

EUROPEAN INNOVATION COUNCIL AND SMES EXECUTIVE AGENCY (EISMEA)

Department E - European Innovation Council (EIC)
Unit E.02 - EIC Transition Activities and Business Acceleration Services
E.02.2 - EIC Business Acceleration Services Global Offer

European Innovation Council and SMEs Executive Agency (EISMEA)

Call for tenders EISMEA/2023/OP/0015 - European Innovation Council Corporate Partnership Programme 3.0

Open procedure

TENDER SPECIFICATIONS

TABLE OF CONTENTS

| 1 | SCO | PE AND DESCRIPTION OF THE PROCUREMENT | 4 |
|---|-----|--|------|
| | 1.1 | Contracting authority: who is the buyer? | 4 |
| | 1.2 | Subject: what is this call for tenders about? | 4 |
| | 1.3 | Lots: is this call for tenders divided into lots? | 4 |
| | 1.4 | Description: what do we want to buy through this call for tenders? | 4 |
| | 1.5 | Place of performance: where will the contract be performed? | . 33 |
| | 1.6 | Nature of the contract: how will the contract be implemented? | . 33 |
| | 1.7 | Volume and value of the contract: how much do we plan to buy? | . 34 |
| | 1.8 | Duration of the contract: how long do we plan to use the contract? | . 34 |
| | 1.9 | Electronic exchange system: can exchanges under the contract be automated? | |
| 2 | GEN | IERAL INFORMATION ON TENDERING | . 36 |
| | 2.1 | Legal basis: what are the rules? | . 36 |
| | 2.2 | Entities subject to restrictive measures and rules on access to procurements who may submit a tender? | |
| | 2.3 | Registration in the Participant Register: why register? | . 37 |
| | 2.4 | Ways to submit a tender: how can economic operators organise themselves to submit a tender? | |
| 3 | EVA | LUATION AND AWARD | . 44 |
| | 3.1 | Exclusion criteria | . 44 |
| | 3.2 | Selection criteria | . 46 |
| | 3.3 | Compliance with the conditions for participation and minimum requirements specified in the procurement documents | |
| | 3.4 | Award criteria | . 55 |
| | 3.5 | Award (ranking of tenders) | . 57 |

| 4 | FORM AND CONTENT OF THE TENDER | | |
|---|--------------------------------|--|----|
| | 4.1 | Form of the tender: how to submit the tender? | 59 |
| | 4.2 | Content of the tender: what documents to submit with the tender? | 59 |
| | 4.3 | Signature policy: how can documents be signed? | 60 |
| | 4.4 | Confidentiality of tenders: what information and under what conditions can be disclosed? | |
| 5 | APPENDIX: LIST OF REFERENCES | | |
| 6 | ANNEXES6 | | |

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 Innovation Council and SMEs Executive Agency (EISMEA)¹, referred to as the Contracting Authority for the purposes of this call for tender, acting under the powers delegated by the European Commission (here after "Commission" or "the Commission").

1.2 Subject: what is this call for tenders about?

The subject of this call for tenders is the "European Innovation Council Corporate Partnership Programme 3.0", from now on the "EIC-CPP 3.0".

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

This call for tenders is not divided into lots.

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

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

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

The Contracting Authority, through this call for tender, wishes to enter into a service contract to receive the full range of services needed to develop a programme with the objective of establishing and grow business relations between EIC-funded Start-ups/SMEs² (here after "EIC Awardees") and large companies. The contractor will support the organization of specific matchmaking/pitching events ("EIC Corporate and Multicorporate Days"), bringing together EIC-funded Start-ups/SMEs - EIC Awardees - and either a single large company or a network of large companies. This action will also support other types of collaborations among EIC Awardees and large companies, such as venture client model activities and structured pilots and trials with corporates across different sectors³.

European Innovation Council (EIC) Work Programme 2023 (page 106)

¹ EISMEA was established by the Commission Implementing Decision (EU) 2021/173 of 12 February 2021: https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32021D0173. EISMEA succeeds and replaces the former EISMEA.

SMEs: Small and Medium-sized Enterprises.

From the start until the end of the contract there should be a close coordination with the other contractors implementing the other actions of the EIC Business Acceleration Services⁴.

1.4.1 Background

The <u>European Innovation Council</u>⁵ (EIC) is an initiative of the European Commission aiming to identify and support breakthrough technologies and game changing innovations with the potential to scale up internationally and become market leaders. It supports all stages of innovation from research and development on the scientific underpinnings of breakthrough technologies, from validation and demonstration of breakthrough technologies and innovations to meet real world needs, to the development and scaling up of start-ups and Small and Medium-sized Enterprises (SMEs).

The EIC was launched as a <u>pilot</u>⁶ in 2018 under the EU Framework Programme for Research and Innovation 2014-2020, <u>Horizon 2020</u>⁷. The fully fledged European Innovation Council was launched on 17 March 2021 under the EU Framework Programme for Research and Innovation 2021-2027, <u>Horizon Europe</u>⁸. On the 6th of December 2022, the European Commission adopted the new EIC 2023 Work Programme⁹ that provide the legal framework to this call for tenders.

The EIC funding and support is organised into three main funding schemes:

- EIC Pathfinder for advanced research to develop the scientific basis to underpin breakthrough technologies;
- EIC Transition to validate technologies and develop business plans for specific applications; and
- EIC Accelerator to support companies (SMEs, start-ups, spinouts and in exceptional cases small mid-caps) to bring their innovations to market and scale up.

The aim of the EIC funding schemes is to provide an integrated, agile support across the full innovation spectrum from early-stage research to start-up and scale-up. These funding schemes target deep tech solutions¹⁰.

-

⁴ Please check BAS sections of the EIC 2023 and 2022 WP.

⁵ European Innovation Council

European Innovation Council pilot

https://ec.europa.eu/programmes/horizon2020/en/home

⁸ https://ec.europa.eu/info/research-and-innovation/funding/funding-opportunities/funding-programmes-and-open-calls/horizon-europe en

See V.4 EIC Corporate Partnership programme on page 106: https://eic.ec.europa.eu/eic-2023-work-programme en

⁰ EIC Work programme 2021: "Deep tech is technology that is based on cutting-edge scientific advances and discoveries and is characterised by the need to stay at the technological forefront by constant interaction with new ideas and results from the lab. Deep tech is distinct from 'high tech' which tends to refer only to R&D intensity"

All EIC Awardees, as well as selected applicants, have access to a range of EIC Business Acceleration Services providing access to leading expertise, corporates, investors and ecosystem actors.

Business Acceleration Services (BAS)

For all the EIC Awardees (from the EIC Accelerator, EIC Transition, EIC Pathfinder and Women Tech.EU) the direct financial support given to innovators is augmented with an exclusive access to a range of <u>Business Acceleration Services (BAS)¹¹</u>. The aim is to accelerate innovations from EIC-supported Awardees. The EIC provides its Awardees and Seal of Excellence holders with tailor-made services at any stage of development of their activities.

Thanks to its wide reach and international network, the EIC offers to its Awardees a comprehensive set of business services through a variety of specific programs:

- Access to world-class coaches, mentors, expertise and training.
- Access to global partners, leading corporates, investors, procurers, distributors and clients.
- Access to innovation ecosystem partners and peers.
- Peer to peer, learning and personal development activities.
- A virtual meeting-place, called the <u>EIC Community Platform¹²</u>, where EIC Awardees can connect, share their experiences, and leverage potential business partnerships.

The <u>women leadership programme</u>¹³ features dedicated coaching and pitching activities as well as different outreach initiatives to raise awareness and showcase women researchers and entrepreneurs as role models.

The <u>EIC Scale Up 100¹⁴</u> supports 100 companies from the portfolio of EIC Awardees and other national and European innovation programmes to become global tech champions. It helps companies develop their corporate and leadership strategies, reach strategic investors and partners, expand internationally and obtain access to networking and peer exchange.

With the <u>EIC Overseas Trade Fair Program 2.0</u>¹⁵, EIC Awardees had access to international trade fairs while benefitting from other soft-landing services in top-targeted markets.

https://eic.ec.europa.eu/eic-communities/eic-community-platform_en

¹¹ https://eic.eismea.eu/community/eic-bas-offer

https://eic.ec.europa.eu/eic-funding-opportunities/business-acceleration-services/eic-women-leadershipprogramme_en

https://eic.ec.europa.eu/eic-funding-opportunities/business-acceleration-services/eic-scale-100_en

https://eic.ec.europa.eu/eic-funding-opportunities/business-acceleration-services/eic-overseas-trade-fairs-programme-20 en

The <u>EIC BAS Innovation Procurement Program</u>¹⁶ offers support to EIC Awardees find business opportunities and thus scale up by facilitating their access to procurement markets (in the public and private sectors) in Europe and at global level.

The <u>EIC Ecosystem Partnerships and Co-Investment Support Programme</u>¹⁷ is expanding the EIC Business Acceleration Services by addressing two of the greatest challenges for its innovators: accessing specialized sector-focused services and attracting private investors.

The <u>EIC Coaching Programme¹⁸</u>: It provides to the EIC Awardees withaccess to tailored coaching.. Selected coaches are active in the community supporting regularly Awardees on business development, organisational development and finance.

Tech to Market services (current T2M BAS)¹⁹ includes activities specifically targeting Awardees from EIC Pathfinder and Transition projects. Their aim is to provide tailored support to entrepreneurial researchers for the deployment to the market of research results, through direct exploitation, spin-off/start-up creation or other forms of technology transfer. In addition to the activities presented above, it comprises specific opportunities such as innovation training workshops to enhance researchers' entrepreneurial skills and boot camps with an ambition to exploit the result of a deep-tech project as well as early validation activities with corporates, procurers, and investors.

1.4.2 Context - Why the "EIC-CPP 3.0" in the European Innovation Council Business Acceleration Services (EIC BAS)?

The EIC is more than a funding programme. Business Acceleration Services (BAS) are crucial to support Europe's best startups/scaleups/SMEs to leverage their full innovation potential and more than ever innovation is central to Europe's ability to generate new jobs and inclusive and sustainable growth.

Europe is, and always has been, home to many innovative start-ups and SMEs, yet few have succeeded in scaling up in recent decades. Public policy and funding at EU level have a key role to play: they must cater to the specific needs of European innovators by refining and filling the gaps in the existing support schemes and provide support that covers each stage of the innovation chain (from idea to market deployment and scale-up), in close cooperation with relevant stakeholder in the EU innovation ecosystem.

In this frame, bridging the gap between startups/SMEs and large companies is proven to be a vital strategy for business acceleration and growth. To this end, the European Innovation

https://eic.eismea.eu/community/eic-bas-offer/eic-procurement-programme

¹⁷ https://eic.eismea.eu/community/eic_bas-offer/eic-ecosystem-partnerships-and-co-investment-support

¹⁸ https://eic.eismea.eu/community/eic-bas-offer/coaching-under-eic

¹⁹ https://eic.eismea.eu/community/eic-bas-offer/eic-tech-market-services

Council has developed since 2017 its "EIC Corporate Partnership Programme". This initiative has created a win-win situation for everyone involved:

- From the point of view of small innovative companies, to partner with large established enterprises is a straightforward way to reach larger deals, accelerate market penetration, validate disruptive solutions and tap faster into global distribution and marketing channels;
- From the point of view of large companies (hereinafter "Corporations"), gaining exclusive access to new ideas, products and solutions that challenge existing business models or markets, may help to overcome the complex business environment.

Successful results and impact of EIC Corporate Partnership Programme (EIC-CPP) since 2017: EIC-CPP organised 69 activities since October 2017 to July 2023²⁰. Those activities, also known as 'Corporate Days', 'Multicorporate Days' and 'Enhanced Cooperations', included:

- +1300 EIC Awardees' participations.
- +100 Corporations involved.
- +2200 corporate representatives involved.
- +2500 pre-arranged 1-to-1 business meetings.
- 92% satisfaction by the EIC Awardees participating.
- 100% of Corporations involved willing to repeat the collaboration.
- Almost 20% of success rate. "Success" understood as signed agreements between the Corporation and the EIC Awardees in less than 6 months after the matching event.

1.4.3 Input by the Contracting Authority

The Contracting Authority will grant the contractor access to the information technology (IT) tools and platforms deemed relevant and needed to perform the tasks included in the contract, at the start of and during the contract term.

At the kick-off meeting, the Contracting Authority shall provide and give access to the contractor to the EIC IT infrastructure for the management of the application process and the organisation and promotion of the events.

The contractor must work within the existing EIC IT infrastructure and in close cooperation with the different units of the Contracting Authority that are in charge of the contract.

The communication between the contractor and the EIC Awardees must be managed through the "EIC Events Dashboard" and the "EIC Community platform".

²⁰ Corporate Partnership Programme Call (europa.eu)

The contractor will have its login and password to access the EIC Events Dashboard and EIC Community platform.

The contractor will have access to the EIC Events Dashboard to perform the tasks of:

- 1. Invitation to a group of pre-filtered EIC Awardees.
- 2. Registration of the applicants.
- 3. Reminders for applications.
- 4. Access to the submitted applications.
- 5. Extract final applications for its editing.
- 6. Inform the EIC and the Corporations on the applications.
- 7. Running a "Quality survey".
- 8. Running an "Impact survey".

The contractor will have access to the EIC Community platform to perform the tasks of:

- 1. Promoting the EIC-CPP 3.0 to the EIC Awardees, corporations and other members of the EIC Community.
- 2. Publishing original content related with the participation of EIC Awardees in the EIC-CPP 3.0.
- 3. Promoting the call for applications for each activity of the EIC-CPP 3.0.
- 4. Creating an online private group for each of the activities of the programme.
- 5. Running an EIC-CPP 3.0 Helpdesk consisting in answering questions and solving doubts of selected EIC Awardees and potential applicants; the helpdesk will be managed through private groups and dedicated ticketing system.
- 6. Uploading and gathering all the information and materials related with the Programme activities. This information would be backed by an EC Microsoft Teams ²¹older.
- 7. Updating the agenda of the EIC-CPP 3.0.
- 8. Publishing original content regarding the programme and the collaboration between Corporates and EIC Awardees to be posted on the EIC Community platform (e.g., videos with 10 tips on how to get the most from the participation in the programme or/and success cases showing positive impact on corporates and EIC Awardees).

The contractor is reminded about the confidentiality and data protection requirements as laid down in the draft service contract. The performance of the contract will request the handling of personal data. The contractor will therefore need to give special attention to complying with all relevant European and national rules on data protection. The contractor may be requested to sign any relevant document (e.g., Non-Disclosure Agreements) in order to ensure

-

²¹ https://www.microsoft.com/en-us/microsoft-teams/group-chat-software

the protection of data and confidentiality requirements. Please see also Section 1.4.16 of these tender specifications.

1.4.4 Geographical scope

The services to be delivered must cover EIC Awardees from all the countries that are participating in the EIC programme, namely, all 27 EU Member States and Horizon Europe Associated Countries²².

1.4.5 Tasks

The EIC-CPP 3.0 has the general objectives of:

- Support mutual awareness and partnership building between EIC Awardees and large corporations in order to initiate potential cooperation ranging from pilots and trials, licencing, procurement, sales, investment, mergers & acquisitions (M&A) or any other type of business deal.
- Together with the Contracting Authority to build and maintain relations with potential and already acquired corporate partners and motivate their constant interest on the EIC Awardees.

In order to reach this general objective, during the period 2024-2026, the Contracting Authority aims to support through this contract the participation of EIC Awardees in at least 31 activities within at most 30 months without overlapping among them or with other EIC BAS services:

- At least 16 "EIC Corporate Days" 23.
- At least 13 "EIC Multicorporate Days"²⁴.
- At least 2 "EIC Corporate's Clients Capitalization".

The same number of activities in total and the same number of activities per type must be organised in the 30 following months should the contract be renewed.

- EIC Corporate Day: It is defined as an exclusive curated business acceleration service bridging the gap between EIC-funded innovators and a large firm. Its detailed definition and

https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/common/guidance/list-3rd-country-participation_horizon-euratom_en.pdf

Definition and standard procedure for the organisation of a "EIC Corporate Day" is included in the "Declaration of intent for an EIC Corporate Day" included in Annex 1 and online at: <u>Declaration of Intent for EIC Corporate Days 2021.pdf</u> (europa.eu)

Example of open call for interest addressed to Corporates to participate in an EIC Multicorporate Day on Construction: EIC Call for Interest for Corporates in the Construction sector: EIC MultiCorporate Day on ConTech | EIC Community (eismea.eu)

standard procedure for its current organisation can be found at Annex 1: <u>Declaration of Intent</u> for EIC Corporate Days 2021.pdf (europa.eu)²⁵

- EIC Multicorporate Day: The Corporate Day can include more corporate partners at the same time, this activity is known as "Multi-corporate Day". As a main difference regarding the EIC Corporate Day, a Multicorporate Day can be organised with a top-down approach, when the EIC defines the general challenges on a determined topic and opens a call for interest for Corporations to join the initiative with sub-challenges adapted to their needs²⁶.
- EIC Innovation Partnership on Corporate's Clients Capitalization (CCC): This is business acceleration service that focus on the role of the corporations as intermediaries between the EIC Awardee and the final client. The EIC developed this concept through a pilot in 2021-2022 with CaixaBank: the Innovation Procurement in AgroTech²⁷. The contractor must use the experience of this pilot to improve the action and extend this service to other corporations and topics.

The contractor must organise the above-mentioned 31 activities²⁸. The same number of activities in total and the same number of activities per type must be organised in the 30 following months should the contract be renewed. In its offer, the tenderer must provide a plan on how each EIC-CPP 3.0 activities will be organised from the promotion of the activity until the follow-up task. The refining of this plan will be agreed with the Contracting Authority at the inception report. The information provided must allow a detailed analysis of the quality of the tenderers' offers for delivering each of the services.

The tenderer must suggest a **comprehensive methodology**, informed by best practices in corporate and start-up collaboration, to increase chances of a successful collaboration between EIC Awardees and large companies, and reach tender's KPIs. This comprehensive methodology shall be aimed at the fulfilment of the set objectives and KPIs including the planning of all activities with intermediary steps. The methodology must include, but not be limited to, the following elements:

I. Supporting the Contracting Authority in the selection of corporates to join the EIC-CPP 3.0 and defining the challenges.

^{25 &}lt;u>Declaration of Intent for EIC Corporate Days 2021.pdf (europa.eu)</u>

Example of open call for interest addressed to Corporates to participate in an EIC Multicorporate Day on Construction: EIC Call for Interest for Corporates in the Construction sector: EIC MultiCorporate Day on ConTech | EIC Community (eismea.eu)

CaixaBank joins forces with the European Innovation Council to accelerate innovation in the agricultural sector (europa.eu)

Open Call – EIC x CaixaBank Innovation Procurement pilot in Agrotech: Looking for technological disruption | EIC Community (eismea.eu)

EIC x CaixaBank in Agrotech: Bringing innovation to Europe's rural areas | EIC Community (eismea.eu)

At least 16 "EIC Corporate Days", at least 13 "EIC Multicorporate Days", at least 2 "EIC Corporate's Clients Capitalization".

The contractor must ensure a targeted promotion of the EIC-CPP 3.0 towards the most significant corporates based in Europe, taking into account at least their turnover, number of employees, commitment for open innovation initiatives, Corporate Venture Capital (CVC) budget and number of acquisitions, covering the main sectors represented by the EIC Awardees, especially Health/Biotech, Energy/Sustainability and Digital/ICT.

A constantly open call for partners²⁹ (Corporate Partnership Programme Call³⁰) will be available at the EIC website to allow corporates, fulfilling the criteria of the Programme, to express their interest in being associated with it³¹ and confirm it through their written agreement with a Declaration of Intent that includes the commitments of all sides involved in the activity.

The contractor will inform the Contracting Authority about the applications received by potential partners (corporations or organisations that bring together large firms) and the Contracting Authority will take the final decision on the selection of the corporations to join the EIC-CPP 3.0".

The tenderers must propose in their tenders:

- an approach or a strategy to identify, in addition to the Corporate Partnership Programme Call, the most significant corporations and their decision makers towards which a targeted promotion of the EIC-CPP 3.0 could take place.
- a strategy to disseminate on the EIC-CPP 3.0 among the corporations targeted and their decision makers. For example, the participation of the Contracting Authority representatives in high level summits on "Open Innovation", where the EIC CPP 3.0 could be presented to corporate decision makers.³²

Generally, the matching and pitching activity will take place at the premises of the corporate concerned under the condition that the event is exclusively dedicated to the EISMEA service purpose, e.g., in the corporate innovation hub or labs or their global or European headquarter.

- More than 1000 employees worldwide.

²⁹ For the EIC CPP 3.0, "Partners" are corporations/corporates/large firms or/and organisations that bring together large firms.

³⁰ Corporate Partnership Programme Call: <u>Corporate Partnership Programme Call (europa.eu)</u>

Criteria for the EIC Corporate Partnership Programme. In order to reach the highest impact for EIC awardees, the EIC looks specifically for the largest corporations in Europe (cumulative criteria):

⁻ More than 1bn EUR turnover.

⁻ Presence in at least 10 EU27 Member States.

⁻ Investment in startups-scaleups.

⁻ Focus on the EIC portfolio needs. Main topics: Health, ICT, Energy and Transport, green technologies.

⁻ Corporate investment and experience in "Open innovation" and Corporate Venture Capital (CVC). <a href="https://eic.ec.europa.eu/eic-funding-opportunities/business-acceleration-services/corporate-partnership-programme-call-en#criteria-for-the-eic-corporate-partnership-partnership-partnership-partnership-partnership-partnership-partnership-partnership-partnership-partnership-partnership-partnersh

Example: Summit 2023 Preview (innovationroundtable.com)

The organisation of those events will rely on the corporates taking care of the provision of the venue, technical equipment, and technical assistance. The contractor is not expected to incur any costs on that.

Regarding EIC Corporate Day, the tenderers must propose in their tenders a pro-active "portfolio-oriented" and "balanced" approach for determining challenges that match the EIC portfolio of companies and their specific solutions/technologies. To achieve this goal the contractor will regularly analyse the sectoral composition of the EIC portfolio of companies and their innovations taking into consideration EIC Accelerator companies selected as of the start of the EIC Pilot in 2018 and closely collaborating with the EIC Programme Managers³³, who are responsible for the active management of portfolios of EIC funded projects.

The contractor must make sure that, at the level of the whole EIC-CPP 3.0, the corporations and their challenges proposed to the Contracting Authority achieves a geographical balance with major regions of Europe (North, South, Western and Eastern Europe) being represented as well as match the EIC portfolio in terms of sectors.

The minimum participation requirements for EIC-CPP 3.0 activities are:

- Between 15-100 EIC Awardees participating per event.
- For a Multicorporate Day, the number of participating EIC Awardees should be minimum 20 (can be higher).

Each selected EIC Awardee will count with a contact person designated inside the Corporation ("Innovator Contact") for supporting the EIC Awardee in its relationship with the corporation. The purpose is to facilitate pre- and after- event exchange and guarantee the innovator a direct access to the corporation.

II. Application management and selection procedure for EIC Awardees to participate in an EIC-CPP 3.0 activity.

The application to participate in an activity of the EIC-CPP 3.0 must be open to all EIC-Awardees and it must be done via the application system on the EIC Community Platform. The methodology to be presented with the tender must include description of the process for the management of EIC Awardees' applications. The EIC Awardees must fulfil an application form prepared by the contractor with key information about their innovative solution and particularly, about the applicant interest and potential relation with the challenges of the corporate. The contractor must collect all the forms and present them to the Contracting Authority, which will check the suitability of the applicants. Once the Contracting Authority decides on the final list of EIC awardees, the contractor will share it with the corporate, which

https://eic.ec.europa.eu/eic-communities/eic-programme-managers en

will then choose the EIC Awardees that are most suitable/attractive to do business with and therefore be invited to this activity of the EIC-CPP 3.0

In addition to that, the tenderer should propose a methodology for the application and selection process, in particular:

- the template for the application form to participate in the EIC-CPP 3.0 activity (including a theoretical example).
- the planning for the organisation of an EIC-CPP 3.0 activity from the date of the event and taking into account the time needed for a high-quality preparation, as well as the periods when the European Commission and EISMEA are closed³⁴

The tenderer should also foresee a mechanism for improvement of this methodology following the quality survey of the EIC Awardees. The potential modifications and refining of this evaluation methodology will be agreed with the Contracting Authority at the inception report and the recurrent meetings of the EIC-CPP 3.0 Steering Committee (please see more on Steering Committee in section 1.4.8).

III. Preparation of selected EIC Awardees

At least 1 month before the matching-pitching day, the contractor must provide to the selected EIC Awardees a tailor-made training on "How to pitch and do business with..." customised to the particular corporate concerned. The corporations should be involved in the organisation of their particular training to increase the possibility of matching and adapting their proposal to the real needs of the corporation. This training should be provided online.

The methodology for the tailor-made preparation training must also include at least the following services, to be provided by the contractor:

- a 1h 1-to-1 compulsory session with a business expert for each EIC Awardee to understand their interests and provide advice on the best approach to deal with the corporation,
- a dry-run for their pitch with dedicated feedback and reiteration.
- final check of the pitch deck with detailed feedback.
- final check on the business proposal with detailed feedback.

At the end of the preparation training, the EIC Awardees should be at least: able to present a convincing pitching tailor-made for the corporation, have a detailed potential business offer and a proposal for the next steps in the collaboration with the corporate.

IV. The basic structure of the matching & pitching event

https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32022D1121(01)&from=EN

The basic structure must include an open pitching session, a 1-to-1 private session with specific representatives of the corporate/s per each EIC Awardee, a reverse pitching by the host Corporate/s, potential visit to the premises/labs of the Corporate/s, a presentation on the EIC and at least one quality networking event with food (stand-up/high tables) – the latter part could be open to external participants. Depending on the number of EIC Awardees invited, the event can take more than one day. The tenderer must suggest two formats of Corporate Days: smaller, with 1-3 pitching sessions and larger, with 4-5 pitching sessions, both with indicative agenda.

V. Helpdesk service

The contractor must provide a helpdesk service for the EIC Awardees to attend the event, particularly in terms of information about the logistics and problem solving regarding the application process and the selection procedure. In addition, the contractor must maintain contact with the corporate and facilitate the understanding between the Contracting Authority and the host corporate, adapting to the needs and special characteristics of each activity.

VI. Catering

The minimum standard for the catering is:

- Coffee breaks/breakfast: Coffee/tea, refreshments in the conference rooms, breakout rooms, water, juice, sweet and salty snacks, fruits.
- Lunch and/or dinner: Buffet at venue (provision of starters, salad, minimum 1 warm main meat or dish, min. 1 main warm vegetarian dish; desserts, coffee), including alcoholic and non-alcoholic beverages. Attention must be paid to religion, eating habits (i.e., vegetarian), and health problems.

The catering costs are to be shared between the contractor and the corporation (or can be covered fully by the corporation) depending on the special characteristics of each activity. In any case, any such costs, should they be incurred by the contractor, will not be reimbursed separately. Any such costs should be included on the all-inclusive price of the tender.

VII. Follow-up activities

The contractor must organise at least two follow-up activities:

1) Activity aimed at collecting feedback from participants and tracking the results of the event. The contractor will need to use the "Quality survey" (administered immediately after the event) and an "(Business) Impact survey" (administered 6 months after the event).

The contractor should also send, analyse and report about the "Business Impact questionnaire" for 6-8 EIC-CPP 3.0 activities that took place in the Q1 and Q2 of 2023.

2) The tenderer must propose a plan in its offer on how to ensure direct, regular and proactive follow-up with corporates and EIC Awardees after the Matching & pitching event. This plan must include the actions and additional support proposed by the tenderer to facilitate business deals between the corporate and EIC Awardees participating in each EIC-CPP 3.0 activity.

The tenderer must include in the offer the provision of a 1-to-1 expert "deal-maker" support for those EIC Awardees who participate in an EIC-CPP 3.0 activity and, on a voluntary basis, require an extra assistance (legal, financial, organisational...) to reach a business agreement with the corporation, especially to facilitate the signature of an NDA³⁵, an investment, a cooperation agreement, a business partnership, a licencing contract or similar.

The contracting authority will decide which EIC Awardees receive the expert "deal-maker" support after checking the requests and helping itself with the draft proposal of the contractor.

The contractor must regularly inform the contracting authority by dedicated reporting about this expertise services provided and their business impact.

The follow-up task shall be carried out in collaboration with the contract that will result from the EIC Work Program 2023 action with the title *V.6 Support to test EIC innovations for public and private procurers.*³⁶ Taking into account that the subject of the latter call for tenders will focus on the Procurement/Commercial Departments of the public and private buyers (including Corporates) the contractor shall develop synergies to maximize impact for both (the task described in this call for tenders and the activities of the above mentioned project).

The tender must include the methodology for the follow up activities that will be coordinated with the Contracting Authority at the inception report stage and during recurrent meetings of the EIC-CPP 3.0 Steering Committee.

VIII. Communication and promotion activities

The methodology presented by the tenderer for organising the EIC-CPP 3.0 activities must also describe the promotional activities aimed at attracting applications from targeted corporates and EIC Awardees, including:

- Sending customised emails (e.g., invitation, reminder, confirmation/denial etc) to a selected number of EIC Awardees based on their thematic match with the activity corporate's challenges.

_

³⁵ A non-disclosure agreement (NDA) is a legally binding contract that establishes a confidential relationship.

³⁶ EIC Work Programme 2023 F&T.pdf (europa.eu)

- Social media coverage (Twitter, LinkedIn, etc.) of the activities. The contractor must draft posts to be published on the Contracting Authority main social media accounts, as well as a press note max. 2 days after the event to be published at the Contracting Authority's website and on social media. It would be possible to add an extra press note before the event in case the Contracting Authority requests it.
- Dissemination of the calls for application for EIC-CPP 3.0 activities among external and internal stakeholders, acting as multipliers, able to promote it among EIC Awardees. e.g.: NCP³⁷s, EIC Programme Managers, EEN representatives and/or industry associations.
- Creation of a general presentation for the Contracting Authority, to be used at each EIC-CPP 3.0 event, custom made based on the field and industry of the concerned corporate.
- Regular meetings to define and implement the communication plan, as well as establish a strategy to attract media attention in collaboration with the communication department of the concerned corporate.
- Digital and printed showcase booklet with professional customised design featuring all the event participants (both EIC Awardees and participants from corporates) to be ready for dissemination at least 2 weeks before the event. The tenderer must provide with its tender an example of such a booklet. The final showcase booklet must be delivered in full compliance with the corporate visual identity of the European Commission and the design guide of the EISMEA.
- During the event, and in agreement with the communication department of the host corporate and the Contracting Authority, the contractor must ensure high-quality professional pictures and a professional video recording and editing to produce a set of pictures, a short video summarising the event (max. 2 minutes video) and interviews with at least 3 participating EIC Awardees and 1 top representative from the corporate.
- Specifically, for Multicorporate Days, the contractor will assure that all the Corporates involved are aligned with the purpose of the initiative and aware of the commitments needed from their side. The latter will be confirmed in the Declaration of Intent but also with a specific info-session online for representatives of all the Corporates to be held at least 1 month before the Matching & pitching event.

IX. Reporting of the Corporate Partnership Programme 2017-2023

The tenderer must provide the methodology to perform an analysis and reporting of the EIC Corporate Partnership Programme activities from 2017 until the time when the analysis takes place, including at least:

17

NCP = National Contact Points for Horizon Europe: https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/support/ncp

- surveys to the corporate representatives and EIC Awardees participating.
- testimonials.
- main data of the activities performed: applications, quality figures, follow-ups...
- lessons learnt and best practices.
- conclusions for the improvement of the collaboration between EIC Awardees and European corporations.

This reporting will be drafted and edited including photo-material in professional - high quality for publication.

The exact timing of performing the analysis will be agreed with the Contracting Authority.

The outcomes of the analysis should be taken into account by the contractor in the implementation of the contract.

If the contract is renewed, it will include a similar analysis encompassing the period from 2017 to 2026.

X. Sharing the collected business contacts

The contractor must create a database in the Contracting Authority IT system with all the business contacts collected for the organisation of the Corporate Partnership Programme activities.

Whenever the contractor constitutes a database that would contain specific information (data on visitors, etc.), it must ensure that the data protection requirements for personal data are respected and that any declarations for reuse of personal data for the purposes of this programme is respected (please refer to section 1.4.16).

XI. Coordination with EIC BAS

From the starting date of the contract, a close and efficient coordination, with the other contractors for the implementation of the EIC Business Acceleration Services activities, is necessary. This is even more for branding, learning and the use of the EIC Community Platform and the common EIC events' organisation IT tool (EIC Events Dashboard).

The EIC events organisation tool (EIC Events Dashboard) is an IT platform developed inhouse by the EIC used as the single and unique entry point for registration in all EIC Business Acceleration Services. The EIC-CPP 3.0 contractor will have full access to this tool and will use it to for all the fairs' organisation procedure.

The contractor must co-organise with other contractual operators of the EIC BAS, the EIC coordination meetings in order to collaborate, get synergies, agree on the operational planning of events, coordinate promotion campaigns of the EIC, find common approaches for interacting with EIC Awardees and synchronise the calendar of business missions within the deadlines to be met.

XII. Stakeholders of the contractor

The contractor must ensure synergies with:

- 1. Enterprise Europe Network³⁸. The contractor must inform the EEN regional/national consortium of the country where the programme activity takes about the EIC-CPP 3.0 initiative and its purpose. The contractor must propose the local EEN to join the public side of the EIC-CPP 3.0 activity. It should also disseminate the call for applications to EEN Thematic Groups.
- 2. High-level members of the EIC Board and EIC Ambassadors, especially those based in the country where the programme activity will take place.
- 3. Programme Managers of the EIC³⁹: The contractor must assure that the EIC Programme Managers are informed of the EIC-CPP 3.0 activities accordingly to their respectively areas of expertise with the purpose of promoting the EIC-CPP 3.0 activities to their portfolio of projects and receive their know-how. In the case of Multicorporate Days and Innovation Procurement, the Programme Manager could have a deeper implication in the organisation, especially with the selection of European challenges to be tackle by the initiative (see mention of EIC Programme Managers in page 12).

XIII. Contingency plan

The tenderer must provide a contingency plan, at least in case of:

- Withdrawn participation of a selected EIC Awardee or a corporation to the EIC-CPP 3.0 activities.
- Low level of applications,
- Low level of applications by EIC beneficiaries (less than 50 applications per activity).
- Late cancellation or/and non-expected modifications in programme activities (e.g., Corporations modifying their interest in the programme or the Contracting Authority changing its interest),
- continuity of the service in case of absence of one or several member/s of the tenderer's team.

The Contingency plan should rely on operational solutions within the price of the contract. No additional budget will be allocated, and no additional cost will be reimbursed.

XIV. Quality survey

_

^{38 &}lt;u>https://een.ec.europa.eu/</u>

³⁹ https://eic.ec.europa.eu/eic-communities/eic-programme-managers en

Within the first week after the Matching & pitching event of each EIC CPP activity, the contractor will ask the EIC Awardees who participated on it for feedback on the services that it provided to them through a quality survey via the EIC Events Dashboard. The tenderer must propose a methodology on how it will run the quality survey and a proposal of a template for the survey. The contractor shall collect the feedback from participants at least with regard to:

- the quality of the helpdesk.
- the quality of the briefing/training.
- the quality of the dissemination material (brochure/showcase).
- the quality of the corporate involvement.
- the practical and logistical organisation of the event.
- the net promoter score: likelihood that an Awardee would recommend the participation in the EIC-CPP 3.0.

The contractor will analysis the responses and summarise them in a brief report on each EIC CPP activity and will submit the brief report to the Contracting Authority.

1.4.6 EIC-CPP 3.0 activity Report

At the end of each EIC-CPP 3.0 activity, the contractor must provide an "Activity Report" (see section 1.4.12 Deliverables), including at least key figures information on the event (participants, list of corporate contacts,); the number and average quality of the business meetings per each selected EIC Awardee; the promotion/communication activities; the quality survey; the major difficulties and proposal for improvements; any other issues and add results of impact survey when finalised.

The contractor will propose a draft template of the activity report. The structure activity report may be refined at the inception report by the Contracting Authority.

1.4.7 Impact Survey and Impact Report

After 7-8 months of each EIC-CPP 3.0 activity, the contractor will send via the EIC IT platform to all the selected EIC Awardees participating in the activity an Impact Survey for feedback on the business output. The tenderer must propose a methodology on how it will run the Impact Survey and a template for the Impact Survey. This document must adhere to the EIC design guide.

The contractor shall collect the feedback in an Impact Report (see section 1.4.12 Deliverables) that will include information and analysis at least with regard to:

- The number of significant business leads/follow-ups.
- The willingness to apply again to EIC-CPP 3.0.
- The number and business size of deals.
- For those EIC Awardees that receive the expert deal-maker support after the Matching & pitching day: The quality of the support received.

The response rate to the impact survey should be 80%.

The overall quality of the business impact should be equal or higher than 7 out of 10.

In case of low-quality level (less than 7), the contractor needs to foresee a mechanism for improvement of its services. After agreement with the Contracting Authority, such improvement solutions shall be implemented by the contractor.

The contractor will analyse the responses and summarise them in an "Impact report". The main figures and conclusions should be presented in appealing visuals and graphics.

The results of the quality and impact survey should be updated regularly and made available for the contracting authority in the project space within the Contracting Authority IT platform.

1.4.8 General guidance on methodology

The successful implementation of the action relies on the effective implementation of the activities and tasks described in these tender specifications, in particular in Section 1.4.5 Tasks. This section and its sub-sections describe the tasks, the activities, the expected results, where relevant, and the minimum requirements that must be provided with the tender submission. The contractor however is encouraged to go beyond the minimum requirements.

The Contracting Authority will have a final decision on approving steps and services to be carried out by the contractor.

A Steering Committee will be set up with at least a representative of the contractor and a representative of the Contracting Authority for the strategic decisions. It will take "go" or "stop" decisions for activities (services or other) and necessary adjustments/re-adaptation/re-focusing of services based on identified business impact, an up-to-date need and/or changing policy requirements (modification to the EIC Work Programme or other policy decisions). Such adjustments/re-adaptations must not lead to changing the overall nature and requirements of the contract. Depending on their scale and impact, they may lead to contract modifications. The contracting authority applies a cautious approach to contract modification. If this will be the case, the contracting authority will consider them in strict application of Article 172 of the Financial Regulation.

The Steering Committee can decide about the priority given in the EIC-CCP to certain group of Awardees, e.g., EIC Accelerator Awardees. Additional representatives of the Contracting Authority/European Commission and the contractor may complement the Steering Committee, where necessary. The Steering Committee will meet at least once every 6 months.

In its methodology, the tenderer must foresee mechanisms for a flexible contract management, allowing for re-adaptation of the services to changing needs & portfolio analysis, results of the various pilot activities within the tasks, adaptations to changing policy requirements and all decisions of the Steering Committee (see preceding paragraph).

At the kick-off meeting, the Contracting Authority shall provide and give access to the contractor to the relevant EIC IT infrastructure for portfolio analysis, management of the application process when relevant and the organisation and promotion of the events.

The services must be provided to the EIC Awardees in English.

To ensure a successful delivery of the service the contractor should provide a team composed of the profiles (FTE positions) described in detail in Section 3.2.3 of these tender specifications.

1.4.9 Transition and Handover details at the end of the contract

The contractor must provide an adequate overview of the state of play at the end of the contract and must guarantee its cooperation for transition meetings and handing over the products and services developed under this contract, as well as their management, in a progressive, secured and orderly manner to the Contracting Authority or any party designated by the Contracting Authority.

To this end, the contractor will undertake the necessary actions to safeguard the continuity of the products and services developed. Together with its final report, the contractor will provide the full list of pre-existing rights, if any, within the result of the contract and provide evidence on their acquisition, to ensure the full use of the results and any pre-existing material (if applicable) by the contractor.

In their offer, tenderers are encouraged to include a Legacy Strategy explaining how they will enable a smooth transition to the Contracting Authority or to any party to be designated by the Contracting Authority. This strategy must ensure that IT tools and databases are compatible with the European Commission's information technology architecture and guidelines and also refer to the transfer of Intellectual Property Rights (see Articles I.10 and II.13 of the draft service contract).

1.4.10 Pictures and videos at a public event

It is the contractor's responsibility to make sure the necessary permission/agreements for taking pictures and filming have been obtained by the participants prior to the events.

Image rights disclosure forms have to be provided to and collected from the participants by the contractor via the registration/application process.

1.4.11 Websites to be hosted on EUROPA domain

All Commission websites, tools and online applications must be hosted on the europa.eu domain and respect the rules, guidelines, templates and legal provisions outlined in the Europa Web Guide and the use of EC visual identity.

Please check the Commission policy for web publication for full details.

1.4.12 Intellectual Property Rights

The intellectual property rights related to the services/studies are foreseen in Articles I.10 and II.13 of the draft service contract.

Parts of results pre-existing the contract

If the results are not fully created for the purpose of the contract this should be clearly pointed out in the tender. Information should be provided about the scope of pre-existing materials, their source and when and how the rights to these materials have been or will be acquired.

Plagiarism in the tender

In the tender all quotations or information originating from other sources and to which third parties may claim rights have to be clearly marked (such as: source publication including date and place, creator, number, full title etc.) in a way allowing easy identification.

1.4.13 Confidentiality and Data Protection

Confidentiality is required of all persons working or collaborating directly or indirectly in the performance of tasks following this call for tender, as they might come into contact with confidential information during the course of their work. Any breach of confidentiality will be treated as professional misconduct and could lead to the termination of the contract as set out in Article II.5 of the draft service contract.

Specific requirements relating to personal data and the protection thereof are set out in the draft service contract. The contractor is equally responsible for ensuring the application of this obligation in respect of any of his/her direct or indirect sub-contractors.

The contractor must ensure compliance with the applicable data protection rules at national and EU levels, including:

(1) the Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of

- personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data⁴⁰ and
- (2) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)⁴¹.

During the contract implementation, the contractor must comply with the Contracting Authority's personal data protection procedures, including models of data protection notice (e.g., for the website, event, survey, etc.) provided by the Contracting Authority, and with the general and specific contractual clauses I.9.2 and II.9.2, when processing personal data of stakeholders on behalf of Contracting Authority.

The contractor must cooperate with the Contracting Authority in ensuring that personal data is handled lawfully and if required not without explicit prior consent of the subjects involved (e.g., Awardees and their subcontractors).

In addition, the contractor will ensure that personal data is processed and accessible only within the territory of the European Union and the European Economic Area and will not leave that territory. Access to data may be given on a need-to-know basis only to authorised persons established in a country which has been recognised by the European Commission as providing adequate protection to personal data.

All websites, platforms, digital applications and online registration forms containing personal data must be hosted within the European Union and abide by the same legal obligations on personal data protection as provided in Article I.9.2 of the draft service contract.

1.4.14 Deliverables

The contractor must organise at least the following 31 activities within at most 30 months.

- At least 16 "EIC Corporate Days" 42.
- At least 13 "EIC Multicorporate Days" 43.
- At least 2 "EIC innovation partnership Corporate's Clients Capitalization".

40 <u>https://eur-lex.europa.eu/legal-content/EN/TXT/?qid=1543484984668&uri=CELEX:32018R1725</u>

https://eur-lex.europa.eu/eli/reg/2016/679/oj

Definition and standard procedure for the organisation of a "EIC Corporate Day" is included in the "Declaration of intent for an EIC Corporate Day" included in Annex 1 and online at: Declaration of Intent for EIC Corporate Days 2021.pdf (europa.eu)

Example of open call for interest addressed to Corporates to participate in an EIC Multicorporate Day on Construction: EIC Call for Interest for Corporates in the Construction sector: EIC MultiCorporate Day on ConTech | EIC Community (eismea.eu)

The same number of activities in total and the same number of activities per type must be organised in the 30 following months should the contract be renewed.

The contractor must provide the required deliverables, reports and documents in accordance with the conditions of the draft service contract.

When requested in the contract the report(s) and linked deliverables and documents will accompany the request(s) for payments.

Each report or document will be submitted in electronic format compatible with Microsoft Office (Word, Excel) and PDF or equivalent English.

The contractor must ensure that all reports under the contract are drafted in professional/high-quality English using a clear, concise, understandable, user-friendly language.

Materials and deliverables for publication (online and/or printed) will be of the highest linguistic quality and will have been edited and proofread by a native speaker or equivalent. All reports should be consistent in style (headings, margins, citations, bibliography, etc.).

It will remain contractor's responsibility to ensure a properly application of quotation and the verification of improper re-use of existing material.

The tenderer shall bear in mind as indicative timing:

- at least 4 months for the preparation of each of the EIC-CPP 3.0 activities.
- 1-2 months for the duration of the call for manifestation of interest.
- 1 month for the Activity Report after the activity.
- 7-8 months for the Impact report after the activity.

Intermediate outputs and deliverables

The contractor is required to deliver the following technical deliverables:

- A template for the application form to an EIC-CCP activity.
- The general timeline of an EIC-CPP 3.0 activity.
- A template for the showcase/brochure.
- A template to run the quality survey.
- A template to run the impact survey.
- A template of the activity report.
- A template of the impact report.
- A description of the structure of the preparatory training and support material.
- The analysis of the data collected on the impact of the actions carried out under this contract.
- The outcome of the quality survey of the selected EIC Awardees on the services provided.

- The work plan for 2023-2026 including the GANTT chart of use of resources to be presented in M2 after the signature of the contract.
- Communication plan for the promotion of the programme, the selected EIC Awardees and the EIC.
- Press notes including professional photos/videos of the preparatory sessions and during each EIC-CPP 3.0 activity to be published on the EIC Community platform, Contracting Authority's website and in the social media.

The contractor is required to deliver the following reports on the implementation of the contract:

- Inception report.
- Report on the EIC-CPP 3.0 since 2017 until 2023.
- Activity reports after one month of each of the 31 activities of the programme.
- Impact report after 7-8 months of each of the 31 activities of the programme.
- Interim progress reports.
- Final report.
- Publishable executive version of the impact report.
- Minutes of Steering Committee meetings.

Copies of each report must be submitted in English to the Contracting Authority in electronic form according to the timetable here below. Electronic files must be provided in Microsoft Word.

All documents to be submitted by the contractor must adhere to the Contracting Authority design guide and include the Contracting Authority logo accordingly.

1.4.15 Inception report

The inception report should detail how the methodology proposed by the contractor is going to be implemented in the light of an examination of the quality and appropriateness of existing data.

The Inception Report shall include:

- An approximate planning of tasks and timing, including a detailed plan from the first day after Contracting Authority's acceptance of the inception report until the day of the third onsite activity of the programme.
- The template for the Declaration of Intent for Corporates to apply to the EIC-CPP 3.0.
- The template for the application to an activity.
- An indicative pool of experts to run the evaluations of the applications for joint pilots between the EIC Awardees and the corporates after each of the programme activities. (Short description of the expert profiles, maximum half page of A4 paper).
- The template for the brochure/showcase.
- The plan of promotional material and communication activities.
- The template for the quality survey.

- The template for the impact survey.
- The template of the activity report.

The contractor will submit the inception report to the Contracting Authority within the deadline specified in the table below in Section 1.4.22 - Indicative timetable. The Contracting Authority will comment and accept or reject the inception report within 15 calendar days.

In case of renewal, an Inception report will not be needed.

1.4.16 Interim progress reports

The interim progress report (maximum 30 pages without annexes), shall include at least the following:

- The EIC portfolio analysis
- The first interim progress report should provide information about the work plan for 2023-2026.
- The report should contain information on possible problems encountered in the data collection activity as well as a calendar for the remaining activities to be carried out.
- The interim progress report, to be submitted every 6 months, will describe the activities performed according to the tasks described in Section 1.4.5 Tasks, planning for the remaining period of the contract, problems encountered and addressed.
- The contractor must report in and as from the second interim progress the number of deals and extra-deals signed including the documentation needed (written confirmation) and the amount.
- The Contracting Authority will approve/comment on the document submitted within the period indicated in the draft contract (Articles I.5 and II.21.7).

This reporting will be the same in case of renewal of the contract.

1.4.17 Final report

The final report shall include the overview of the activities carried out from the beginning until the end of this call for tender. It should contain also the Impact report (see Sections 1.4.10 and 1.4.12.

The final report will describe the activities performed; problems encountered and addressed findings and lessons learned from the project. It will also include a list of proposed recommendations for actions with a handover document including a methodology and strategy needed for possible continuation of the project.

The contractor must send to the Contracting Authority a publishable executive summary of the final and impact report that must follow the content, structure and graphic requirements indicated in section 2 below.

The Contracting Authority will approve/comment on the final report and executive summary submitted within the period indicated in the draft contract (Articles I.5 and II.21.7).

This reporting will be the same in case of renewal of the contract.

1.4.18 Meetings

The contractor must organise every 6 months coordination meetings with the Contracting authority. Those should be online meetings unless there is another decision validated by both sides. Any costs incurred for such meetings are to be borne by the contractor. No additional reimbursement will follow.

Those meetings must be organised in the same way in case of renewal of the contract.

1.4.19 Indicative timetable

The tenderer shall propose in its offer a detailed work plan for the initial period of 30 months, which clearly indicates the sequences and timing of the work. It must take into consideration the following time-table milestones:

| Timetable (months/weeks/days) | Meetings | Actions/Deliverables |
|------------------------------------|--|---|
| Reference date T0 | | Contract signature by both parties and contract enters into force. Start date of the contract term. |
| T0 + 1 week | | Nominating the members of and setting up the Steering Committee. |
| T0 + 3 week | | Submission of the draft Inception report. |
| T0 + 4 weeks | Kick-off meeting - online or in-person | Kick-off for the members of the Steering Committee. |
| T0 + 2 months | | Submission of draft Work Plan and GANTT chart for 2023-2026. |
| T0 + (TBC at the kick-off meeting) | | Submission of the first draft of the report on the EIC-CPP 3.0 since 2017, best practices and analysis. |
| T0 + 6 months | | Submission of first Interim progress report. Submission of the invoice for first interim payment of 30%. |
| T0 + 6 months + 1 week | Coordination meeting - online | |

| | T | |
|-------------------------|----------------------------------|--|
| T0 + 12 months | | Submission of the second Interim progress report. |
| | | Submission of the invoice for second interim payment of 30%. |
| | | Submission of the invoice for additional remuneration (if applicable) supported by the proof |
| T0 + 12 months + 1 week | Coordination meeting online | Submission of updated Work plan and Gantt chart for 2025-2026. |
| Month 18 | | Submission of the third Interim progress report. |
| T0 + 18 months + 1 week | Coordination meeting - online | |
| T0 + 24 months | | Submission of the fourth Interim progress report. |
| | | Submission of the invoice for the third interim payment of 30%. |
| | | Submission of the invoice for additional remuneration (if applicable). |
| T0 + 24 months + 1 week | Coordination meeting - online | |
| T0 + 30 months | Meeting - online | Submission of the Final report. |
| | | Submission of the invoice for the payment of the balance. |
| | | Submission of the invoice for additional remuneration (if applicable). |
| | | End date of the contract term for the initial period. |
| | | |

The tenderer shall also propose in its offer a detailed work plan for the optional renewal period of 30 months, which clearly indicates the sequences and timing of the work. The timetable of elements in case of renewal will have the same actions/deliverables and meetings as the first 30 months without the need for the presentation of an Inception Report to the Contracting Authority.

1.4.20 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 the publishable versions of the 2 reports mentioned above, abstract and executive summary, the contractor must respect the W3C guidelines for accessible pdf documents as provided at: http://www.w3.org/WAI/.

For full details on the Commission policy on accessibility for information providers, see: https://wikis.ec.europa.eu/display/WEBGUIDE/01.+Accessibility+overview

1.4.21 Graphic requirements

The contractor must deliver the reports and all publishable deliverables in full compliance with the Contracting Authority design guide and 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 the Contracting Authority's contractors. No template will be provided to tenderers while preparing their tenders.

1.4.22 Performance indicators

The activities and tasks to be implemented by the contractor will be assessed against the general and specific objectives defined in Section 1.4.5 and previous in these tender specifications. In addition, the following shows the expected results and performance indicators in concise and approximate terms, so as to give a general idea of what is requested from the contractor.

The Quality Survey of the selected EIC Awardees after each of the services provided by the contractor must include questions on the following services/activities to get information on the quality perceived by the EIC Awardees:

- Helpdesk.
- Preparatory training service.
- Follow-up on demand expert service.
- Drafting of the showcase/brochure.
- Promotion activities.
- Logistics.
- Net promoter score.

The contractor will seek for the following performance indicators. Any poor quality in the deliverables may result in a proportional price reduction, based on Article II.16 of the direct service contract:

- The response rate to the quality survey should be at least 90% in average. The rating of the selected EIC Awardees should be at least 3 points out of 5 for each of the services listed above and 90% net promoter score.
- 100% corporates recommending the activity.
- Number of applicants (EIC Awardees) at least 40 per EIC-CPP 3.0 activity.
- Number of established business cooperation deals⁴⁴ by selected EIC Awardees participating at the programme activity at least 2 deals signed within 6-12 months from the pitching/matching event per programme activity. To prove such deal the contractor must submit a summary of the content/purpose of the business deal to the extent that is possible at that stage of the deal and with a written confirmation by the EIC Awardee (could be submitted via impact survey) and the Corporate partner.
- Number of corporates that fulfil the EIC-CPP 3.0 criteria and apply as potential partners to the EIC-CPP 3.0 call at least 15 per year.

1.4.23 Remuneration for additional successful business deals

The contractor can claim an additional remuneration of EUR 5.000 per each business cooperation deal, signed within 12 months of the pitching/matching event per EIC-CPP 3.0 activity, that goes beyond the above-mentioned minimum 2 deals.

To receive such additional remuneration, the contractor must present to the Contracting Authority a summary of the content of the business deal with a written confirmation signed by the EIC Awardee (could be submitted via impact survey) and signed by the Corporate partner.

The maximum of additional business cooperation deals that can be additionally remunerated per EIC-CPP 3.0 activity is 3 (so maximum EUR 15.000) and the total amount foreseen in the EIC-CPP 3.0 for such additional remuneration, for the whole duration of the initial contract, is EUR 200.000. In case of contract renewal, the same total, under the same conditions, will apply.

The contractor can claim this additional remuneration as of the second interim payment onwards with a separate invoice. The invoice must be accompanied by the summary of the content of the business deal and the written confirmation signed by the EIC Awardee and the Corporate partner.

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

The services will be performed at the following locations:

- the contractor's premises
- any Member State of the European Union and/or Horizon Europe Associated country, for the meetings and events,

-

⁴⁴ The "business cooperation deals" are defined as: a written singed agreement between a EIC Awardee and the Corporate involved in an activity of the EIC-CPP 3.0 that entails financial transaction and/or contribution (including in kind) in relation to the innovation solution presented during the EIC-CPP 3.0 activity. This includes but is not limited to: Proof of concept/testing activity, licencing, investment, sales.

• Online

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

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

In direct contracts all the terms governing the provision of the services, 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 full set of procurement documents, including the provisions of the draft contract as the latter will define and govern the contractual relationship to be established between the contracting authority and the successful tenderer. Special attention is to be paid to the provisions specifying the rights and obligations of the contractor, in particular those on payments, performance of the contract, confidentiality, and checks and audits.

Please be aware that if a tenderer to whom the contract is awarded (any of the group members in case of a joint tender) has established debt(s) owed to the Union, the European Atomic Energy Community or an executive agency when the latter implements the Union budget, such debt(s) may be offset, in line with Articles 101(1) and 102 of Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union (Financial Regulation)⁴⁵ and the conditions set out in the draft contract, against any payment due under the contract. The contracting authority will verify the existence of overdue debts of the successful tenderer (any of the group members in case of a joint tender), and, if any such debt is found, will inform the tenderer (the group leader in case of a joint tender who will then have the obligation to inform all other group members before signing the contract) that the debt(s) may be offset against any payment under due the contract.

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

The maximum total amount for the execution of all purchases under this call for tenders is EUR 5.000.000, as indicated under Section II.1.5 of the contract notice. No financial offer above this amount will be considered. The volumes/values of the purchases over the total duration of the contract are specified in Section 1.4 of these specifications.

The maximum total amount of all purchases under this call for tenders for the initial contract term is EUR 2.500.000, including all possible expenses and additional remuneration. The

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).

maximum total amount excluding additional remuneration is EUR 2.300.000. No financial offer for the initial contract above this amount will be considered.

The maximum total amount of all purchases under this call for tenders for the possible contract renewal is EUR 2.500.000, including all possible expenses and additional remuneration. The maximum total amount excluding additional remuneration is EUR 2.300.000. No financial offer for the initial contract above this amount will be considered.

Tenderers' financial offers, for the initial period of the contract, should present a breakdown of the price per each activity and each task, taking into account that:

- General coordination tasks should not exceed 10% of the total price;
- Communication and promotion activities should not exceed 10% of the total price;

Tenderers' financial offers, for the renewal period of the contract, should present a breakdown of the price per each activity and each task, taking into account that:

- General coordination tasks should not exceed 10% of the total price;
- Communication and promotion activities should not exceed 10% of the total price;

Within three years following the signature of the contract resulting from the current call for tenders, the Contracting Authority may use the negotiated procedure under point 11.1.e of Annex 1 to the Financial Regulation to procure new services (especially – but not limited to the services related to the events, the assistance and the help desk) from the contractor up to a maximum of 50 % of the initial contract value. These services will consist in the repetition of similar services entrusted to the contractor and will be awarded under the following conditions:

- if there is a need to develop further actions in this area;
- if there is high demand on the services offered through this contract due for example to the new types of Awardees or Awardees from associated programmes to be included in the Business Acceleration Services.

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

The contract resulting from this call for tenders will be concluded for at most 60 months, with an initial contract term of at most 30 months and one possible renewal of the contract for at most 30 months. The details of the initial contract duration and possible renewals are set out in the draft contract.

The renewal of the contract will depend on the fulfilment of all the following conditions:

- existence of relevant budget by the Contracting Authority;
- existence of the same specific needs of the Contracting Authority;
- excellent performance of the contractor in relation to the implementation of the tasks foreseen for the initial contract.

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

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

2 GENERAL INFORMATION ON TENDERING

2.1 Legal basis: what are the rules?

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

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

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

Tenderers must ensure that no involved entities (see Section 2.4) nor any subcontractors, including those which do not need to be identified in the tender (see Section 2.4.2), are subject to <u>EU restrictive measures⁴⁶</u> adopted under Article 29 of the Treaty on the European Union (TEU) or Article 215 of the Treaty on the Functioning of the EU (TFEU)⁴⁷, consisting of a prohibition to make available or transfer funds or economic resources or to provide financing or financial assistance to them directly or indirectly, or of an asset freeze. The prohibition applies throughout the whole performance of the contract.

Following the Council Implementing Decision (EU) 2022/2506⁴⁸, as of 16th December 2022, no legal commitments can be signed with Hungarian public interest trusts established under Hungarian Act IX of 2021 or any entity they maintain. This applies to all contractual level commitments, including subcontractors.

Participation in this call for tenders is open on equal terms to all natural and legal persons coming within the scope of the Treaties⁴⁹, as well as to international organisations.

It is also open to all natural and legal persons established in a third country provided that it has a special agreement with the European Union in the field of public procurement, such as the Stabilisation and Association Agreements (SAA) or the European Economic Area Agreement (EEA), on the conditions laid down in these agreements⁵⁰, on the conditions laid down in that agreement.

_

⁴⁶ https://www.sanctionsmap.eu/#/main

Please note that the EU Official Journal contains the official list, and, in case of conflict, its content prevails over that of the EU Sanctions Map.

https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32022D2506

⁴⁹ https://european-union.europa.eu/principles-countries-history/principles-and-values/founding-agreements en

⁵⁰ Third countries which have a special agreement with the European Union in the field of public procurement are:

The Agreement on Government Procurement⁵¹ concluded within the World Trade Organisation does not apply. Therefore, the participation to this call for tenders is not open to natural and legal persons established in the countries that have ratified this Agreement.

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

Participation in this call for tenders is also open on equal terms to natural and legal persons established in a third country eligible for funding under the Horizon Europe programme⁵²⁵³. Third countries negotiating association to the Horizon Europe programme will be treated as associated countries provided that the association agreement with the third country concerned applies at the time of the award of the contract.

To enable the contracting authority to verify the access, each tenderer must indicate its country of establishment (in case of a joint tender – the country of establishment of each group member) in *Annex 5 - Letter of submission* and must present the supporting evidence normally acceptable under the law of that country. The same document(s) could be used to prove the 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 participate in this call for tenders must be registered in the Participant Register - an online register of organisations and natural persons (participants) participating in calls for tenders or proposals of the European Commission and other EU institutions/bodies.

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

[•] Under the Stabilisation and Association Agreements (SAA): North Macedonia, Albania, Montenegro, Bosnia and Herzegovina, Serbia, Kosovo:

[•] Under the European Economic Area (EEA) Agreement: Iceland, Norway and Liechtenstein.

https://www.wto.org/english/tratop_E/gproc_e/gp_gpa_e.htm.

https://research-and-innovation.ec.europa.eu/funding/funding-opportunities/funding-programmes-and-open-calls/horizon-europe en

https://eur-lex.europa.eu/eli/reg/2021/695/oj Regulation (EU) 2021/695 of the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe – the Framework Programme for Research and Innovation, laying down its rules for participation and dissemination, and repealing Regulations (EU) No 1290/2013 and (EU) No 1291/201

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

At any moment during the procurement procedure, the Research Executive Agency Validation Services (hereafter *the EU Validation Services*) may contact the participant and ask for supporting documents on legal existence and status [and financial capacity]. The requests will be made through the register's messaging system to the e-mail address of the participant's contact person indicated in the register. It is the responsibility of the participant to provide a valid e-mail address and to check it regularly. The documents that may be requested by *the EU Validation Services* are listed in the EU Grants and Tenders Rules on Legal Entity Validation, LEAR appointment and Financial Capacity assessment⁵⁴.

• 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)⁵⁵. In either case subcontracting is permitted.

Tenders must be drawn and submitted in complete independence and autonomously from the other tenders. A declaration in this regard by each tenderer (in case of a joint tender, by each of its members) shall be requested (*Annex 2 - Declaration on honour on exclusion and selection criteria*).

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

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

A natural or legal person may act as subcontractor for several tenderers as long as the tenders are drawn and submitted in complete independence and autonomously from each other.

_

^{54 &}lt;a href="https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/common/guidance/rules-lev-lear-fca">https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/common/guidance/rules-lev-lear-fca en.pdf

⁵⁵ Each economic operator participating in the joint tender is referred to as "group member".

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

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

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

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

The role of each entity involved in a tender must be clearly specified in the eSubmission application: i) sole tenderer, ii) group leader (in case of a joint tender), iii) group member (in case of a joint tender), or iv) subcontractor⁵⁶.

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

2.4.1 Joint tenders

A joint tender is a situation where a tender is submitted by a group (with or without legal form) of economic operators regardless of the link they have between them in the group. The group as a whole is considered a tenderer⁵⁷.

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

Group members must appoint from among themselves a group leader (the group leader) as a single point of contact authorised to act on their behalf in connection with the submission of

Only identified subcontractors (see Section 2.4.2) must be specified in the eSubmission application.

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.

the tender and all relevant questions, clarification requests, notifications, etc., that may be received during the evaluation, award and until the contract signature. All group members (including the group leader) must sign an Agreement/Power of attorney drawn up in the model attached in *Annex 3 - Power of attorney*.

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

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

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

- case of a merger or takeover of a group member (universal succession), provided that the following cumulative conditions are fulfilled:
 - o the new entity is not subject to restrictive measures, has access to procurement (see Section 2.2) and is not in an exclusion situation (see Section 3.1),
 - all the tasks assigned to the former entity are taken over by the new entity member of the group,
 - o the group meets the selection criteria (see Section 3.2),
 - o the change must not make the tender non-compliant with the procurement documents.
 - o the terms of the originally submitted tender are not altered substantially and the evaluation of award criteria of the originally submitted tender are not modified,
 - o the new entity undertakes to replace the former entity for the implementation of the contract, in case of an award.
- case where a group member is subject to restrictive measures or does not have access to procurement (see Section 2.2) or is in an exclusion situation (see Section 3.1), provided the following cumulative conditions are fulfilled:
 - o none of the remaining group members is subject to restrictive measures (see Section 2.2),
 - o all the remaining group members have access to procurement (see Section 2.2),
 - o the remaining group members meet the selection criteria (see Section 3.2),
 - o the change must not make the tender non-compliant with the procurement documents,
 - o the terms of the originally submitted tender are not altered substantially and the evaluation of award criteria of the originally submitted tender are not modified,

- o the continuation of the participation of the remaining group members in the procurement procedure does not put the other tenderers in a competitive disadvantage,
- o the remaining group members undertake to implement the contract, in case of an award, without the excluded group member.

The replacement of the group member not having access to procurement or in a situation of exclusion is not allowed.

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

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

- subcontractors on whose capacities the tenderer relies upon to fulfil the selection criteria as described under Section 3.2.
- subcontractors whose intended individual share of the contract, known at the time of submission, is above 20 %.

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

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

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

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

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

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

In order to fulfil the selection criteria a tenderer may also rely on the capacities of other entities (that are not subcontractors), regardless of the legal nature of the links it has with them. It must in that case prove that it will have at its disposal the resources necessary for the performance of the contract by producing a commitment letter in the model attached in *Annex* 5.2 - *Commitment letter by an entity on whose capacities is being relied*, signed by the authorised representative of such an entity, and the supporting evidence that those other entities have the respective resources⁵⁸.

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

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

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

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

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

_

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

3 EVALUATION AND AWARD

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

- Check if the tenderer is not subject to restrictive measures and has access to procurement (see Section 2.2) *Annex 5 Letter of Submission*.
- Verification of administrative compliance (if the tender is drawn up in one of the official EU languages and the required documents *Annex 5 Letter of Submission* and *Annex 3 Power of Attorney* 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 tenderers for whom the verification of all elements did not reveal grounds for rejection can be awarded the contract resulting from this call for tenders.

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

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

3.1 Exclusion criteria

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

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

As evidence of non-exclusion, each tenderer⁵⁹ needs to submit with its tender a Declaration on Honour⁶⁰ in the model available in *Annex 2 - Declaration on honour on exclusion and selection criteria*.⁶¹ The declaration must be signed by an authorised representative of the entity providing the declaration. Where the declaration has been signed by hand, the original does not need to be submitted to the contracting authority, but the latter reserves the right to request it from the tenderer at any time during the record-keeping period specified in Section 4.3.

The initial verification of non-exclusion of tenderers will be done on the basis of the submitted declarations and consultation of the <u>European Union's Early Detection and Exclusion System.</u>

The documents mentioned in the Declaration on Honour as supporting evidence on non-exclusion must be provided with the tender⁶².

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

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

If the tenderer does not provide valid documentary evidence within the deadlines set by the contracting authority, the latter reserves the right to reject the tender. In any event, in case a tenderer proposed for the award of the contract fails to comply with the above evidence

⁵⁹ See Annex 1 which of the involved entities participating in a tender need to provide the Declaration on Honour.

⁶⁰ The European Single Procurement Document (ESPD) may not be used yet in European Commission's calls for tenders.

⁶¹ 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:

⁻ if the same documents have already been provided in a previous award procedure of the European Commission, have been issued no more than one year before the date of their request by the contracting authority and are still valid at that date.

⁻ if such evidence can be accessed by the contracting authority on a national database free of charge, in which case the economic operator shall provide the contracting authority with the internet address of the database and, if needed, the necessary identification data to retrieve the document.

⁻ if there is a material impossibility to provide such evidence.

requirement, its tender will be rejected, unless the tenderer can justify the failure on the grounds of material impossibility to provide such evidence.

Annex 1 - List of documents to be submitted with the tender or during the procedure specifies which of the involved entities participating in a tender need to provide the Declaration on Honour and, when requested by the contracting authority, the supporting evidence.

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

3.2 Selection criteria

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

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

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

When submitting its tender each tenderer shall declare on honour that it fulfils the selection criteria for this call for tenders. The model Declaration on Honour available in *Annex 2 - Declaration on honour on exclusion and selection criteria* 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) and the information included in the tables in *Annex 2.1 - Statement on turnover* and *Annex 2.2 - Technical capacity* fully completed.

The subsections below specify which selection criteria evidence must be provided with the tender or may be requested later, at any time during the procurement procedure, within a deadline given by the contracting authority ⁶³.

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

⁶³ The obligation to provide the supporting evidence will be waived in the following situations:

⁻ if the same documents have already been provided in a previous award procedure of the European Commission and are still up to date.

if such evidence can be accessed by the contracting authority on a national database free of charge, in which case the economic operator shall provide the contracting authority with the internet address of the database and, if needed, the necessary identification data to retrieve the document.

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

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

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

3.2.1 Legal and regulatory capacity

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

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

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

In addition, involved entities (see Section 2.4) and all subcontractors, including those which do not need to be identified in the tender (see Section 2.4.2), must not be subject to <u>EU</u> restrictive measures adopted under Article 29 of the Treaty on the European Union (TEU) or Article 215 of the Treaty on the Functioning of the EU (TFEU)⁶⁴ that constitute a legal impediment to perform the contract. This requirement will be assessed by reference to the EU restrictive measures in force. Therefore, the tenderer is not required to submit any evidence of not being subject to EU restrictive measures.

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 for

Please note that the EU Official Journal contains the official list, and, in case of conflict, its content prevails over that of the EU Sanctions Map.

| | which the accounts have been closed, shall be above EUR | | | | | | | |
|----------------------|---|--|--|--|--|--|--|--|
| | 1,000,000. | | | | | | | |
| Basis for assessment | This criterion applies to the tenderer as a whole, i.e., a | | | | | | | |
| | consolidated assessment of the combined capacities of all | | | | | | | |
| | involved entities will be carried out. | | | | | | | |
| 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 involved entity, or, failing that, appropriate | | | | | | | |
| | statements from banks. The most recent year must have | | | | | | | |
| | been closed within the last 18 months. | | | | | | | |

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

Only subcontractors contributing to the combined financial and economic capacity of tenderers should submit with the tender the following evidence of economic and financial capacity:

✓ Copy of the Profit and Loss accounts for the last two years for which the accounts have been closed from each concerned legal entity.

Failing that,

✓ Appropriate statements from banks.

Or,

✓ Evidence of professional risk indemnity insurance.

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

3.2.3 Technical and professional capacity

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

Tenders must provide in their tender the table in Annex 2.2 – Technical capacity of these tender specifications, exhaustively completed with all the necessary information.

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:

3.2.3.1 Criteria relating to tenderers

Criterion T1

The tenderer must prove experience in the field of open innovation and international business events organisation, providing services such as, business analysis, logistics, customised services for companies and promotion/communication. The experience must demonstrate capacity in assisting startups/scaleups to establish business collaborations with large corporation, including capacity to mobilise a network of large corporations.

| NATION 1 1 1 C | | | | | | | | | |
|---------------------------|--|--|--|--|--|--|--|--|--|
| Minimum level of capacity | - The tenderer must provide references for at least 2 | | | | | | | | |
| | projects successfully delivered in organising | | | | | | | | |
| | international business events in the last 5 years preceding | | | | | | | | |
| | the tender submission deadline, with a minimum value | | | | | | | | |
| | for each project of EUR 200.000. | | | | | | | | |
| | - The tenderer must provide references for at least 2 other | | | | | | | | |
| | projects (different from the 2 projects above), completed | | | | | | | | |
| | in the last three years preceding the tender submission | | | | | | | | |
| | deadline, with a minimum value for at least one of them | | | | | | | | |
| | of EUR 100.000. These 2 projects must relate to the | | | | | | | | |
| | business collaboration between large corporations and | | | | | | | | |
| | startups/scaleups trade fairs, start-ups, and innovative | | | | | | | | |
| | business. It must include the marketing channels, actors | | | | | | | | |
| | involved and measurable impact in business and in the | | | | | | | | |
| | media as well as visual promotional products developed, | | | | | | | | |
| | including videos. | | | | | | | | |
| Basis for assessment | This criterion applies to the tenderer as a whole, i.e., the | | | | | | | | |
| | consolidated assessment of combined capacities of all | | | | | | | | |
| | volved entities will be carried out. | | | | | | | | |
| Evidence | A list of projects meeting the minimum level of capacity. | | | | | | | | |
| | The list shall include details of their title, start and end | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | dates, total project amount and scope, role of implementing entity (leader, group member, subcontractor, etc.) and | | | | | | | | |
| | | | | | | | | | |
| | entity (leader, group member, subcontractor, etc.) and task(s) actually executed by the implementing entity, and | | | | | | | | |
| | entity (leader, group member, subcontractor, etc.) and task(s) actually executed by the implementing entity, and amount invoiced. In case of projects still ongoing, only the | | | | | | | | |
| | entity (leader, group member, subcontractor, etc.) and task(s) actually executed by the implementing entity, and | | | | | | | | |
| | entity (leader, group member, subcontractor, etc.) and task(s) actually executed by the implementing entity, and amount invoiced. In case of projects still ongoing, only the portion completed during the reference period will be taken | | | | | | | | |
| | entity (leader, group member, subcontractor, etc.) and task(s) actually executed by the implementing entity, and amount invoiced. In case of projects still ongoing, only the portion completed during the reference period will be taken | | | | | | | | |
| | entity (leader, group member, subcontractor, etc.) and task(s) actually executed by the implementing entity, and amount invoiced. In case of projects still ongoing, only the portion completed during the reference period will be taken into consideration. | | | | | | | | |
| | entity (leader, group member, subcontractor, etc.) and task(s) actually executed by the implementing entity, and amount invoiced. In case of projects still ongoing, only the portion completed during the reference period will be taken into consideration. As supporting documents for each project reference, the | | | | | | | | |

Criterion T2

The tenderer must prove experience in the fields of business analysis, training and matchmaking. The experience must demonstrate tenderer's capacity to analyse the business needs of the matching partners and provide matching services to startups/scaleups looking for collaboration with large corporations.

| Minimum level of capacity | The tenderer must provide 2 references to at least projects and/or services completed/delivered in the last three years preceding the tender submission deadline with a minimum value for each project/service of EUR 200.000. These 2 projects must have been delivered in these fields, including the selection, training, and matchmaking of international companies. | | | | | | |
|---------------------------|---|--|--|--|--|--|--|
| Basis for assessment | This criterion applies to the tenderer as a whole, i.e., the consolidated assessment of combined capacities of all involved entities will be carried out. | | | | | | |
| Evidence | The tenderer shall present at list of projects managed that meet the minimum level of capacity on business analysis, training and matchmaking. The list shall include details of their title, start and end dates, total project amount and scope, role of implementing entity (leader, group member, subcontractor, etc.) and task(s) actually executed by the implementing entity, and amount invoiced. In case of projects still ongoing, only the portion completed during the reference period will be taken into consideration. A substantiated declaration confirming that the tenderer has the capacity to mobilise a pool of at least 10 experts with long-term professional experience (more than 10 years) in business deal-making available to provide the preparatory training and the dealmaking activity(-ies). A list of the experts available to be mobilised when needed must support the declaration. | | | | | | |
| | o to the ma | | | | | | |

Criterion T3

The tenderer must prove capacity to work and draft reports in English.

| Minimum level of capacity | At least 3 projects completed in the last 5 years preceding the | | | | | | | |
|---------------------------|---|--|--|--|--|--|--|--|
| | tender submission deadline that involved the preparation and | | | | | | | |
| | submission of reports in English. | | | | | | | |
| Basis for assessment | This criterion applies to the tenderer as a whole, i.e., the | | | | | | | |
| | combined capacities of all involved entities (all members of | | | | | | | |
| | the group and identified subcontractors). | | | | | | | |
| Evidence | A list of projects meeting the minimum level of capacity. The | | | | | | | |
| | list shall include details of their title, start and end dates, total | | | | | | | |
| | project amount and scope, role of implementing entity (leader, | | | | | | | |

group member, subcontractor, etc.) and task(s) actually executed by the implementing entity, and amount invoiced. In case of projects still ongoing, only the portion completed during the reference period will be taken into consideration.

As supporting documents for each project reference, the *Contracting authority* may request statements issued by the clients and take contact with them.

3.2.3.2 Criteria relating to the team delivering the service

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

The team delivering the service shall be assessed for the tenderer as a whole, i.e., the team members can be proposed by all *involved entities* (*including partners and subcontractors*). The team should include, as a minimum, the following profiles.

Evidence will consist in CVs in EUROPASS format of the team responsible to deliver the service. Each CV should indicate the intended function in the delivery of the service.

A detailed CV in the EUROPASS format⁶⁵ must specify:

- Educational and professional qualifications and experience in areas relevant to the subject of these tender specifications.
- Different diplomas or degrees obtained.
- Level of the languages spoken.

The contractor shall ensure that the staff members listed in the technical offer are effectively available when the contract begins. The contractor shall also ensure that the quality of the staff assigned remains the same during the contract performance. Any change in personnel shall be notified promptly. The staff members can only be replaced with consent of the contracting authority which verifies that the staff proposed for replacement has equivalent level of expertise. The Contractor shall ensure business continuity in terms of quantity and quality throughout the project.

The team should include, as a minimum, the following profiles.

- At least **1 Lead Project manager** responsible for the project management, including overseeing project delivery and its quality control.

⁶⁵ https://europa.eu/europass/en/create-europass-cv

- At least 1 Senior expert in Business partners search, matching and business follow-up in charge of the onboarding of business partners, the international business advising and the matching and follow-up of business partnerships. Responsible for the organisation and evaluation of the corporate pilot applications after each of the EIC-CPP 3.0 activities.
- At least 1 Senior business dealmaker, responsible for the specific expert dealmaking support provided for selected EIC Awardees after the Matching & pitching day in the 31 activities (Corporate, Multicorporate and CCC) to be organised. He/she will be supporting/mentoring founders by acting as "adviser", counsel and strategist also on legal and financial matters.
- At least **1 Senior expert in Logistics and event organisation**. Responsible for logistics and organisation of all the events of the programme.
- At least 1 Senior expert in Business and investment readiness, responsible for the preparation of the selected EIC Awardees to profit their participation in the programme activities, including the preparatory workshop and trainings organised before each programme activity.
- At least **1 Expert in Data collection and reporting**. Responsible for data collection and reporting from all the activities of the programme.
- At least **1 expert in Community management and communication**. Responsible for the management of the EIC-CPP 3.0 at the online EIC Community platform and communication/dissemination of the programme and its impact.

| Criterion P1 | | | | | | | | |
|--|---|--|--|--|--|--|--|--|
| At least 1 Lead Project manager. | | | | | | | | |
| Minimum level of capacity Basis for assessment | At least 10 years' experience in project management, including overseeing project delivery, quality control of delivered service, client orientation and conflict resolution experience in projects of a similar size (at least EUR 1.000.000), and At least 10 years' experience in leading international projects on the topics covered by this tender procedure with experience in management of a team of at least 7 people. This criterion applies to the individual proposed. | | | | | | | |
| Evidence | CV with a list of relevant projects managed. | | | | | | | |
| | Criterion P2 | | | | | | | |
| At least 1 Senior expert in Bu | isiness partners search, matching and business follow-up. | | | | | | | |
| - At least 5 years' experience on onboarding of business advising, matching a follow-up of business partnerships At least 5 years of experience working w startups/scaleups and corporates on open innovation environment. | | | | | | | | |

| Basis for assessment | This criterion applies to the individual proposed. | | | | | | | | |
|--|---|--|--|--|--|--|--|--|--|
| Evidence | CV with a list of relevant projects managed. | | | | | | | | |
| Direction | | | | | | | | | |
| Criterion P3 | | | | | | | | | |
| At least 1 Senior expert in Business dealmaking. | | | | | | | | | |
| Minimum level of capacity | dealmaking (e.g.: deals with large corporations as the ones targeted by the EIC-CPP 3.0) - At least 5 years of experience supporting fast growth technology companies to scale via business deals. | | | | | | | | |
| Basis for assessment This criterion applies to the individual proposed. | | | | | | | | | |
| Evidence | CV with a list of relevant projects managed. | | | | | | | | |
| | Criterion P4 | | | | | | | | |
| At least 1 Senior expert in Lo | gistics and event organisation. | | | | | | | | |
| Minimum level of capacity At least 5 years of experience in organising internation business events with representatives from more than 10 E Member States or associated countries to Horizon Europanies (present at least 10 EU Member States or associated countries Horizon Europe) | | | | | | | | | |
| Basis for assessment | This criterion applies to the individual proposed. | | | | | | | | |
| Evidence | CV with a list of relevant projects managed. | | | | | | | | |
| | Criterion P5 | | | | | | | | |
| At least 1 senior expert in Business and investment readiness. | | | | | | | | | |
| Minimum level of capacity At least 5 years of professional experience in managemen of training/mentoring/coaching/briefing and peer to peel learning methodologies, in particular in the fields of international business and startup-corporate oper innovation. | | | | | | | | | |
| Basis for assessment | This criterion applies to the individual proposed. | | | | | | | | |
| Evidence | CV with a list of relevant projects managed. | | | | | | | | |
| | Criterion P6 | | | | | | | | |
| At least 1 expert in Data colle | ection and reporting. | | | | | | | | |
| Minimum level of capacity | At least 3 years of professional experiences in the field of data collection and business reporting. | | | | | | | | |
| Basis for assessment | This criterion applies to the individual proposed. | | | | | | | | |
| Evidence | CV with a list of relevant projects managed. | | | | | | | | |
| | Criterion P7 | | | | | | | | |

| At least 1 expert in Community management and communication. | | | | | | | | | | |
|---|---|--|--|--|--|--|--|--|--|--|
| At least 3 years of experience in the management of onling international business communities, original contempoduction and communication. | | | | | | | | | | |
| Basis for assessment | This criterion applies to the individual proposed. | | | | | | | | | |
| Evidence | Evidence CV with a list of relevant projects managed. | | | | | | | | | |
| Criterion P8 | | | | | | | | | | |
| Language quality check | | | | | | | | | | |
| Minimum level of capacity At least 6 members of the team should have Native-level or equivalent English knowledge (at least C2 according to the European Framework of Reference for Languages ⁶⁶). | | | | | | | | | | |
| Basis for assessment This criterion applies to the individuals proposed. | | | | | | | | | | |
| Evidence | A language certificate or past relevant experience of at least 5 years working with English as main language, or mother tongue. | | | | | | | | | |

Only CV must be provided with the tender. The other evidence of technical and professional capacity may be requested by the contracting authority at any time during the procedure.

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

The presence of conflicting interests shall be examined during the evaluation phase based on the statements made through the Declarations on Honour and, where applicable, the commitment letters (Annex 5.1 - Commitment letter by an identified subcontractor and Annex 5.2 - Commitment letter by an entity on whose capacities is being relied).

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

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

⁶⁶ Common European Framework of Reference for Languages: Learning, teaching, assessment (CEFR); www.coe.int/lang-CEFR

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

By submitting a tender, a tenderer commits to perform the contract in full compliance with the terms and conditions of the procurement documents for this call for tenders. Particular attention is drawn to the minimum requirements specified in Section 1.4 of these specifications and to the fact that tenders must comply with applicable data protection, environmental, social and labour law obligations established by Union law, national legislation, collective agreements or the international environmental, social and labour conventions listed in Annex X to Directive 2014/24/EU.

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

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

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

3.4 Award criteria

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

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

1. Price - 30%

The price considered for evaluation will be the total price of the tender, quoted under "F. Total price used for the assessment of the financial offer, Total A + Total C, all-inclusive" (as per *Annex 6 - Financial offer form*) covering all the requirements set out in the tender specifications and excluding the additional remuneration per business cooperation deals.

2. Quality - 70%

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

| Quality Criterion | | | | | | | | |
|----------------------------------|--------|--|-----------|--|--|--|--|--|
| 1. Quality proposed methodology. | of the | Quality of the proposed methodology for: The selection and on boarding of large corporations and EIC Awardees. The preparation of selected EIC Awardees, | 25 points | | | | | |

| | training, matching and follow up of potential business pilots, including the expert dealmaker service proposed. - Impact surveys and general reporting. - The efficient organisation of the services required for the logistics for onsite and online activities. - The helpdesk service proposed. | |
|---|---|-----------|
| | - The helpdesk service proposed. | |
| 2. Overall plausibility and coherence of the offer. | The overall plausibility and coherence of the offer as a whole in relation to: The goals of the European Innovation Council and its business acceleration services and overall strategy. | 25 points |
| | - The specific needs of the EIC Awardees. | |
| | - The coordination with other contractors and stakeholders. | |
| | - The quality of the Communication plan: the capacity of the communication plan to maximise the impact in terms of business impact and media dissemination, including the promotion of the selected EIC Awardees and the EIC, including the management of the online community in the EIC community platform. | |
| 3. Organisation of the | This criterion will assess: | 30 points |
| work and resources. | - How the roles and responsibilities of the proposed team and of the different economic operators (in case of joint tenders, including subcontractors if applicable) are distributed for each task. | • |
| | - Global allocation of time and resources to the project and to each task or deliverable, and whether this allocation is adequate for the work. | |
| | - The tender should provide details on the allocation of time and human resources and the rationale behind the choice of this allocation. Details should be provided as part of the technical offer. Units' costs/prices are to be included in the financial offer only. | |
| | - Project management structure and implementation approach, including flexibility to adapt to changing factors: e.g., new evolving EIC Awardees needs, evolving policy priorities, etc. High level of flexibility will result in higher score. | |

| 4. Quality control measures. | Quality controls measures: Quality control system applied specifically to the services foreseen in these tender specifications concerning the quality and timeliness of the deliverables and the language quality check, and | 20 points |
|------------------------------|--|------------|
| | - Contingency plan: The contingency plan must be detailed in the tender addressing at least how the tender plan to tackle the risk of cancelations or/and non-expected modifications in programme activities (e.g., Corporates modifying their interest in the programme), withdrawals of selected EIC Awardees or corporates, low level of applications and continuity of the service in case of absence of one or several member/s of the tenderer's team (addressing the requirements in Section 1.4.5, XIV). | |
| | - The flexibility and the detailed approach to those risks while at the same time guaranteeing the quality of service for the EIC Awardees, will result in a higher score. | |
| Total | | 100 points |

The result of the technical evaluation is the sum of the points obtained based on the evaluation of each criterion (maximum 100 points).

Only those tenders that score:

- at least 50 % for each criterion and
- at least 70% of the total points will be considered for the award of the contract.

Tenders not reaching the minimum quality threshold will not be further assessed. Their financial tenders will therefore not be considered for determining the cheapest reference price.

3.5 Award (ranking of tenders)

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

| score for tender X | = | cheapest reference price reference price of tender | * 100 | * | price weighting (30 %) | + | total quality score for all award criteria of tender X | * | quality weighting (70%) |
|--------------------|---|--|-------|---|------------------------------|---|--|---|-------------------------------|
|--------------------|---|--|-------|---|------------------------------|---|--|---|-------------------------------|

| X | | | | |
|---|--|--|--|--|
| | | | | |
| | | | | |

Should the outcome of the formula lead to two or more tenders with the same result, the tenderer who has been awarded the highest marks for quality will be deemed to be the most economically advantageous tender. This approach will continue to be applied to each of the award criteria in the descending order listed in below until a most economically advantageous tender can be determined: 1. Quality of the proposed methodology, 2. Overall plausibility and coherence of the proposal, 3. Organisation of the work and resources, 4. Quality control measures.

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

Detection of abnormally low tenders

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

4 FORM AND CONTENT OF THE TENDER

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

Tenders are to be submitted via the eSubmission application according to the instructions laid down in the Invitation letter and the eSubmission Quick Guide available at the link below: https://wikis.ec.europa.eu/display/FTPortal/Open+procedures_EN

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

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

The documents to be submitted with the tender in eSubmission are listed in *Annex 1 - List of documents to be submitted with the tender or during the procedure*.

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

• Technical tender.

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

For the appraisal, the written submission shall include a clear and detailed description of the organisation, human and technical resources and methodology proposed. Tenderers will provide a practical and detailed description of the human and technical resources and services proposed to achieve the objectives and results set out in *Section 1.4* above. Tenderers will also provide a summary of their technical offer in *Annex 7 - Technical tender form*.

The tender should provide details on the allocation of time and human resources and the rationale behind the choice of this allocation. Details should be provided as part of the technical offer, i.e., the allocation should be indicated for each activity and task and should specify the role, the names and the estimated number of days/units for each member of the team. This is not a request for a budget, as the prices should be only part of the financial offer..

Tenderers are strongly advised to present their tenders (technical part) on <u>maximum 120 pages</u> whereas CVs and other reference documents can be annexed, which will not count towards the above-mentioned maximum. The technical offer must have all the pages duly and coherently numbered, with page number 1 being the first page of the table of contents of the technical part.

The Tenderers should be aware that if an offer significantly overpasses the advised maximum of 120 pages and this does not provide added value, the offer is not sufficiently focused, or does not contain information that is pertinent to the technical specification requirements, the evaluation of such offer will result in a lower score.

• Financial tender.

A complete financial tender, including the breakdown of the price, needs to be submitted. For this purpose, the Financial Model in *Annex 6 - Financial offer form* shall be used. The tenderers are requested to present the breakdown of the price per each activity and each task.

A price must be quoted to cover the tasks for the for the initial period and for the possible renewal (see above Sections 1.7 and 1.8). Both, the price quoted for the initial period and the price quoted for the possible renewal will be taken into consideration when calculating the ranking of tenders (see Section 3.4).

The quoted price, for the initial period and for the renewal, must be a fixed amount which includes all charges, including travel, accommodation, subsistence expenses and costs incurred for the organisation of meetings booking and catering costs. Travel, accommodation, subsistence expenses and costs incurred for the organisation of meetings booking and catering costs are not refundable separately.

The quoted price, for the initial period and for the renewal, must be a fixed amount which includes all possible charges and expenses and excluding the additional remuneration per business cooperation deal (that could go up to EUR 200 000 in total for the initial period and up to EUR 200 000 for the renewal).

The additional remuneration per business cooperation deal (that could go up to EUR 200 000 in total for the initial period and up to EUR 200 000 for the renewal) will not be taken into consideration when calculating the ranking of tenders (see Section 3.4).

Tenderers' financial offers, for the initial period of the contract, should present a breakdown of the price per each activity and each task, taking into account that:

- General coordination tasks should not exceed 10% of the total price for the initial period of the contract;
- Communication and promotion activities should not exceed 10% of the total price for the initial period of the contract.

Tenderers' financial offers, for the renewal period of the contract, should present a breakdown of the price per each activity and each task, taking into account that:

- General coordination tasks should not exceed 10% of the total price for the renewal period of the contract;
- Communication and promotion activities should not exceed 10% of the total price for the renewal period of the contract.

The financial tender shall be:

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

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

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

4.3 Signature policy: how can documents be signed?

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

Tenderers are strongly encouraged to sign with a QES⁶⁷ all documents requiring a signature and only exceptionally to sign such documents by hand as hand-written signatures lead to an additional administrative burden for both the tenderer and the contracting authority. The originals of any hand-signed documents (other than the contract) do not need to be submitted to the contracting authority, but the tenderer must keep them for a period of five years starting from the notification of the outcome of the procedure or, where the tenderer has been awarded a contract resulting from this call for tenders and the contract has been signed, the payment of the balance.

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

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

• The Declaration on Honour of the tenderer (in case of a joint tender – the Declarations on Honour of all group members).

⁶⁷ See here how to apply a QES on a document exchanged with a European institution, body or agency.

• (In the case of a joint tender) the Agreement/Power(s) of attorney drawn up using the model attached in *Annex 3 - Power of attorney*.

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

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

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

- For the purposes of evaluating the tender and, if applicable, implementing the contract, performing audits, benchmarking, etc., the contracting authority is entitled to make available (any part of) the tender to its staff and the staff of other Union institutions, bodies and agencies, as well to other persons and entities working for the contracting authority or cooperating with it, including contractors or subcontractors and their staff, provided that they are bound by an obligation of confidentiality.
- After the signature of the award decision, tenderers whose tenders were received in accordance with the submission modalities, who are not subject to restrictive measures, have access to procurement, who are not found to be in an exclusion situation referred to in Article 136(1) of the FR, who are not rejected under Article 141 of the FR, whose tenders are not found to be incompliant with the procurement documents, and who make a request in writing, will be notified of the name of the tenderer to whom the contract is awarded, the characteristics and relative advantages of the successful tender and its total financial tender amount. The contracting authority may decide to withhold certain information that it assesses as being confidential, in particular where its release would prejudice the legitimate commercial interests of economic operators or might distort fair competition between them. Such information may include, without being limited to, confidential aspects of tenders such as unit prices included in the financial tender, technical or trade secrets⁶⁸.

_

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

• 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 disclosure⁶⁹, 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.

_

⁶⁹ See Article 4 (2) of the <u>Regulation (EC) No 1049/2001 regarding public access to European Parliament</u>, Council and Commission documents.

5 APPENDIX: LIST OF REFERENCES

| Award criteria | See Section 3.4 |
|--|---|
| Contracting authority | See Section 1.1 |
| Entities on whose capacities the tenderer relies on to fulfil the selection criteria | See Section 2.4.3 |
| 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 |
| Group member | 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 |
| Participating entities | See Section 1.1 |
| Participant Register | See Section 2.3 https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/how-to-participate/participant-register |
| 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 |

6 ANNEXES

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

Annex 2 - Declaration on honour on exclusion and selection criteria

Annex 2.1 – Statement of turnover

Annex 2.2 – Technical capacity

Annex 3 - Power of attorney

Annex 4 – List of subcontractors

Annex 5 – Letter of submission

Annex 5.1 - Commitment letter by an identified subcontractor

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

Annex 6 - Financial offer form

Annex 7 – Technical tender form

Draft service contract and annexes