9	No
the Guidebook			
D8: Second Progress Report	Deliverable	9	Yes
W2: Hackathon(s) (Task 3) to stimulate the	Event	9	No
development of technical solutions for specific			
challenges, particularly for the restaurant			
sector			
D9: Post-Hackathon report (incl. measures to	Deliverable	10	No
further support the prize winners and develop			
the tools)			
D10: Guidebook (Task 4) and Dissemination	Deliverable	15	
plan			
D11: Report of support to winners	Deliverable	17	No
W3: Final workshop to disseminate of	Workshop	17	No

This will allow contractors to execute the tasks under the contract earlier in case they have the capacity and wish to do so. It is up to the Project Officer to decide whether this would make sense for the contract in question or not.

solutions, and stimulation of new solutions, and guidelines to support the restaurant sector and the wider tourism ecosystem with the possibility of using the network of Digital Innovation Hubs			
M4: Final meeting	Meeting	18	No
DR12: Final report	Deliverable	18	Yes

#### **Deliverables**

**D1: Inception report**, specifying the methodology, resources and objectives provided in the tender in accordance with the indications provided by the Commission during the inception meeting (see next section on "Meetings and Workshops"). A draft of the report shall be made available to the Commission's services for information 5 working days before the inception meeting. The report should be finalised after the meeting considering all observations and comments raised at the meeting. The finalised Inception Report shall be made available to the Commission's services within 2 weeks after the inception meeting

**D2:** First Interim report which will cover a high-quality mapping exercise of the existing tools and a gap analysis of the tourism ecosystem overall, looking specifically into the restaurant sector. It has to describe the planned experiments with restaurants for the identified best practices, supported by EDIH. This report will also include an update of the hackathon plan, with particular focus on the preparatory measures. The interim study report shall be made available to the Commission's services within four months after signature of the contract by the last contracting party. A draft of the report shall be made available to the Commission's services 5 working days before the first interim meeting in Month 4 (see next section on "Meetings and Workshops"). The report should be finalised after the meeting taking into account all observations and comments raised at the meeting. The finalised first Interim Study Report shall be submitted to the Commission's services within 2 weeks after the first interim meeting.

**D4: Post-Stakeholder-Workshop report** containing validated mapping of existing tools and gap analysis. It shall contain the presentations, position papers and preparatory papers; a high-quality synthesis of the discussions; and the list of participants. The description must clearly show how stakeholder opinion has been collected and aggregated, as well as changes and amendments to the mapping and gap analysis. The deliverable should be made available to the Commission's services in month 5 no later than 2 weeks after the workshop.

**D5:** Planned Application of the identified best practices and validation. The contractor will describe the methodology and criteria used for the selection of the best practices. The report will propose to the Commission a list of use cases in the restaurant sector that contribute to the 3 topics: behavioural change, new work, and reduce food waste. It will describe the use cases in detail. The planned application of the identified best practices in collaboration with restaurants and EDIHs must be outlined describing who the planned cooperation partners are and how the restaurants' participation in the evaluation will be organised. The deliverable shall be made available to the Commission's services within 6 months after signature of the contract by the last contracting party.

**D6:** Best practices collection report. The contractor will describe the status of the selected experiments with restaurants and the already achieved results. The report shall include a

detailed description of practical examples with links to the relevant sources, websites and tools. The report will propose to the Commission a list of companies with proven examples of digital technologies applied to the use cases. The report shall be made available to the Commission's services within 9 months after signature of the contract by the last contracting party. A draft of the report shall be made available to the Commission's services 5 working days before an informal scheduled meeting. The report should be finalised after the meeting taking into account all observations and comments raised at the meeting. The Report shall be submitted to the Commission's services within 2 weeks after the informal meeting

**D7:** Second interim report which will cover the status of the Hackathon and include a draft outline of the Guidebook to Restaurants. This report describes in detail the material, marketing, and status of participant and expert acquisition for the hackathon. The interim study report shall be made available to the Commission's services within 9 months after signature of the contract by the last contracting party. A draft of the report shall be made available to the Commission's services 5 working days before the second interim meeting in Month 9 (see next section on "Meetings and Workshops"). The report should be finalised after the meeting considering all observations and comments raised at the meeting. The finalised second Interim Study Report shall be submitted to the Commission's services within 2 weeks after the second interim meeting.

**D9: Post-Hackathon report:** shall contain a high-quality synthesis of the discussions and the process; and the list of participants. The report about the hackathon(s) will describe the results, the selection process and the lessons learned. It will also explain in detail how the winners will be supported, and the pathway developed for their prototypes. The deliverable should be made available to the Commission's services within 10 months after signature of the contract no later than 3 weeks after the hackathon(s).

**D10:** The **Guidebook** must describe the digitisation paths for characteristic restaurant types, based on the experiences from the experiments in Task 2, and they should be based on different types of service providers. The description shall be given in a way that is understandable to practitioners in the sector. It should show as many concrete steps and implementation possibilities as possible. The guidebook should be graphically presented and typeset in an attractive way and be usable as a print and online version. The guidebook to be translated in all national European languages, with the option to use the support of the existing European Commission Machine Translation service. It must at least be available in Pdf format for easy dissemination. This deliverable to also include a **dissemination plan** that describes the already taken dissemination measures, mainly the planned ones, how they were selected to best reach the targeted audience and how they will be measured. The Guidebook shall be made available to the Commission's services within 15 months after signature of the contract by the last contracting party.

**D11:** Report of support to winners: The contractor will describe how the winners of the hackathon were supported, what experiences were made in the further development of the hackathon mock-ups, and what marketing activities were undertaken. The report will present in detail the developed applications, in particular also the requirements for use and the current terms of use. The report shall be made available to the Commission's services within 17 months after signature of the contract by the last contracting party.

**D12: Final report** shall be made available to the Commission's services within 18 months after signature of the contract by the last contracting party. A draft of the final report shall be made available to the Commission's services for information 5 working days before the final

meeting. The report will include a description of the digital solutions developed and the ways to access them. The report should be finalised after the meeting taking into account all observations and comments raised at the meeting. The finalised Final study Report shall be made available within 3 weeks after the final meeting.

The **Progress Report** (D3 / D8) is a short document explaining what has been executed so far to justify the payment. The report must explain the activities carried out, the problems encountered, delays (if any), the work already performed, and the use of resources. Progress reports must be written in English, be up to 1000 words in length, supplied in electronic format, and sent by e-mail. The progress report must include an annex indicating which European Digital Innovation Hubs, restaurants, solution provider, associations, alliances and other stakeholders the tenderer has contacted.

Report D3 shall be made available to the Commission's services within 4 months after signature of the contract by the last contracting party. Report D8 shall be made available to the Commission's services within 9 months after signature of the contract by the last contracting party.

# Meetings and workshops

A schedule of meetings will be agreed with the contractor for this assignment. Such meetings will be attended by representatives of the European Commission, the project manager and other members of the contractor's team, as required. Other knowledgeable external experts might be invited to participate by the Commission. The meetings will be chaired by a Commission representative. They are preferably held physically in Brussels, or, if not possible due to health concerns, they will be organized as online meetings (incl. hybrid formats).

For the workshops, the contractor is responsible for the invitations, after prior consultation with the Commission. The decision whether workshops will be held physically, online or hybrid have to be agreed with the Commission based on the assessment of the health situation.

The aim of the meetings will be to guide the work of the contractor. In particular, they will allow setting-up the initial orientations, review progress in critical milestones and review the deliverables of the assignment.

#### **M1: Inception meeting**

An inception meeting will be organised by the Commission's services at the Commission's premises in Brussels or online within 1 month after signature of the contract by the last contracting party. The contractor will have to finalise the Inception Report on the basis of the outcome of the inception meeting.

#### **M2:** First Interim meeting

An interim meeting during which the contractor will present the interim findings will be held within 4 months after signature of the contract by the last contracting party. It will be organised by the Commission's services at the Commission's premises in Brussels or online. The contractor will have to finalise the Interim Study Report on the basis of the outcome of the interim meeting.

## **M3:** Second interim meeting

A second interim meeting during which the contractor will present the interim findings will be held within 9 months after signature of the contract by the last contracting party. It will be organised by the Commission's services at the Commission's premises in Brussels or online. The contractor will have to finalise an Interim Study Report on the basis of the outcome of the interim meeting.

#### **M4: Final meeting**

A final meeting during which the contractor will present the final findings and proposed conclusions will be held within 18 months after signature of the contract by the last contracting party. It will be organised by the Commission's services at the Commission's premises in Brussels. The contractor will have to finalise the Final Study Report based on the outcome of the final meeting in accordance with Section on "Terms and Approval of the Deliverables" below.

#### **Bi-weekly conference calls**

In addition to the meetings above, a bi-weekly conference call on the state of progress of the study will take place between representatives from the contractor and the Commission. Within three days following each meeting, the contractor will circulate minutes of the meeting to all participants, together with copies of presentations made during the meeting or other related documents. The minutes shall be concise and concentrate on major decisions and shall list the open action points for the next reporting period.

#### W1 Stakeholder Workshop

The aim of the workshop is to inform relevant stakeholders and experts about the interim findings, validate and collect their views on them, as well as more general views, especially on current and future developments in the area of the study and policy implications. This will require the contractor preparing a short document and/or a presentation, which will summarise the findings of the study and will raise issues for discussion at the workshop. This document will be distributed in advance to prepare for the meeting. The workshop to take place in month 4 after signature of the contract by the last contracting party.

The contractor will also prepare the workshop (agenda, invitations, speakers, participants, etc.) and manage the discussion together with the Commission. The feedback from the workshop will be incorporated in the reports as described above. The final list of participants has to be agreed in advance with the Commission's services.

#### W2: Hackathon(s)

The tenderer will take care of the entire organisation of the hackathon (onsite, hybrid or virtual), including finding appropriate venues, setting up the hackathon, inviting participants, coaches, jury, finding local partners, promoting the hackathon, management of participants, applications, management and supply of technical equipment, internet connectivity, catering, media-related activities, etc.. There could also be social and networking sessions during the hackathon for example a concert, DJ, Yoga sessions, cookery classes with star chefs, city walk, code hunting challenge or other activities proposed by the tenderer. The physical or virtual hackathon environment should encourage co-creativity, collaboration, agility and prototyping as well as provide space for peaceful teamwork.

All costs have to be covered by the tenderer, or supporting organisations. The Hackathon(s) to take place in month 9 after signature of the contract by the last contracting party.

#### **W3: Final Workshop**

The final guidebook (D10) as approved by the Commission in accordance with Section on "Terms and Approval of the Deliverables" below as well as the draft study report will be presented by the contractor during a final workshop to be held within 17 months after signature of the contract by the last contracting party. The contractor is expected to provide a senior member of staff having worked on the contract to deliver a presentation on the main findings. The workshop will be organised by the contractor and will last up to 2 days. In case a location for the workshop is proposed by the contractor, this must be agreed by the Commission in advance and to remain within the budget foreseen in the tender.

Costs related to the following activities and items must be borne by the contractor and included in the price:

- Setting the workshop agenda in cooperation with the Commission;
- Identifying participants and speakers in cooperation with the Commission;
- Inviting speakers and participants;
- Managing the travel and accommodation arrangements for speakers;
- Financing the travel and accommodation expenses for speakers [and participants];
- Any speakers' fees;
- Cost of providing catering during the workshop;
- Printing and distributing relevant information material for speakers and participants

Each tenderer should include costs of attendance of its own representative(s) at all the above meetings and workshops in the financial section of the offer – this includes costs for online conference and collaboration tools.

#### A. Content

#### A.1. Final study report

The final study 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 [report/study/article/publication...] 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."

# A.2. Publishable executive summary

The publishable executive summary 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 [report/study/article/publication...] 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."

### B. Graphic and technical 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.

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.

#### C. 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.

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:  $\frac{\text{http://www.w3.org/WAI/}}{\text{http://www.w3.org/WAI/}}.$ 

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

The services will be performed at the following locations:

- the contractor's premises.

# 1.7. 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, supplies or works 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 provisions of the draft contract as the latter will define and govern the contractual relationship(s) to be established between the Contracting authority and the successful tenderer(s). 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.

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

The estimated total amount of all purchases under this contract is indicated under Heading II.1.5 of the contract notice. The services to be purchased over the total duration of the contract are specified in Section 1.4 of these specifications.

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

The contract(s) resulting from the award of this call for tenders will be concluded for at most **18 months**. The details of the initial contract duration and possible renewals are set out in Article I.3 of the draft contract.

# 1.10. 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 for the purposes of EDES (<u>European Union's Early Detection and Exclusion System</u>) the *Contracting authority* may use an electronic exchange system meeting the requirements of Article 148 of <u>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 <u>Union</u><sup>1</sup>. At the request of the *Contracting authority* the use of such a system shall become mandatory for the contractor(s) at no additional cost for the *Contracting authority*. Details on specifications, access, terms and conditions of use will be provided in advance.</u>

# 2. GENERAL INFORMATION ON TENDERING

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

This call for tenders is governed by the provisions of <u>Regulation (EU, Euratom) 2018/1046 of</u> the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union (the Financial Regulation)<sup>21</sup>.

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 an open 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. Rules on access to procurement: who may submit a tender?

Participation in this call for tenders is open on equal terms to all natural and legal persons coming within the scope of the <u>Treaties</u>, as well as to international organisations.

It is also open to all natural and legal persons established in a third country which has a special agreement with the European Union in the field of public procurement on the conditions laid down in that agreement. Where the Agreement on Government Procurement<sup>22</sup> concluded within the World Trade Organisation applies, the participation to this call for tenders is open to all natural and legal persons established in the countries that have ratified this Agreement, on the conditions laid down therein.

The rules on access to procurement do not apply to subcontractors. Subcontracting may not be used with the intent to circumvent the rules on access to procurement.

To enable *the Contracting authority* to verify the access, each tenderer must indicate its country of establishment (and in case of joint tender – the country of establishment of each group member) and must present the supporting evidence normally acceptable under the law of that country/-ies. The same document(s) could be used to prove country/-ies of establishment and the delegation(s) of the authorisation to sign as described in *Section 4.3*.

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

Any economic operator willing to submit a tender for this call for tenders must be registered in the <u>Participant Register</u> - an online register of organisations and natural persons participating in European Commission's calls for tenders or proposals (participants).

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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).

https://www.wto.org/english/tratop\_E/gproc\_e/gp\_gpa\_e.htm.

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

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

At any moment during the procurement procedure the Research Executive Agency Validation Services (hereafter *the EU Validation Services*) may contact the participant and ask for supporting documents on legal existence and status. 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 <u>EU Grants and Tenders Rules on Legal Entity Validation, LEAR appointment and Financial Capacity assessment.</u>

• 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). In either case subcontracting is permitted.

In order to fulfil the selection criteria set out in *Section 3.2* the tenderer can rely on the capacities of subcontractors or other entities that are not subcontractors.

The role of each entity involved in a tender (hereafter referred to as "involved entity") must be clearly specified in the eSubmission application: i) sole tenderer, ii) *Group leader* of a group of tenderers, iii) member of a group of tenderers, or iv) subcontractor. For an entity on whose capacities the tenderer relies to fulfil the selection criteria (that is not a subcontractor), this role is defined in the commitment letter (*Annex 5.2*). This applies also where the involved entities belong to the same economic group.

#### 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. The group as a whole is considered a tenderer<sup>23</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.

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

Group members must appoint a *Group leader* and 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. The model power of attorney attached in *Annex 3* is to be used.

The joint tender must clearly indicate the role and tasks of each member and 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. 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 on their behalf via 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 submission deadline and before contract signature) shall lead to rejection of the tender except in case of a merger or takeover of a member of the group (universal succession), provided that the new entity has access to procurement (see **Section 2.2**) and is not in an exclusion situation, (see **Section 3.1**).

In any case the selection criteria must be still fulfilled by the group and the terms of the originally submitted tender may not be altered substantially, i.e. all the tasks assigned to the former entity must be taken over by the new entity member of the group, the change must not make the tender non-compliant with the tender specifications, and the evaluation of award criteria of the originally submitted tender may not be modified.

#### 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 <u>Directive 96/71/EC concerning the posting of workers in the framework of the provision of services</u>).
- 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 <u>Directive 96/71/EC concerning the posting of workers in the framework of the provision of services</u>).
- 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 <u>Directive 2014/66/EU on the conditions of entry and residence of third-country nationals in the framework of an intra-corporate transfer</u>).

- 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 *Technical specifications* expressly reserve the execution of certain critical tasks to the sole tenderer itself, or in case of a joint tender, to a member of the group.

By filling in the form available in *Annex 4*, 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*):

- on whose capacities the tenderer relies upon to fulfil the selection criteria as described under *Section 3.2*;
- whose 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.

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

- any new subcontractor is not in an exclusion situation;
- 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 on whose capacities the tenderer relies to fulfil the selection criteria

In order to fulfil the selection criteria a tenderer may also rely on the capacities of other entities, 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.

If the contract is awarded to a tenderer intending 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.

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.

#### 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 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 abovementioned elements in the order that it considers to be the most appropriate. If the evaluation of one or more elements demonstrates that there are grounds for rejection, the tender will be rejected and will not be subjected to further full evaluation. The unsuccessful tenderers will be informed of the ground for rejection without being given feedback on the non-assessed content of their tenders. Only tenderer(s) for whom the verification of all elements did not reveal grounds for rejection can be awarded the contract.

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 needs to submit with its tender a Declaration on Honour<sup>24</sup> in the model available in  $Annex 2.^{25}$  The declaration must be signed by an authorised representative of the entity providing the declaration.

The initial verification of non-exclusion of tenderers will be done on the basis of the submitted declarations and consultation of the <u>European Union's Early Detection and Exclusion System</u>. The documents mentioned as supporting evidence in the Declaration on Honour need to be provided whenever requested and where this is necessary to ensure the proper conduct of the procedure within a deadline given by the *Contracting authority*<sup>26</sup>.

Annex 1 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.

Before the award decision, the contracting authority may request documentary evidence on compliance on the exclusion criteria set out in the present tender specifications. All tenderers are invited to prepare in advance the documents related to the evidence, since they may be requested to provide such evidence within a short deadline. Failure to provide valid documentary evidence within the deadline set by the Contracting Authority shall lead to the rejection of the tender for the award of the contract, unless the tenderer can justify the failure on the grounds of material impossibility.

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

<sup>&</sup>lt;sup>24</sup> The European Single Procurement Document (ESPD) may not be used yet in European Commission's calls for tenders.

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 exceed one year.

The obligation to provide the supporting evidence will be waived in the following situations:

<sup>-</sup> 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;

<sup>-</sup> 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>-</sup> if there is a material impossibility to provide such evidence.

#### 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 for the 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<sup>27</sup>. In any case, to the extent that there is no ground for a waiver, the evidence must be provided, upon request and within a deadline given by the *Contracting authority*. 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 *involved entity* to whom the criterion applies individually.

Before the award decision, the contracting authority may request documentary evidence on compliance with the selection criteria set out in the present tender specifications. All tenderers are **invited to prepare in advance the documents related to the evidence**, since they may be requested to provide such evidence in 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.

Failure to provide valid documentary evidence within the deadline set by the Contracting Authority shall lead to the rejection of the tender for the award of the contract, unless the tenderer can justify the failure on the grounds of material impossibility.

The obligation to provide the supporting evidence will be waived in the following situations:

<sup>-</sup> if the same documents have already been provided in a previous award procedure of the European Commission and are still up-to-date;

<sup>-</sup> 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.

#### 3.2.1. Legal and regulatory capacity

Tenderers must prove that they have legal capacity to perform the contract and the regulatory capacity to pursue the professional activity necessary to carry out the work subject to this call for tenders.

The legal and regulatory capacity shall be proven by the evidence listed below:

• Proof of enrolment in a relevant trade or professional register.

• The criterion applies to each member of the group.

The evidence of legal and regulatory capacity does need not be provided with the tender but may be requested by the *Contracting authority* at any time during the procedure. **Please note that a request for evidence in no way implies that the tenderer has been successful.** 

# 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	
Minimum level of capacity	Average yearly turnover of the last two financial years above EUR 500.000.
Basis for assessment	This criterion applies to the tenderer as a whole, i.e. a consolidated assessment of the combined capacities of all <i>involved entities</i> will be carried out.
Evidence	Copy of the profit and loss accounts and balance sheets for the last two years for which accounts have been closed from each concerned <i>involved entity</i> . The most recent year must have been closed within the last 18 months.

<sup>•</sup> The evidence of economic and financial capacity does need not be provided with the tender but may be requested by the *Contracting authority* at any time during the procedure. **Please** note that a request for evidence in no way implies that the tenderer has been successful.

#### 3.2.3. Technical and professional capacity

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				
The tenderer must prove experience in the field of consultancy services related to the hospitality sector with a focus on restaurants, of technical analysis, feasibility and evaluation and technology transfer.				
Minimum level of capacity  At least two similar (in scope and complexity) projects completed in last five years preceding the tender submission deadline wit minimum value for each of EUR 100.000.				
<b>Basis for assessment</b> This criterion applies to the tenderer as a whole, i.e. the comb capacities of all <i>involved entities</i> .				
Evidence  A list of projects meeting the minimum level of capacity. The include details of their start and end date, total project a scope, role and amount invoiced. In case of projects still on-				

the portion completed during the reference period will be taken into consideration.
As supporting documents for each project reference the <i>Contracting authority</i> may request statements issued by the clients and take contact with them.

#### **Criterion T2**

The tenderer must prove capacity to draft reports, public information, and recommendations in English; The tenderer must prove experience in communication towards various stakeholders, in particular the restaurant sector, including the use of IT tools and social media, and in the organisation of workshops.

Minimum level of capacity	Very good knowledge of English (writing and speaking, with at least
	one person with C2 level in the Common European Framework for
	Reference for Languages), and in designing guidebooks and reports with
	illustrative graphics
Basis for assessment	This criterion applies to the tenderer as a whole, i.e. the combined
	capacities of all involved entities.
Evidence	The tenderer must provide one document of at least 10 pages
	(guidebook, report, etc.) in the English language that it has published to
	an SME audience in the last two years. The verification will be carried
	out on 5 pages of the document.

#### **Criterion T3**

The tenderer must prove that the Project Manager/ project management team has the necessary professional team experience in the field of project management, including overseeing project delivery, quality control of delivered service, client orientation and conflict resolution within a project, and with experience in the restaurant sector

experience in the restaurant sector	
Minimum level of capacity	<u>Project manager:</u> At least 1 person in the team with at least 5 years of experience in project management client orientation and conflict resolution experience in projects similar in scope, complexity and time range for delivery, very good knowledge of English (writing and speaking)
	<u>Proposed team</u> : Experience, technical knowledge, reputation and credibility of proposed team in the fields of policy recommendations, technology and industry analysis, industrial strategies, and economic impact. At least two persons with knowledge and experience in the restaurant sector, preferably understanding the specific challenges of digitalisation in this sector. They should demonstrate professional experience of having worked in, or conducted research or studies in the field of digitalisation/ data/ new technologies in the restaurant sector.
Basis for assessment	This criterion applies to the tenderer as a whole, i.e. the combined capacities of all <i>involved entities</i>
Evidence	PM: Informative curriculum vitae, with professional qualifications as project manager  Team: Concise but informative curricula vitae, with the professional qualifications

Criterion T4		
The tenderer must prove that Proposed team has the necessary experience in organising hackathons		
Minimum level of capacity Experience, technical knowledge, reputation and credibility with organising hackathons proved by at least 1 organised hackathon		
Basis for assessment	This criterion applies to the tenderer as a whole, i.e. the combined capacities of all <i>involved entities</i>	
Evidence	Concise information about the challenge, the active participants, the gained results, and the further development of the "hacked" solutions. Description how to attract innovators, developers, mentors.	

delta All of the above specified evidence of technical and professional capacity must be provided with the tender.

# 3.3. Compliance with the 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.

• 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 - 40%

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 - 60%

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

Quality Criteria	Maximum score	Threshold

1.	Understanding of the restaurant sector and its digitalisation strategies and appropriate innovation support strategies  Sub-criterion 1.1: Understanding and appreciation of the issues of the European restaurant sector  Sub-criterion 1.2: Understanding and appreciation of the opportunities that digitalisation offers for restaurants and good knowledge of current trends in data-based applications; excellent digital market knowledge  (All the sub-criteria above are of equal relative	30	15
2.	Quality of the proposed methodology and tools  Sub-criterion 2.1: Clarity, credibility, quality and feasibility of the tender (i.e. project description and functionality of the approach, suitability and clarity of the proposed methodology for the GAP analysis)  Sub-criterion 2.2: Soundness and appropriateness of the concept to organize hackathons (esp. feasibility and quality of the concept for attracting competent participants)	30	15
3.	Sub-criterion 2.3: Soundness and appropriateness of the proposed stakeholder dialogues and dissemination measures  (All the sub-criteria above are of equal relative importance)  Organisation of the work and resources, composition of the team, allocation of financial and human resources, adequacy of team structure, roles and responsibilities in the team  Sub-criterion 3.1: Human resource	20	10
	management: including quality control, risk management, dealing with conflict of interest, ethical		

	behaviour.		
	Sub-criterion 3.2: Composition of the team, allocation of financial and human resources, adequacy of team structure, roles and responsibilities in the team.  (All the sub-criteria above are of equal relative importance)		
4.	Quality control measures	10	5
5.	Impact: Degree of distribution of activities across Europe, appropriateness of involvement of stakeholders, in particular SMEs; Appropriateness of the Guidebook, inclusion of relevant EDIHs	10	5
		100	70

Tenders must score minimum 50% for each criterion and minimum 70% in total. Tenders that do not reach the minimum quality levels will be rejected and will not be ranked.

# 3.5. Ranking of tenders

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

score for tender X	=	eapest price e of tender X	*	100	*	40 %	+	total quality score (out of 100) for all award criteria of tender X	*	60%	
--------------------	---	-------------------------------	---	-----	---	------	---	---	---	-----	--

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.

<sup>♦</sup> 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 having access to procurement, not in an exclusion situation and fulfilling with the selection criteria.

#### 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 to tender letter and the eSubmission Quick Guide.

• Make sure you prepare and submit your electronic tender in eSubmission early enough to ensure it is received within the deadline specified under Heading IV.2.2 of the contract notice.

#### 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 offer to be uploaded in eSubmission:

#### • Technical offer.

The technical offer 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.

Tenderers are free to choose where the personal data will be processed or stored as long as they comply with the contractual obligations on data processing (Art.I.9.2 and Art. II.9) and, in particular, with the requirements for transfer of personal data to third countries and international organisations laid down in Chapter V of Regulation (EU) 2018/1725<sup>28</sup>.

Tenderers must specify in their technical offer the location where the personal data will be processed and stored only where this location is outside the territory of the European Union or the European Economic Area. If no location is specified in the tender, the *Contracting authority* will consider that the personal data will be processed and stored only within the territory of the European Union or the European Economic Area.

# • Financial offer.

A complete financial offer, including the breakdown of the price needs to be uploaded. For this purpose, the Financial Model in *Annex* 6 shall be completed and uploaded in eSubmission. The total amount of the offer as indicated in cell "FIXED PRICE NOT SUBJECT TO REVISION AND INCLUSIVE OF ALL EXPENSES" must be encoded in the field "Total amount" under the section "Tender data" in eSubmission.

Regulation (EU) 2018/1725 of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC, OJ L 295/39, 21.11.2018, <a href="https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32018R1725&from=EN">https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32018R1725&from=EN</a>

It is the responsibility of each tenderer to ensure that the total amount of the tender inserted in the eSubmission field "Total amount" corresponds to the amount indicated in the uploaded financial offer. In case of discrepancies, only the amount indicated in the financial offer will be taken into account.

The financial offer 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 his or her 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 a qualified electronic signature as defined in <u>Regulation (EU) No 910/2014 on electronic identification</u> and trust services for electronic transactions in the internal market (the *eIDAS Regulation*).

For hand-written signatures see Section 1 of the Invitation to tender.

For electronic signatures see: https://webgate.ec.europa.eu/fpfis/wikis/x/YIrgIw

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 joint tender the Declarations on Honour of all group members);
- (If applicable in the case of joint tender) the 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. <u>Confidentiality of tenders: what information and under what conditions can be disclosed?</u>

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, agencies and bodies, 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 accordance with the submission modalities, who 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 tenderer to whom the contract is awarded, the characteristics and relative advantages of the successful tender and the price of the offer and/or contract value. 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 offer, technical or trade secrets<sup>29</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>30</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.

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.

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

Award criteria	See Section 3.4
Contracting authority	See Section 1.1
Entities on whose capacities the	See Section 2.4.3
tenderer relies to fulfil the	
selection criteria	
EU Validation services	See Section 2.3
	EU Grants and Tenders Rules on Legal Entity Validation,
	LEAR appointment and Financial Capacity assessment
Exclusion criteria	See Section 3.1
Financial Regulation	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
Group leader	See Section 2.4.1
Identified subcontractors	See Section 2.4.2
Involved entities	See Section 2.4
Joint tender	See Section 2.4.1
Participant Register	See Section 2.3
	https://ec.europa.eu/info/funding-
	tenders/opportunities/portal/screen/how-to-
	<u>participate/participant-register</u>
Selection criteria	See Section 3.2
Sole tenderer	See Section 2.4
Subcontracting/subcontractor	See Section 2.4.2
Treaties	The EU Treaties:
	https://europa.eu/european-union/law/treaties_en

#### **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	When and where to submit the document?	Instructions for uploading in eSubmission (applicable)		
•		Group leader	Member of the group		being relied		How to name the file?	Where to upload?	
1. Identification and i	information	about the	1 2 1	I	<u> </u>		ı		
eSubmission view									
•									
Ways to submit		Parti	ies		Tender data	Submission repor	t	Submit	
Declaration on Honour on Exclusion and Selection Criteria (see Section 3.1)  model in Annex 2.  Declaration on Honour on exclusion and selection						With the tender in eSubmission	'Declaration on Honour'	With the concerned entity under 'Parties'  →'Identification tenderer'  →'Attachments'→'Declaration on Honour'.	
criteria								capacity is being relied and who are not subcontractors, the document must be uploaded in the section of the Sole tenderer or Group leader:	
								→'Identification tenderer' →'Attachments'→'Other documents'.	

Evidence that the person signing the documents is an authorised representative of the entity <sup>31</sup>	$\boxtimes$		$\boxtimes$			With the tender in eSubmission	'Authorisation to sign' documents'.	With the concerned entity under 'Parties'  → 'Identification tenderer'  → 'Attachments' → 'Other documents'.
Power of attorney  (see Section 2.4.1)  model in Annex 3. Power of attorney						With the tender in eSubmission	'Power of attorney'	In the Group leader's section under 'Parties'  →'Identification tenderer'  →'Attachments'→'Other documents'.
List of identified subcontractors  (see Section 2.4.2)  model in Annex 4. List of identified subcontractors		$\boxtimes$				With the tender in eSubmission	"List of identified subcontractors"	In the Sole tenderer's or the Group leader's section under 'Parties' →'Identification tenderer' →'Attachments'→'Other documents'.
Commitment letter  (see Section 2.4.2 and 2.4.3)				(model in Annex 5.1)	(model in Annex 5.2)	With the tender in eSubmission	'Commitment letter'	With the concerned entity under 'Parties'  →'Identification tenderer'  →'Attachments'→'Other documents'.
Evidence of non-exclusion (see Section 3.1)	$\boxtimes$		$\boxtimes$			Only upon request by the Contracting authority  At any time during the procedure	n.a.	n.a.

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.

Evidence of legal existence and status						Only upon request by the EU Validation services  At any time during the procedure  In the Participant Register	n.a.	n.a.
Evidence of legal capacity (see Section 3.2.1)	$\boxtimes$	$\boxtimes$	$\boxtimes$			Only upon request by the Contracting authority  At any time during the procedure		n.a.
Evidence of economic and financial capacity F1  (see Section 3.2.2)	The documents must be provided  only by the involved entities  who contribute to reaching the minimum capacity level  for criterion F1					Only upon request by the Contracting authority  At any time during the procedure	n.a.	n.a.
Evidence of technical and professional capacity T1T4  (see Section 3.2.3)	The documents must be provided					With the tender in eSubmission	(when option 2 is used)  'Project_ reference_No.1"  'Project_ reference_No.2"	With the Group leader or the sole tenderer under 'Parties' →'Identification tenderer' →'Attachments'→'Technical and professional capacity'.
Annex 7. Administrative identification form Annex 7	$\boxtimes$		$\boxtimes$			With the tender in eSubmission	'Administrative form'.	With the concerned entity under 'Parties'  →'Identification tenderer'  →'Attachments'→'Other documents'.

2. Tender data. eSubmission view									
Ways to submit		Partie	s		Tender data	Submission report		Submit	
Failure to upload the follo Technical offer (see Section 4.2)	wing docume	nts in eSub	omission wil	ll lead to reject	ion of the tender.	With the tender in eSubmission	'Technical offer'	Under section " → "Technical of	
Financial offer  (see Section 4.2)  [model in Annex 6]		$\boxtimes$				With the tender in eSubmission	'Financial offer'	Under 'Ten- →'Financial of	

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

Procedure reference number: CNECT/2021/OP/0009

Procedure title: RESTwithEU - Pilot Project to support implementation of digital tools for tourism and more specifically the restaurant sector

#### A. DECLARATION ON HONOUR ON EXCLUSION CRITERIA

[Option 1 when the candidate or tenderer is a legal person]

The undersigned [insert name and surname of the signatory of this form], representing the following legal person:

Full official name:
Official legal form:
Statutory registration number:
Full official address:
VAT registration number:

Referred to below as 'the person'

[Option 2 when the candidate or tenderer is a natural person]

The undersigned [insert name and surname of the signatory of this form], with ID or passport number [insert number], representing himself or herself:

Referred to below as 'the person'

The person is not required to submit the declaration on exclusion criteria if the same declaration has already been submitted for the purposes of another award procedure of the same contracting authority<sup>32</sup>, provided the situation has not changed, and that the time that has elapsed since the issuing date of the declaration does not exceed one year.

In this case, the signatory declares that the person has already provided the same declaration on exclusion criteria for a previous procedure and confirms that there has been no change in its situation:

Date of the declaration	Full reference to previous procedure

#### I – SITUATIONS OF EXCLUSION CONCERNING THE PERSON

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<sup>&</sup>lt;sup>32</sup> The same EU institution, agency, body or office.

(1) declares that the person is in one of the following situations:	YES	NO
(a) it is bankrupt, subject to insolvency or winding-up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under Union or national law;		
(b) it has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;		
(c) it has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:		
(i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of eligibility or selection criteria or in the performance of a contract or an agreement;		
(ii) entering into agreement with other persons or entities with the aim of distorting competition;		
(iii) violating intellectual property rights;		
(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;		
(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;		
(d) it has been established by a final judgement that the person is guilty of any of the following:		
(i) fraud, within the meaning of Article 3 of Directive (EU) 2017/1371 and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;		
(ii) corruption, as defined in Article 4(2) of Directive (EU) 2017/1371 or active corruption within the meaning of Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997, or conduct referred to in Article 2(1) of Council Framework Decision 2003/568/JHA, or corruption as defined in other applicable laws;		
(iii) conduct related to a criminal organisation, as referred to in Article 2 of Council Framework Decision 2008/841/JHA;		
(iv) money laundering or terrorist financing, within the meaning of Article 1(3), (4) and (5) of Directive (EU) 2015/849 of the European Parliament and of the Council;		

(v) terrorist offences or offences related to terrorist activities as well as of inciting, aiding, abetting or attempting to commit such offences as defined in Articles 3, 14 and Title III of Directive (EU) 2017/541 of the European Parliament and of the Council of 15 March 2017 on combating terrorism;		
(vi) child labour or other offences concerning trafficking in human beings as referred to in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;		
(e) it has shown significant deficiencies in complying with the main obligations in the performance of a contract or an agreement financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by a contracting authority, the European Anti-Fraud Office (OLAF) or the Court of Auditors;		
(f) it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;		
(g) it has been established by a final judgment or final administrative decision that the person has created an entity in a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration or principal place of business.		
(h) (only for legal persons) it has been established by a final judgment or final administrative decision that the person has been created with the intent referred to in point (g).		
(2) declares that, for the situations referred to in points (1) (c) to (1) (h) above, in the absence of a final judgement or a final administrative decision, the person is <sup>33</sup> :	YES	NO
i.subject to facts established in the context of audits or investigations carried out by the European Public Prosecutor's Office, the Court of Auditors, or the internal auditor, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body;		
ii.subject to non-final judgments or non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics;		
iii.subject to facts referred to in decisions of entities or persons being entrusted with EU budget implementation tasks;		
iv. subject to information transmitted by Member States implementing Union funds;		

<sup>-</sup>

 $<sup>^{33}</sup>$  The declaration under this point (2) is voluntary and it cannot have adverse legal effect on the economic operator until the conditions of Article 141(1) (a) FR are met.

v. subject to decisions of the Commission relating to the infringement of Union competition law or of a national competent authority relating to the infringement of Union or national competition law;	
vi.informed, by any means, that it is subject to an investigation by the European Anti-Fraud office (OLAF): either because it has been given the opportunity to comment on facts concerning it by OLAF, or it has been subject to on-the-spot checks by OLAF in the course of an investigation, or it has been notified of the opening, the closure or of any circumstance related to an investigation of the OLAF concerning it.	

II – SITUATIONS OF EXCLUSION CONCERNING NATURAL OR LEGAL PERSONS WITH POWER OF REPRESENTATION, DECISION-MAKING OR CONTROL OVER THE LEGAL PERSON AND BENEFICIAL OWNERS

# Not applicable when the tenderer/candidate is a natural person, a Member State or a local authority

(3) declares that a natural or legal person who is a member of the administrative, management or supervisory body of the person, or who has powers of representation, decision or control with regard to the person (this covers e.g. company directors, members of management or supervisory bodies, and cases where one natural or legal person holds a majority of shares), or a beneficial owner of the person (as defined by point 6 of Article 3 of Directive (EU) No 2015/849) is in one of the following situations:	YES	NO	N/A
Situation (1)(c) above (grave professional misconduct)			
Situation (1)(d) above (fraud, corruption or other criminal offence)			
Situation (1)(e) above (significant deficiencies in performance of a contract )			
Situation (1)(f) above (irregularity)			
Situation (1)(g) above (creation of an entity with the intent to circumvent legal obligations)			
Situation (1)(h) above (person created with the intent to circumvent legal obligations)			

III – SITUATIONS OF EXCLUSION CONCERNING NATURAL OR LEGAL PERSONS ASSUMING UNLIMITED LIABILITY FOR THE DEBTS OF THE LEGAL PERSON

Not applicable when the tenderer or candidate is a natural person, a Member State, a local authority or legal persons with limited liability

(4) declares that a natural or legal person that assumes unlimited liability for the debts of the person is in one of the following situations:	YES	NO	N/A
Situation (a) above (bankruptcy)			
Situation (b) above (breach in payment of taxes or social security contributions)			

#### IV - OTHER GROUNDS FOR REJECTION FROM THIS PROCEDURE

(5) declares that the person:	YES	NO
was previously involved in the preparation of the procurement documents used in this award procedure, where this entailed a breach of the principle of equality of treatment including distortion of competition that cannot be remedied otherwise.		

#### V - REMEDIAL MEASURES

If the person declares one of the situations of exclusion listed above, it may indicate remedial measures it has taken to remedy the exclusion situation, in order to allow the authorising officer to determine whether such measures are sufficient to demonstrate its reliability. This may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines or of any taxes or social security contributions. The relevant documentary evidence, which illustrates the remedial measures taken, must be provided in annex to this declaration. This does not apply for situations referred in point (1) (d) of this declaration.

#### VI – EVIDENCE UPON REQUEST

Upon request and within the time limit set by the contracting authority the person must provide 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 (1) (c) to (f).

It must also provide the following evidence concerning the person itself and the natural or legal persons on whose capacity the person intends to rely, or a subcontractor and concerning the natural or legal persons which assume unlimited liability for the debts of the person:

- For situations described in points (1): (a), (c), (d), (f), (g) and (h) above, a recent extract from the judicial record or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.
- For the situations described in point (1) (a), (b), recent certificates issued by the competent authorities of the the country of establishment. These documents must provide evidence covering all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only),

company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country of establishment, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

The person is not required to submit the evidence if it has already been submitted for another award procedure of the same contracting authority<sup>34</sup>. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
Insert as many lines as necessary.	

The person is not required to submit the evidence if it can be accessed on a national database free of charge.

The signatory declares that the following internet address of the database/identification data provide access to the evidence required.

Internet address of the database	Identification data of the document
Insert as many lines as necessary.	

#### B. DECLARATION ON HONOUR ON SELECTION CRITERIA

#### I – SELECTION CRITERIA

# <u>Selection criteria applicable to the tenderer/candidate as a whole-consolidated assessment</u> (to be filled ONLY by the sole candidate/tenderer or the group leader in case of a joint tender)

The person, being a sole candidate/tenderer/the group leader of a joint tender/request to participate, submitting a request to participate/tender for the above procedure, declares that:

the candidate/tenderer, including all members of the group in case of joint tender/request to participate, subcontractors and entities on whose capacity the tenderer intends to rely if applicable:	YES	NO
(a) fulfils all the selection criteria for which a consolidated assessment will be made as provided in the tender specifications.		
(b) is not subject to conflicting interests which may negatively affect the contract performance.		

-

<sup>&</sup>lt;sup>34</sup> The same institution or agency.

In case of a procedure with lots the above statements apply to the lot(s) for which the request to participate/tender is submitted.

# <u>Selection criteria applicable individually to the involved entities of the tenderer/candidate-individual assessment</u>

(to be filled individually by all members in case of a joint tender/request to participate and subcontractors)

The person, being a member of a joint tender/request to participate or a subcontractor, submitting a request to participate/tender for the above procedure, declares that:

the above-mentioned person complies with the selection criteria applicable to it individually:	YES	NO	N/A
(a) has the legal and regulatory capacity to pursue the professional activity needed for performing the contract as required in section 3.2.1 of the tender specifications;			
(b) is not subject to conflicting interests which may negatively affect the contract performance.			

In case of a procedure with lots the above statements apply to the lot(s) for which the request to participate/tender is submitted.

#### II - EVIDENCE UPON REQUEST

The person must be able to provide the selection criteria supporting documents listed in the relevant sections of the tender specifications.

Where the evidence is not required to be provided with the request to participate/tender, the person is invited to prepare in advance the documents related to the evidence, since the contracting authority may request to provide these in a short deadline.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure of the same contracting authority<sup>35</sup>. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
Insert as many lines as necessary.	

-

<sup>&</sup>lt;sup>35</sup> The same institution or agency.

The person is not required to submit the evidence if it can be accessed on a national database free of charge.

The signatory declares that the following internet address of the database/identification data provide access to the evidence required.

Internet address of the database	Identification data of the document
Insert as many lines as necessary.	

#### C. DECLARATION ON HONOUR ON ESTABLISHED DEBT TO THE UNION

#### (to be filled ONLY by the sole candidate/tenderer or the group leader in case of a joint tender)

The person, being a sole candidate/tenderer/the group leader of a joint tender/request to participate, submitting a request to participate/tender for the above procedure, declares that:

the candidate/tenderer, including each member of the group in case of joint tender/request to participate, subcontractors,	YES	NO
does not have an established debt to the Union.		

The above-mentioned person must immediately inform the contracting authority of any changes in the situations as declared.

The above-mentioned person may be subject to rejection from this procedure and to administrative sanctions (exclusion or financial penalty) if any of the declarations or information provided as a condition for participating in this procedure prove to be false.

Full name:		
Date:		
Signature:		

The declaration is to be signed with:

#### 1. Electronic signature (recommended option):

In case you have the possibility to sign the declaration using a qualified electronic signature (QES), please have it signed electronically by your authorised representative(s). Please note that only the qualified electronic signature (QES) within the meaning of Regulation (EU) No 910/2014 (eIDAS Regulation) will be accepted.

Before sending back your electronically signed document, please check the signature and validity of the certificate with one of the following tools:

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

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

#### 2. Handwritten signature:

In case you do not have the possibility to sign the declaration using a qualified electronic signature (QES), please fill it in electronically, then print it and have it signed and dated by your authorised representative(s) using a hand-written signature.

#### **Annex 3. Power of attorney**

Call for tenders CNECT/2021/OP/0009 - RESTwithEU - Pilot Project to support implementation of digital tools for tourism and more specifically the restaurant sector

#### POWER OF ATTORNEY

The undersigned:

- Signatory (Name, Function, Company, Registered address, VAT Number) having the legal capacity required to act on behalf of his/her company,

#### HEREBY AGREES TO THE FOLLOWING:

- 1) To submit a joint tender as a member of a group of tenderers (the Group), constituted by Company 1, Company 2, Company N (Group members), and led by Company 1 (Group leader), in accordance with the conditions specified in the tender specifications and the terms specified in the tender to which this Power of attorney is attached.
- 2) If the *Contracting authority* awards the contract resulting from this call for tenders to the *Group* on the basis of the joint tender to which this power of attorney is attached, all *Group members* shall be considered parties to the contract in accordance with the following conditions:
  - (a) All *Group members* shall be jointly and severally liable towards the *Contracting authority* for the performance of the contract.
  - (b) All *Group members* 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*: [Provide details on bank, address, account number].
- 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 behalf of all *Group members* and indicate in the "Tender Contact Info" section in eSubmission the name and e-mail address of an individual 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 issue 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 co-ordinate 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.

Any modification to the present Power of attorney shall be subject to the *Contracting authority*'s express approval. This 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.

Place and date:

Name (in capital letters), function, company and signature:

### **Annex 4. List of identified subcontractors**

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

# Annex 5.1. Commitment letter by an identified subcontractor

[Letterhead, if any]	
<b>European Commission</b>	
	Call for tenders Ref. CNECT/2021/OP/0009
	Attn:
	[Insert date]
Commitment letter b	oy identified subcontractor
I, the undersigned,	
Name:	
Function:	
Company:	
Registered address:	
VAT Number:	
hereby confirm that our company agrees to name of the tenderer] for the call for tender	n behalf of the company <i>[insert name of the entity]</i> o participate as subcontractor in the offer of [insert lers CNECT/2021/OP/0009 – RESTwithEU - Pilot gital tools for tourism and more specifically the
subcontractor] commits itself to make ave the contract as a subcontractor and to carry compliance with the terms of the contractor conflicting interests which may negatively	entioned tenderer is successful, <i>[insert name of the</i> ailable the resources necessary for performance of yout the services that will be subcontracted to it in ract. It further declares that it is not subject to affect the contract performance and that it accepts der specifications for the above call for tenders, in d to checks and audits.
Done at:	
Name:	
Position:	

Signature:

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

[Letterhead, if any]	
	<b>European Commission</b>
	Call for tenders Ref. CNECT/2021/OP/0009
	Attn:
	[Insert date]
Commitment letter by an	entity on whose capacity is being relied
I, the undersigned,	
Name:	
Function:	
Company:	
Registered address:	
VAT Number:	
hereby confirm that our company au [financial and economic capacity] [te minimum levels required for the cal	act on behalf of the company [insert name of the entity] thorises the [insert name of the tenderer] to rely on its echnical and professional capacity] in order to meet the l for tenders CNECT/2021/OP/0009 – RESTwithEU on of digital tools for tourism and more specifically the
entity] commits itself to make avail contract. It further declares that it is raffect the contract performance, and	prementioned tenderer is successful, <i>[insert name of the</i> lable the resources necessary for performance of the not subject to conflicting interests which may negatively that it accepts the general conditions attached to the call for tenders, in particular the contractual provisions
Done at:	
Name:	
Position:	
Signature:	

## Annex 6. Financial offer form

CNECT/2021/OP/0009											
	Service providers:  Name of tenderer and,	experuse	Project	Task: (complete)	Add as many columns as necessary for your methodology	TOTAL					
RESOURCES	where applicable, names of partners or subcontractors which will perform this task	of Senior or junior (unit price per day)	Number of days	Number of days	Number of days	Number of days	Number of days	Number of days	Number of days	Number of days	Estimated breakdown of price, as a guide (€)
1											
2, etc.											
TOTAL SENIOR STAFF (pe	rsons/days)	I				I	T				
1											
2, etc.											
TOTAL JUNIOR STAFF (per											
A. OVERALL STAFF TOTA		AYS)									
B. TRAVEL AND SUBSISTENCE -											
C. OTHER COSTS -											
Financial offer: FIXED PRICE NOT SUBJECT TO REVISION AND INCLUSIVE OF ALL EXPENSES (A+B+C)											
Subcontracting amount: estimated subcontracting amount as percentage of total amount (%)											

#### Annex 7. Administrative identification form

Call for tenders CNECT/2021/OP/0009

TENDERER'S ID	
Name	
Legal form	
Date of registration	
Country of registration	
Registration number	
VAT number	
Address of registered	
office	
Contact address (if	
different)	
URL	
	The tenderer is Small or Medium Size Enterprise in
	accordance with Commission Recommendation 2003/361/EC
Bank account (lead part	ner only)
Name of bank:	
Full address of branch:	
Exact denomination of account holder:	
IBAN code:	
AUTHORISED REPRESENTATIVE(S) <sup>36</sup>	
[name and position]	
CONTACT PERSON	Т
Name	
Forename	
Position	
Telephone	
Fax	
Email	
DECLARATION BY THE AUTHORISED REPRESENTATIVE(S):	
I, the undersigned, certify that the information given in this tender is correct and that the	
tender is valid.	
Place and date:	
Name (in agrital latters) and aignotyres	
Name (in capital letters) and signature:	
	<del></del>

<sup>36</sup> Please include the names of the legal representative(s) whose contract signature is required in accordance with the statutes of the organisation and the official document to be provided as required in Part 2 under Section 2.3