



EUROPEAN COMMISSION
DIRECTORATE-GENERAL FOR COMMUNICATIONS NETWORKS, CONTENT AND
TECHNOLOGY

Data
Interactive Technologies, Digital for Culture and Education

European Commission

Call for tenders CNECT/LUX/2021/OP/0070

Deployment of a common European data space for cultural heritage

Open procedure

TENDER SPECIFICATIONS

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1. SCOPE AND DESCRIPTION OF THE PROCUREMENT

1.1. Contracting authority: who is the buyer?

This call for tenders is launched and managed by the European Commission, Directorate-General for Communications Networks, Content and Technology, referred to as the *Contracting authority* for the purposes of this call for tenders.

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

The subject of this call for tenders is Deployment of a common European data space for cultural heritage.

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

This call for tenders is not divided into lots.

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

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

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

1.4.1. Background and objectives

The European strategy for data of 19 February 2020¹ announced that, in order to speed up the development of the European economy and to harness the value of data for the benefit of the European society, the Commission would invest in common European data spaces in strategic economic sectors and domains of public interest.

The development of common European data spaces in strategic sectors and domains will make an important contribution to accelerating digital transformation in these fields and realising the Commission's vision for Europe's digital transformation by 2030, presented in the Communication '2030 Digital compass: the European way for the digital decade' of 9 March 2021².

¹ <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:52020DC0066>

² <https://eur-lex.europa.eu/legal-content/en/TXT/?uri=CELEX:52021DC0118>

1.4.1.1. The Digital Europe programme

The Digital Europe programme was established by Regulation (EU) N° 2021/694 of the European Parliament and of the Council of 29 April 2021³. It determines the conditions, methods and procedures for providing European Union (EU) financial assistance focused on bringing digital technology to businesses, citizens and public administrations. The Commission Recommendation C(2021) 7953 of 10 November 2021 on a common European data space for cultural heritage⁴ (Recommendation) aims to accelerate the digitisation of cultural heritage monuments, sites, objects and intangible heritage to preserve those at risk, and to boost their reuse in domains such as education, sustainable tourism and cultural creative sectors.

The Commission Implementing Decision C(2021) on the financing of the Digital Europe Programme and the adoption of the multiannual work programme for 2021-2022 Annex I, C(2021) 7914 final Annex⁵ was adopted on 10 November 2021. It outlines the general objectives and actions implementing the Digital Europe programme and the Recommendation on the new common European data space for cultural heritage.

1.4.1.2. The common European data space for cultural heritage

The data spaces mentioned in the Digital Europe Programme will follow three main Acts about data that complement each other. First, the Data Governance Act⁶ focuses on increasing trust in voluntary data sharing by regulating intermediaries that bring demand and supply of data together. The Digital Markets Act⁷ targets the market power of the gatekeeper platforms. Finally, the key objective of the proposed Data Act⁸ is to ensure fairness in the allocation of data value among various actors of the data economy. Following its provisions on data access, use and interoperability, it will contribute to more data being available, also for and within the sectoral data spaces.

The objective of this procurement is to deploy the European common data space for cultural heritage (DS). This is an initiative supporting the digital transformation of Europe's cultural sector, fostering the creation and reuse of content in cultural and creative sectors, seizing the

³ https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv%3AOJ.L_.2021.166.01.0001.01.ENG&toc=OJ%3AL%3A2021%3A166%3ATO C#d1e32-28-1

⁴ <https://ec.europa.eu/newsroom/dae/redirection/document/80911>

⁵ https://ec.europa.eu/newsroom/repository/document/2021-46/C_2021_7914_1_EN_annexe_acte_autonome_cp_part1_v3_x3qnsqH6g4B4JabSGBBy9UatCRc8_81099.pdf

⁶ <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A52020PC0767>

⁷ <https://eur-lex.europa.eu/legal-content/en/ALL/?uri=COM:2020:842:FIN>

⁸ https://ec.europa.eu/commission/presscorner/detail/en/ip_22_1113

opportunities created by advanced technologies, and enhancing the sector's recovery and transformation to become more resilient in the future.

The common data space for cultural heritage will build on the current Europeana⁹ Digital Service Infrastructure (DSI) and will expand the current functionalities, in particular in relation to 3D digitisation, re-use of digitised cultural resources as well as cross-sector and cross-border cooperation. The project will also build on the current Europeana Strategy 2020-2025¹⁰.

The Commission has set up the Commission Expert Group on the Common European Data Space for Cultural Heritage¹¹ (CEDCHE), with appointed representatives from all Member States. The function of the CEDCHE is to provide assistance in monitoring progress with the implementation of the Recommendation as well as in providing strategic directions with the implementation of the data space.

The objectives set out in the policy documents mentioned above are to be achieved through a mix of policy, coordination and funding measures:

- Through the Recommendation and the CEDCHE, the Commission coordinates digitisation and digital preservation policies as well as national actions contributing to the further development of the DS.
- In parallel, the Commission supports the development of the DS under the Digital Europe programme.

1.4.1.3. Objectives and indicators

The objectives of the Digital Europe Work Programme for the common European data space for cultural heritage are:

- To facilitate the digital transformation of the cultural sector and capacity building, enabling a pan-European innovative data platform infrastructure with easy online access to European cultural content.
- To make high-value datasets available for re-use, in particular 3D datasets, including for conducting scientific research, preservation and restoration purposes, re-use in innovative applications by the cultural and creative sector.
- To allow stakeholders of the wider cultural sector to further enlarge, use and benefit from this data space.
- To create numerous digital opportunities for the public, ranging from virtual visits to museums, libraries, galleries and heritage sites to history reconstruction and education.

⁹ See <https://www.europeana.eu/en> for the Europeana collections website and <https://pro.europeana.eu/> for the professional and capacity building website.

¹⁰ <https://op.europa.eu/en/publication-detail/-/publication/2174be9e-ac58-11ea-bb7a-01aa75ed71a1/language-en/format-PDF/source-135100813>

¹¹ <https://ec.europa.eu/transparency/expert-groups-register/screen/expert-groups/consult?lang=en&groupID=3800>

The three main priorities of the Europeana Strategy 2020-2025 are:

- Strengthen the infrastructure;
- Improve data quality;
- Build capacity.

This tender aims to deliver the services to fulfil all the objectives mentioned above, measured at a minimum by the following indicators to monitor the implementation and to report on the progress towards the achievement of the objectives. Additional relevant indicators and ambitious targets will be considered in award criterion 2.3 (section 3.4):

1. The robustness of the infrastructure, via:
 - a. The security of the data as well as the legal compliance with all relevant laws (including on Intellectual Property Rights and protection of personal data).
 - b. The resilience of the websites, aggregation infrastructure, metadata repository and APIs to unexpected events, including attacks, increases in visits, etc.
 - c. The efficiency of the data aggregation infrastructure.
 - d. The quality of services for data providers and aggregators.
 - e. The easiness to navigate and search through data.
 - f. The ability of the infrastructure to integrate the elements offered by the Data Spaces Technical Framework in collaboration with the Data Spaces Support Centre.
2. The quality of the data, including:
 - a. The quality of the content, including 3D.
 - b. The quality of the metadata.
 - c. The quality of all other published data, such as editorial content, social media content, publications, presentations and events, communications with users, etc.
 - d. The quality of all technical data published as ontologies, open source code, technical documentation, statistics, etc.
 - e. The geographical coverage of the aggregated data, which should extend to the whole European Union.
 - f. The number and measured quality of high-value datasets available for re-use, including 3D and virtual visits and extended reality modules.
 - g. The interoperability of the formats, and compatibility with the European Interoperability Framework.
 - h. The amount and quality of metadata enriched automatically, or via crowdsourcing.
 - i. The coverage of the EU official languages in the websites and all kind of published data and metadata, publications, presentations, communications, frameworks, etc.
3. The quality and amount of capacity built via:
 - a. Tools, services and trainings offered to data partners and data users.
 - b. Networks maintained for digital transformation.
 - c. National infrastructures strengthened.
 - d. Collaboration for the extension of frameworks and community led standards for data sharing.
4. The impact achieved by all actions, measured via:
 - a. The number of visits to digital objects, datasets, collections, etc.;
 - b. The number of downloads of datasets, particularly high-value datasets;
 - c. The number of tracked re-uses of the digitised objects and datasets;

- d. The take up of developed frameworks by the cultural heritage community.

All the above indicators, plus those mentioned below in the functional requirements section, shall be included in the offer as key performance indicators. The contractor may add other indicators for a better monitoring of the contract. All indicators shall have a baseline and yearly targets.

1.4.1.4. Ongoing and future projects

The contractor will support the integration of the results of projects funded through grants under the Digital Europe programme to contribute to the DS.

The contractor will also support the integration of the results of running CEF Telecom Generic Services actions of the call CEF-TC-2020-1 for Europeana and Automatic Translation (EuropeanaTranslate).

Results of other relevant ongoing or future projects funded under Horizon 2020 or Horizon Europe may also be integrated in the DS.

1.4.2. Detailed characteristics of the purchase

This tender will guarantee the **deployment of the common European data space for cultural heritage (DS)** from 1 September 2022 to 31 August 2024, with the possibility of a maximum of two annual extensions.

The **main services purchased** in this tender are:

- A. Development and operation of the data space **infrastructure**
- B. Integration of **high-quality data**
- C. **Capacity building** and **fostering reuse**
- D. Digital **services for the public**

The nature of the purchased services requires them delivered in a transparent and open way. The results developed should be published or made available free of restrictions under conditions that allow free access and reuse by Commission and by third parties in order to facilitate such reuse and publication. All data generated by the contractor and the data space under this contract shall be available under open licenses.

The tender must include a detailed budget of proposed measures under this heading.

The future contractor shall deploy the new DS **by running and extending the current Europeana DSI platform** from the beginning of the contract.

The tender shall meet the following minimum requirements in the offer:

1.4.2.1. Functional requirements

This chapter describes the functional requirements the DS must have. These are subject to continuous improvements and modifications resulting from the Data Spaces Support Centre

from the Digital Europe programme, the strategic priorities suggested by the governance (see section 1.4.2.6), user feedback mechanisms (see later in this section), and from data space usage analysis. The tender must propose **an agile change management process** suitable to address these needs, allowing such organic growth requirements.

All activities mentioned in this section must have a **cross-border element** targeting audiences and stakeholders from several countries.

The scope will progressively increase to **data models and formats covering other types of cultural content**. The contractor **will evolve existing frameworks** (such as the Europeana Data Model (EDM)¹², the Europeana publishing framework and guidelines¹³, and the Europeana licensing framework¹⁴) in line with the Recommendation, the needs of the data space, changing technologies and user needs, in collaboration with the stakeholder community and professional networks. This will include new or changing metadata schemas, coverage of other types of data, such as 3D, audiovisual or extended reality content and other datasets. It will also include the **application of semantic technologies** and linked data as a way to connect to data and repositories of various types. The contractor will set best practices and guidelines for the wider take up of the frameworks across the cultural heritage sector.

Access channels (web, mobile or other) will provide effective and user-friendly facilities for easy access to the data. Contextual help will offer help and guidance to the user, as well as tutorials and guided tours. Statistics logged from previous user interactions may be used for this purpose (in addition to any other source of information).

Websites must be accessible in the terms laid out in the **Directive (EU) 2016/2102 of the European Parliament and of the Council of 26 October 2016** on the **accessibility** of the websites and mobile applications of public sector bodies¹⁵.

The data space will offer a mechanism to gather **user feedback** allowing users to submit comments, suggestions and corrections about the data, legal use, metadata, content, quality or other functionalities of the data space. The contact channels must include email and an online form, and preferably phone, and must provide (at least automated and at the most in 24 hours on working days) answers to the users if they requested to be informed of the follow up of their comment.

¹² <https://pro.europeana.eu/resources/standardization-tools/edm-documentation>

¹³ <https://pro.europeana.eu/post/publishing-framework>

¹⁴ <https://pro.europeana.eu/page/europeana-licensing-framework>

¹⁵ <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32016L2102> The standard is EN 301 549 and the last version is v3.2.1, linked and explained in <https://digital-strategy.ec.europa.eu/en/policies/web-accessibility-directive-standards-and-harmonisation>

A. Development and operation of the data space infrastructure

The contractor **will expand the current Europeana DSI platform to serve as the core of the DS**, following the coordination, procedures and requirements of the **Data Spaces Support Centre** planned under the Digital Europe programme, which will in turn ensure the interoperability between the different data spaces.

The DS will have to deploy **trust mechanisms** (security and privacy by design), data services which ensure the identity of source and receiver of data and which ensure the access and usage rights towards the data, aligning with the principles of data spaces. The contractor will make provisions for the DS to become fully compliant with the European Data Spaces Technical Framework.

The DS will **link to relevant European, national and regional initiatives and platforms** (such as national data spaces, existing aggregators for Europeana, cloud or other data sharing infrastructures) to provide **interoperable access** to cultural heritage databases all over Europe.

The DS will strengthen and expand the **aggregation infrastructure and services** offered by the Europeana DSI. The DS infrastructure will include a **data repository**, building on the Europeana DSI aggregation repository of records (metadata repository) describing the digital cultural assets (content) and including hyperlinks to the location where the content is made available by the relevant organisations. Therefore, the infrastructure of the data space must be able to harvest, store and share metadata about cultural heritage content by data providers or aggregators. The infrastructure of the data space must additionally be able to handle the **semantic interoperability of resources**.

The contractor will collaborate with the community to identify a **unique permanent identifier** for the DS, at different granularity levels and including solutions for its implementation. A unique identifier should provide several advantages, including easier search and access to cultural heritage data, facilitating their interoperability and reuse.

The contractor will systematically probe for and ensure repair of **broken links**. For broken links that point to resources outside its control, the contractor will alert the owner of the resource (typically a data provider) and request repairs. If the repair is not possible within a limited timeframe, the contractor will take provisions for the deactivation or the removal of the resources with broken links. The contractor will regularly report on such link maintenance activities.

The data space infrastructure will offer several industry standards of **Application Programming Interfaces (APIs)** for software clients, building on the Europeana DSI platform APIs. The contractor will publish adequate documentation, usage examples and sample software clients to connect to the APIs, all as open source, including free commercial use.

In order to facilitate continuous improvements of the data space, the infrastructure will include a **repository of log** files to capture and time-stamp actions performed by users (both human individuals and automated programmes). The contractor will review the content of this repository in order to make suggestions for improvements. The contractor will anonymise data collected this way, complying with data protection and other legal requirements. The

data space infrastructure will include a solution to visualise advanced statistics about usage. The European Commission will designate staff to access the chosen tool.

The DS will need to integrate data storage and processing capabilities developed outside this contract. To this end, a European **cloud-to-edge platform and services** planned under the Digital Europe Programme will provide a technical baseline to be exploited by the common EU data spaces (including data storage services), ensuring interoperability between the different national and/or sectoral cloud and data components connected to it. The DS will also liaise with existing initiatives for cloud and storage facilities in the field of cultural heritage at European level.

Other indicators reported must prove evolution since contract initiation and each previous report, and include at least the following:

- Evolution in the structure and organization of the data repository.
- Evolution of the unique permanent identifier, and when started, number of such identifiers created.
- Evolution of number and nature of broken links identified in the repository.
- Rectification of broken links.
- Continuous update of the evolution of metadata standards.
- Assessment of risks observed and foreseen that may influence any of the other indicators.
- Improvement measures taken and planned.

B. Integration of high-quality data

The contractor will integrate all requirements needed to implement the Recommendation and the Digital Europe programme, such as 3D and advanced technologies, to support the availability of high quality, usable and accessible data in the DS.

The contractor will work with the cultural heritage community, the member states (in the framework of the CEDCHE) and the Commission, to establish an appropriate **data governance mechanism**, comprising a set of rules of legislative, administrative and contractual nature that determine the conditions to access, process, use and share data in a trustful and transparent manner. The data governance mechanism will build on the Europeana Licensing Framework. It will add the possibility of making available under **different licence conditions** data and metadata from data owners, following the principles of the common European data spaces. Data created by the contractor must be available under open licenses. The data governance will be submitted as a deliverable (see 1.4.3) to be approved.

The contractor will **actively invite data partners** (cultural heritage institutions, aggregators and other European, national and regional platforms and initiatives) to collaborate and share their data. It will also foresee a facility for them to contact the contractor to signal the availability of their resources for harvesting.

The contractor will also work with the cultural heritage community to determine **high-value datasets** of digital cultural content of any kind, size and nature, with particular attention to 3D data, and to support their availability through the data space.

Specifically for 3D, the contractor will work with the community to determine the appropriate quality levels for sharing, for different purposes, such as for conducting scientific

research, preservation and restoration purposes, re-use in innovative applications by the cultural and creative sector, and to update the current Europeana Publishing Framework for 3D data.

The contractor will be responsible to gather the data providers' consent via a **cooperation agreement**, building on the Europeana Data Exchange Agreement, which should be independent from the contractor of the DS.

The contractor will continue to make available the data from Europeana DSI, based on the Europeana Data Exchange Agreement, for a transition period of 12 months until the data governance mechanism for the data space is in place.

The contractor will systematically inspect the data assets published in order to identify opportunities for data cleaning, data conversion or **improvement of the data quality** and will proactively contact the data providers with advice on how to improve their data. The contractor will actively enforce improvements in metadata and content, including purge of existing metadata and content. The contractor will make use of available automatic or semi-automatic approaches for improving data quality, enriching and curating data, improving multilingual aspects, or improving user engagement with the data.

The relative proportion of **high quality metadata and content** on the platform shall increase year after year. The expected result is an increase in high quality tiers by at least 10% each year, and all new data to be of tier 2 for content and tier A for metadata, as defined by the current Europeana Publishing Framework, at the minimum.

A **statistics dashboard** or similar services should provide detailed figures and analytics regarding the available data in the data space and its quality.

The contractor will report indicators, risks, activities and outcomes from this work in the periodic reports (see 1.4.3 Deliverables).

Other indicators reported must prove evolution since contract initiation and each previous report, and include at least the following:

- Increase in the number and quality of datasets available in the data space, per category.
- Increase in the high-value datasets available in the data space.
- Evolution of data cleaning and data conversion.
- Improvement measures taken and planned.

C. Capacity building and fostering reuse

The contractor will **assist data providers and aggregators** with the preparation of high quality datasets to include them in the DS. In particular, the contractor will pro-actively work with the data partners and cultural heritage community to:

- Promote knowledge on appropriate organisational and technical requirements fostering publication of cultural heritage resources, including the deployment of open source solutions for the harmonisation and ingestion of metadata;
- Develop and maintain close interaction with potential user groups so as to identify data that should be released as a priority due to actual demand;

- Promote the use of controlled vocabularies and terms from multilingual thesauri when describing metadata, so as to ensure multilingual search features;
- Promote uptake of current and new standards and frameworks, as applicable.
- Promote frameworks, tools and services to facilitate data providers in sharing their data.

With respect to **training**, the contractor shall apply the concept of 'train-the-trainer', i.e. enable colleagues in different countries with the materials and skills that will allow them to continue training in their own country, and provide training materials that are useful also as stand-alone reading materials for persons not having participated in any training event.

Events must be **free** for participants, and costs related to these events have to be borne by the contractor (unless another source covers the cost). The contractor at its own risk may consider sponsorships, but the price quoted must be firm and not subject to revision.

The contractor will continue to **work together with the networks of the Europeana initiative** (data providers, accredited aggregators and experts working in the field of digital cultural heritage). The contractor will support the governance, task forces, working groups, regular meetings of the Europeana Network Association (ENA) and the Europeana Aggregator Forum (EAF). The tender will include a tentative list of subjects of discussion along with a proposed list of activities to support ENA and EAF and their evolution to accord with the DS. The European Commission may propose additional subjects of discussion. Outcomes of such community work should be made available via the DS, in this way contributing to developing capacity and professional knowledge in the wider sector.

The contractor will continuously explore the needs **of the particular sectors or communities interested in reuse**, in order to propose data, tools and services that meet their needs. The contractor should **reach out** to such sectors or communities and assist them in using the data space and making the most of the available data. Concretely, the contractor should:

- strengthen links with potential re-users of the data such as the creative and content industries (in particular SMEs);
- offer creatives and researchers the possibilities to develop new work, products and services;
- strengthen the reuse of cultural heritage data in the education sector, in particular through links with Ministries of Education and teaching communities in the Member States;
- establish links with the future data spaces for tourism and media, in order to foster the reuse of cultural heritage data;
- offer information, tools and services that facilitate reuse of the available datasets in the different sectors;
- continue to develop functionalities that further the DS on social media hubs to widen take-up;

The contractor will be responsible for conducting **communication and dissemination** activities to the defined user groups in order to raise awareness and promote the DS. The communication and dissemination strategy should aim at least to:

- increase usage of the DS;
- promote the DS on channels and events with highest impact of reaching the defined user groups;

The communication strategy should take into consideration the analysis of user feedback collected on social networks as well as the analysis of the increase of the use and visibility of the DS after the launch of major communication events.

The contractor will report activities, lessons learned and outcomes of the actions taken, the engagement of relevant communities, the reuses of the DS, and any other applicable activities (see 1.4.3 Deliverables).

The contractor will report on the results and efforts made in order to achieve the objective of **geographically balanced and covering all member states** with agreed data aggregators and data resources referenced through the DS platform. Reports will include as well efforts and outcomes (see 1.4.3 Deliverables).

Other indicators reported must prove evolution since contract initiation and each previous report, and include at least the following:

- Usage metrics of the APIs.
- Access statistics from the various clients (at least the number and type of requests, type of client, timestamp).
- Usage metrics of third party applications, and their evolution.
- Assessment of risks observed and foreseen that may influence any of the other indicators.
- Improvement measures taken and planned.

D. Digital services for the public

The contractor will develop a **mobile, 5G-ready, version or alternate channels** allowing easy to use and attractive access to European cultural heritage. **High quality content** will be promoted on the **Europeana portal (europeana.eu)**, while a **curatorial thematic approach** will reinforce storytelling, building narratives with a European perspective across cultural sectors, regional and national borders, to give visibility to the shared history and identity of European citizens. Indicative themes include tourism, in the post COVID-19 crisis context, as well as the New European Bauhaus initiative. **Expanded digital opportunities for the public** (such as virtual visits to museums, libraries, galleries and heritage sites, virtual reconstructions or other interactive experiences)

The contractor must implement user experience methodologies supported by relevant algorithms, to ensure that the content displayed **prioritises relevance and quality**. Search and browse mechanisms must support faceted search, allowing users of the platform a set of tools to further refine content display. The contractor will provide regular plans and report on technological improvements to search.

The contractor will periodically report to the European Commission on the performance of the **ranking algorithm** in the relevant reports (see 1.4.3 Deliverables).

The user interface must support **internationalisation and localisation**¹⁶. The contractor will work with the Data Spaces Common Services Platform to deploy the eTranslation service and offer a multilingual data space **in all EU official languages**. All static elements such as menus, collections and other elements must be available in all EU official languages as completely as possible. In addition to static content, the contractor shall set up a mechanism for the availability of digital services, new or updated editorial content and other digital offerings in all EU official languages (such as crowdsourced or paid translations). The contractor shall also deploy the technical basis for real time translation of dynamic content such as search specification, search results, metadata records, and demonstrate such functionality using multi-lingual lists and/or registries (thesauri and vocabularies). The technical solution shall be based on open standards interfaces to allow different translation engines to be used. The tender offer must provide the base coverage existing at the beginning of the contract as one of the indicators, as well as the measuring methodology and the targets expected for each year. The contractor must report periodically the values achieved.

The portal will offer **visualization tools** including 3D and virtual reality players enabling interactive experiences. The visualisation and display should be subject to satisfaction surveys, which the contractor will report periodically to the European Commission (see 1.4.3 Deliverables).

Usage related indicators must prove evolution since contract initiation and each previous periodic report, and include at least the following:

- Search metrics and performance.
- Geographic distribution of users.
- Number and nature of feedbacks/helpdesk requests received. Time to solve detected errors.
- Satisfaction metrics.
- Use and usage statistics and analytics.
- Major changes observed in use of the platform.
- Assessment of risks observed and foreseen that may influence any of the other indicators.
- Improvement measures taken and planned.

1.4.2.2. Phase-in period

If applicable, the winning tender will ensure the **operations and maintenance of the infrastructure and services offered by the Europeana DSI without interruptions**. The phase-in period shall take place during a maximum period of two months, starting on the date on which the contract enters into force. During the phasing-in period, the winning tender will cooperate with the current Europeana DSI operator and with the European Commission to achieve an orderly and efficient transition. The winning tender shall be able to provide all requested services immediately after the end of the phasing-in period.

¹⁶ Defined as means of adapting computer software to different languages and regional differences. Internationalisation is the process of designing a software application so that it can be adapted to various languages and regions without engineering changes. Localisation is the process of adapting internationalized software for a specific region or language by adding local-specific components and translating text.

1.4.2.3. Phase-out period

During the phasing-out period (last two months of the contract) and in the case of a successor contractor (i.e. a third party contractor awarded by the Commission to continue the operation, in full or in part, of the DS), the tenderer shall provide full assistance and cooperation, if necessary, to the successor contractor to resume the deployment of the DS.

1.4.2.4. Information regarding employees

In view of assuring the application of European and national labour legislation, including the Transfer of Undertakings Directive¹⁷ and its national transposition, tenderers of subsequent open call for procurement must receive the maximum available information to allow them to make their tender in full conformity with all legal requirements and implications and to estimate the costs to be allocated for the takeover of assets and liabilities.

To this end, the contractor shall provide an overall overview of organisation and the following information for each member of its staff that is or will be employed under this contract:

- Date of employment
- Place of employment
- Category / grade
- Type of contract (definite, indefinite, self-employed, other)
- Gross monthly salary or, if applicable, hourly rate
- Entitlements to bonuses or similar benefits
- Number of standard working hours per week and number of hours spent on function
- Fringe benefits, such as applicability of pension schemes and other benefits
- Seniority in the company
- Seniority at his/her actual post

After anonymization, the Commission might transmit the above information to the candidates participating in the subsequent open call for tenders.

The contractor will report in the DS. Phase-in report all necessary information needed from the contractor to the Successor Contractor, including all necessary technical and legal information to allow a smooth transfer of activities and details of the staff employed under this current contract. The contractor must clearly identify the resources made available under this contract to execute the tasks listed under the Functional requirements.

1.4.2.5. Quality of service, data security and disaster recovery

The contractor will ensure that the DS and all its functionalities are available at all times. The platform user interface, search and filtering mechanism must be ready to receive at minimum

¹⁷ Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses. <http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32001L0023>

20,000 (twenty thousand) individual user sessions per day with a standard response time of 1 second and receive at peak levels a minimum 5,000 (five thousand) individual user sessions per second with a response time of no more than 2 seconds.

The data space must be able to report any timeout when the connection to a remote service (discovery or view) does not respect the quality of service criteria in terms of availability and capacity. The user interface must remain operational even when waiting for responses from services i.e. it does not block the screen or the computer. Likewise, it shall remain operational and shall not crash if the maximum number of simultaneous requests (according to design) is exceeded.

In order to prevent abuse of the data space (e.g. denial of service attacks in the website or APIs), the contractor will implement server-side policies and methods for throttling the servicing of requests coming in at high volumes. The contractor must log and report all occurrences of traffic volumes greater than the server's ability to handle them.

The performance must be scalable. The performance overhead introduced by scaling up must be limited. To this end, the contractor must identify potential scaling bottlenecks and propose solution to fix them.

The contractor will develop, document and follow data security and disaster recovery procedures adequate to restore the full functionality and content of the platform in less than 48 hours in case of catastrophic failure.

The contractor will also report activities and outcomes of this section (see 1.4.3 Deliverables), and at least these indicators:

- Load and response times.
- Data security issues and applicable measures taken.
- Assessment of risks observed and foreseen that may influence any of the other indicators.
- Improvement measures taken and planned.

The contractor will also develop a **risk management** strategy, with a Risk Management Plan and a Risk Log (see 1.4.3 Deliverables).

- The **Risk Management Plan** will describe the methodology followed, and will firstly determine the relevant people responsible (with a RACI^[1] approach). It will detail how to identify and classify risks (management, technical, communication, data protection, etc.), how to assess them (at least in terms of impact and likelihood, in five levels each), and their response development and control. It should indicate who and how often will assess the DS risks, how to log them, and an escalation plan, including the governance.

^[1] A responsibility assignment based on roles: Responsible, Accountable, Consulted, Informed. An expanded version adds the role of Support.

- The **Risk Log** will register the assessment of risks following the rules of the plan, including proper risk responses (avoidance, mitigation, acceptance, transfer) and relevant details. It will also show the historic assessment of each risk. The tender will include a list of assessed risks foreseen at the beginning of the project, following the rules of the Risk Management plan. The contractor shall update the risk log periodically and any relevant changes communicated to the Commission in the periodic reports or following the escalation procedure. The contractor shall make the log available in a secured web site with access granted to the Commission staff.

1.4.2.6. Governance

The contractor will report to the European Commission, who will monitor the maintenance and development of the DS. The Commission, together with member states in the framework of the CEDCHE, will provide the contractor with strategic direction and advice on its implementation.

The Commission will consult the CEDCHE whenever any relevant changes in the DS strategy might arise; then the Commission will communicate such changes to the contractor. The Commission may set up sub-groups to assist the CEDCHE in strategic or technical guidance or specific tasks in relation to the DS.

The Commission and the contractor will meet monthly in the framework of an Operational Management Board (OMB) structure, to discuss deliverables, operational matters, contractual matters, coordination and other implementation aspects. The Commission may ask for assistance by independent external experts in monitoring the contract implementation.

1.4.2.7. Methodology

The implementation of the contract must follow a clear and convincing methodology to perform the tasks and activities foreseen by this contract. The tenderer may use an existing methodology or propose its own, and provide convincing descriptions of key performance indicators to measure implementation, risks foreseen and their assessment, taking into account the context and objectives and the following conditions:

- The balance between the efforts devoted to each specific objective of the contract should be reasonable and well justified and documented in the periodic/final reports. Principles of cost- and resource-efficiency should be constantly applied throughout the tender.
- Given the political dimension of working with Member States, the methodology must reflect an adequate degree of flexibility to shifting priorities, both in terms of resource allocation and timing of activities.
- The methodology in the tender must provide a specific Risk Management approach, as well as a Log of assessed Risks. The contractor will reassess Risks from the Log with the periodicity and methodology set up in the Risk Management, reporting them to the Commission (see 1.4.3 Deliverables).
- The methodology must also address the efficient liaising with networks of relevant stakeholder groups as well as the relevant public bodies in the EU Member States and at the European level.

1.4.3. Deliverables

The contractor must provide the deliverables listed below. Content and schedule may only be improved for efficiency and better monitoring of the tender, with adequate justification. During the contract they only may be adapted:

- Upon request of the governance, following upcoming policy needs;
- And upon reasoned request of the contractor, with express agreement of the governance.

The below month references should be understood as from the entry into force of the contract.

Additionally, the contractor will provide reports, insights and access to raw operational data upon request from the Commission.

1.4.3.1. List of deliverables

DP. Deployment of the new data space for cultural heritage

The main deliverable under this contract is the deployment of the common European data space for cultural heritage (DS), in line with these tender specifications.

PM. Project management deliverables

The contractor will document the development and deployment of the data space through the following project management reports.

PM. Phase-in report

If applicable, the winning tender will deliver a phasing-in period report at the end of the phasing-in period (end of M2 of the contract). This report will include all relevant information in addition to that requested in section 1.4.2.2.

PM. Implementation plan Y[X]

This annually updated plan must contain detailed implementation plans for the objectives and activities in the tender specifications. The report must include all tactical and operational activities planned for all strategic objectives throughout the year, as well as the methodology proposed.

The contractor shall deliver a draft of the Implementation plan to the Commission 10 working days before the inception meeting in M1 and subsequently each following year before the annual meeting starting at M12. The contractor will update the plan based on input by the governance.

PM. Risk-management plan

The tender will include a draft of this plan with the information requested in the section 1.4.2.5. The contractor will deliver a final version of the plan on month M3, and after that, whenever there are any major changes to it.

PM. Periodic report M[X]

The contractor shall deliver periodic reports to the Commission every three months (M[X] stands for the month number within the contract, M1 being the first after signature; the first periodic report will be the *PM. Periodic report M3*, that the contractor will deliver at the end of the third month, as defined in the Timetable 1.4.3.2.

These reports will describe the work carried out by the contractor, over the past three-month period, for the delivery of the purchased services described in section 1.4.2 Detailed characteristics of the purchase. They must include all information concerning the tasks planned in the annual Implementation plan for the respective three-month period. The reports will detail the progress made with respect to the activities carried out, the problems encountered, and any delay and remedial actions taken. They will also include results obtained and measured according to the indicators defined in the tender specifications and additional indicators defined in the tender. The reports should also identify any outstanding problems or risks for the contract and the contractor's plans for addressing them. Approval of the periodic reports will require the satisfactory delivery and approval of all other deliverables expected in the respective three-month period.

The report will also include at a minimum the following:

- Progress against objectives of the Implementation plan
- Key Performance Indicators
- Deviations, change requests and adjustments
- Update on risk assessments
- Progress on deliverables
- Major changes in staff, if applicable
- Update on pre-existing rights
- Communication and dissemination activities
- Balance of efforts

The contractor must send a draft version of the Periodic Report to the Commission at least five working days before the meeting at which the report is due to be discussed. The contractor will finalise the report after the meeting taking into account all observations and comments raised at the meeting. The contractor shall submit the finalised Periodic Report to the Commission within two weeks after the conference calls. The contractor shall submit the draft version of the last Periodic Report ten working days before the final meeting, while the contractor shall submit the final version to the Commission within two weeks after the final meeting.

PM. Annual report

The contractor shall deliver annual reports to the Commission, at the end of each 12 month period of the contract. The contractor shall submit a draft version of the annual report to the Commission ten working days before the annual meeting, and as a finalised report ten working days after the annual meeting, taking into account the outcome of the annual meeting. It should contain an executive summary fit for publication, including a description of the content available in the data space, their distribution by provider, country of origin of the data, statistics on the access and

usage of the platform and an analysis of its impact in the traditional, web news and social media.

PM. Final report

The contractor shall submit a final report to the Commission in the final month of the contract. The contractor shall submit a draft version of the final report to the Commission ten working days before the final meeting, and as a finalised report at ten days after the final meeting, taking into account the outcome of the Final meeting. It should contain an executive summary fit for publication including a description of the content available through the portal, their distribution by provider, country of origin of the data, statistics on the access and usage of the platform and an analysis of its impact in the traditional, web news and social media.

DS. Phase-out report

The contractor will deliver a phasing-out period report, at the end of the phasing-out period, in the case of a successor contractor.

DS. Data space deliverables

DS. Data governance

This document must contain the rules about the data governance mechanism, including the legislative and administrative framework, and the stakeholders that participated in it.

The contractor shall submit the deliverable for approval in M7 of the contract, and again whenever there are significant changes thereafter.

DS. Infrastructure report

This report must contain a detailed overview of the infrastructure of the data space for cultural heritage, the evolution of its architecture and services and its main performance.

It must include indicators from the relevant requirements, reporting on development and maintenance activities, quality of service, as well as the evolution and use of services.

The contractor shall deliver the Infrastructure report to the Commission every 12 months, starting on M9 of the contract.

DS. Technical documentation

The technical documentation should have professional quality and cover all technical aspects on how to set-up, configure, operate and monitor the data space. The contractor shall deliver the first version by M10 of the contract, and thereafter, an updated version every 12 months.

DS. Stress test reports

The contractor shall deliver a stress test report every 12 months from M11 of the contract. The report will detail the result of simulations in which the platform is exposed to extremely high levels of traffic, hacking of user data and any other thief or unwanted modification of data.

DS. Disaster recovery

The contractor shall deliver a disaster recovery report every 12 months from M11 of the contract. The report will detail the result of a simulation in which the platform runs a catastrophic failure and the results obtained (including time spent) in order to bring the platform's full functionality back online.

DS. Data supply & reuse reports

The contractor shall deliver a Data supply & reuse report on M8 of the contract and every 9 months thereafter.

The report will cover the supply of new or updated datasets in the reporting period. It will include a definition of high-value datasets as well as an inventory of high-value datasets in the data space. It will also report on links providing interoperable access to other data spaces or platforms in Europe. The report will detail activities and results of data providers support, community engagement and the work done and results achieved in adoption of frameworks and standardisation.

The report will also detail activities and results towards reuse by relevant user groups, the offered tools and services for data providers and data users, as well as the evolution in use of the data space.

The contractor will include in the report suggestions and comments on suggested follow-ups, showing evidence that the offered services are being systematically enriched and improved over time.

DS. Users and usage report

The contractor shall deliver a report on users and usage of the digital services offered for the public, every 8 months starting on M6 of the contract. The report will include overview and analysis of the activities to reach out to the public and their performance. The reports will build on the interaction logs and analytics that the contractor will maintain throughout the life of the project.

It will also include figures and an analysis on feedback received through user feedback mechanisms and on actions taken in response to the user feedback.

The contractor will include in the report suggestions and comments on suggested follow-ups, showing evidence that the offered services are being systematically enriched and improved over time.

DS. Communication and dissemination plan

The communication and dissemination plan should be delivered on M2, M11 and every 12 months thereafter. The reports will be based on results of the work undertaken towards user groups, as well as forward-looking planning.

1.4.3.2. Timetable and meetings

Timetable of deliverables

Service	Title	Type	Include in the tender	Due month	Linked to payment ¹⁸
PM	Implementation plan Y[X]	Deliverable	No	M1, M12, M24	No
PM	Phase-in report	Deliverable (if needed)	No	M2	No
PM	Risk management plan	Deliverable	Yes (draft)	M3	No
PM	Periodic report M[x]	Deliverables	No	M3, M6, M9, M12, M15, M18, M21, M24	Yes
PM	Annual report	Deliverables	No	M12, M24	No
PM	Final report	Deliverable	No	M24 (if no renewal) OR M36 (if one renewal) OR M48 (if two renewals)	Yes
PM	Phase-out report	Deliverable (if needed)	No	M24 (if no renewal) OR M36 (if one renewal) OR M48 (if two renewals)	No
DS	Data governance	Deliverable	No	M7	No
DS	Infrastructure report	Deliverable	No	M9, M21	No
DS	Technical documentation	Deliverable	No	M10, M22	No
DS	Stress test reports	Deliverable	No	M11, M23	No
DS	Disaster recovery	Deliverable	No	M11, M23	No
DS	Data supply and reuse reports	Deliverable	No	M8, M17	No
DS	Users and usage report	Deliverable	No	M6, M14, M22	No
DS	Communication and dissemination plan	Deliverable	No	M2, M11, M23	No

In case of renewal, the following deliverables would be required from the contractor:

¹⁸ The periodic reports are directly linked to the interim payments, however the approval of the periodic reports is subject to the satisfactory delivery of the other due deliverables.

Service	Title	Type	Due month	Linked to payment ¹⁹
PM	Implementation plan (update)	Deliverable	M36 (in case of second renewal)	No
PM	Risk management plan (update)	Deliverable	M28	No
PM	Periodic report M[x]	Deliverables and meetings	M27, M30, M33, M36	Yes
PM	Annual report	Deliverables and annual review meetings	M36	No
DS	Infrastructure report	Deliverable	M33	No
DS	Technical documentation	Deliverable	M34	No
DS	Stress test reports	Deliverable	M35	No
DS	Disaster recovery	Deliverable	M35	No
DS	Data supply and reuse reports	Deliverable	M26, M35	No
DS	Users and usage report	Deliverable	M30	No
DS	Communication and dissemination plan	Deliverable	M35	No

In case of a second renewal, the following deliverables would be required from the contractor:

Service	Title	Type	Due month	Linked to payment ²⁰
PM	Risk management plan (update)	Deliverable	M39	No
PM	Periodic report M[x]	Deliverables and meetings	M39, M42, M45, M48	Yes
PM	Annual report	Deliverables and annual review meetings	M48	No
DS	Infrastructure report	Deliverable	M45	No
DS	Technical documentation	Deliverable	M46	No
DS	Stress test reports	Deliverable	M47	No
DS	Disaster recovery	Deliverable	M47	No
DS	Data supply and reuse reports	Deliverable	M44	No
DS	Users and usage report	Deliverable	M38, M46	No
DS	Communication and dissemination plan	Deliverable	M47	No

Meetings

Meetings	Type	Due month
Inception Meeting	Online meeting	M1

¹⁹ The periodic reports are directly linked to the interim payments, however the approval of the periodic reports is subject to the satisfactory delivery of the other due deliverables.

²⁰ The periodic reports are directly linked to the interim payments, however the approval of the periodic reports is subject to the satisfactory delivery of the other due deliverables.

Monthly OMB Meetings	Online meeting	Every month, starting M2
Annual Meeting	Meeting	Every 12 Months, starting M12
Final Meeting	Meeting	Final Month of the contract
Governance meetings (CEDCHE)	Meeting	By invitation, up to 4 times yearly (at the Commission premises, or held online)

A schedule of meetings will be agreed with the contractor for this assignment. Such meetings will be attended by representatives of the European Commission, the project manager leader and other members of the contractor's team, as required. Other knowledgeable external experts may be invited by the Commission to participate. The meetings will be chaired by a Commission representative and will be held online or at the Commission premises in Brussels or Luxembourg. Any costs related to these meetings are to be borne by the contractor.

The aim of the meetings will be to guide the work of the contractor. In particular, they will allow setting-up the initial orientations, review progress in critical milestones, review the deliverables of the assignment, and discuss operational, contractual matters, coordination or other implementation matters.

Within five days following each meeting, the contractor will circulate minutes of the meeting to all participants, together with copies of presentations made during the meeting or other related documents. The minutes shall be concise and concentrate on major decisions and shall list the open action points for the next reporting period.

Additionally, the contractor may be asked by the Commission to attend the meetings of the CEDCHE as part of the governance structure (see 1.4.2.6 above). It is not expected that such meetings take place more than four times per calendar year. The meetings may be organised virtually or held at the Commission premises in Brussels or Luxembourg.

The tenderer should include costs of attendance of its own representative(s) at all the above meetings in the financial section of the tender.

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

The services will be performed at the following locations:

- the contractor's premises

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 provisions of the draft contract as the latter will define and govern the contractual relationship(s) to be established between the *Contracting authority* and the successful tenderer(s). Special attention is to be paid to the provisions

specifying the rights and obligations of the contractor, in particular those on payments, performance of the contract, confidentiality, and checks and audits.

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

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

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

The contract(s) resulting from the award of this call for tenders will be concluded for at most 24 months. The details of the initial contract duration and possible renewals are set out in Article I.3 of the draft contract.

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

For all exchanges with the contractor during the implementation of the contract as well as for future possible subsequent proceedings 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 [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](#)²¹. 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 [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](#) (the Financial Regulation)²¹.

The *Contracting authority* has chosen to award the contract resulting from this call for tenders through an open procedure pursuant to Article 164(1) (a) of the Financial Regulation. In an open procedure any interested economic operator (any natural or legal person who offers to supply products, provide services or execute works) may submit a tender.

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

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

It is also open to all natural and legal persons established in a third country which has a special agreement with the European Union in the field of public procurement on the conditions laid down in that agreement. Where the Agreement on Government Procurement²² concluded within the World Trade Organisation applies, the participation to this call for tenders is open to all natural and legal persons established in the countries that have ratified this Agreement, on the conditions laid down therein.

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

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

2.3. Registration in the Participant Register: why register?

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

²¹ 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).

²² https://www.wto.org/english/tratop_e/gproc_e/gp_gpa_e.htm.

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

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

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

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

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

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

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

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

2.4.1. Joint tenders

A joint tender is a situation where a tender is submitted by a group (with or without legal form) of economic operators regardless of the link they have between them. The group as a whole is considered a tenderer²³.

²³ References to *tenderer* or *tenderers* in this document shall be understood as covering both sole tenderers and groups of economic operators submitting a joint tender.

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

Group members must appoint a *Group leader* and a single point of contact authorised to act on their behalf in connection with the submission of the tender and all relevant questions, clarification requests, notifications, etc., that may be received during the evaluation, award and until the contract signature. The model power of attorney attached in **Annex 3** is to be used.

The joint tender must clearly indicate the role and tasks of each member and of the *Group leader* who will act as the *Contracting authority's* contact point for the contract's administrative or financial aspects and operational management. The *Group leader* will have full authority to bind the group and each of its members during contract execution. If the joint tender is successful, the *Contracting authority* shall sign the contract with the Group leader, authorised by the other members to sign the contract on their behalf via power of attorney drawn up in the model attached in **Annex 3**.

Changes in the composition of the group during the procurement procedure (after the submission deadline and before contract signature) shall lead to rejection of the tender except in case of a merger or takeover of a member of the group (universal succession), provided that the new entity has access to procurement (see **Section 2.2**) and is not in an exclusion situation, (see **Section 3.1**).

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

2.4.2. Subcontracting

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

The following shall not be considered subcontracting:

- a) Use of workers posted to the contractor by another company owned by the same group and established in a Member State (“intra-group posting” as defined by Article 1, 3, (b) of [Directive 96/71/EC concerning the posting of workers in the framework of the provision of services](#)).
- b) Use of workers hired out to the contractor by a temporary employment undertaking or placement agency established in a Member State (“hiring out of workers” as defined by Article 1, 3, (c) of [Directive 96/71/EC concerning the posting of workers in the framework of the provision of services](#)).
- c) Use of workers temporarily transferred to the contractor from an undertaking established outside the territory of a Member State and that belongs to the same group (“intra-corporate transfer” as defined by Article 3, (b) of [Directive 2014/66/EU on the conditions of entry and residence of third-country nationals in the framework of an intra-corporate transfer](#)) .

- d) Use of staff without employment contract (“self-employed persons working for the contractor”), without the tasks of the self-employed persons being particular well-defined parts of the contract.
- e) Use of suppliers and/or transporters by the contractor, in order to perform the contract at the place of performance, unless the economic activities of the suppliers and/or the transporting services are within the subject of this call for tenders (see **Section 1.4**).
- f) Performance of part of the contract by members of an EEIG (European Economic Interest Grouping), when the EEIG is itself a contractor or a group member.

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

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

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

- on whose capacities the tenderer relies upon to fulfil the selection criteria as described under **Section 3.2**;
- whose individual share of the contract, known at the time of submission, is above 3%.

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

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

- any new subcontractor is not in an exclusion situation;
- the tenderer still fulfils the selection criteria and the new subcontractor fulfils the selection criteria applicable to it individually, if any;
- the terms of the originally submitted tender are not altered substantially, i.e. all the tasks assigned to the former subcontractor are taken over by another involved entity, the change does not make the tender non-compliant with the tender specifications, and the evaluation of award criteria of the originally submitted tender is not modified.

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

2.4.3. Entities on whose capacities the tenderer relies to fulfil the selection criteria

In order to fulfil the selection criteria a tenderer may also rely on the capacities of other entities, regardless of the legal nature of the links it has with them. It must in that case prove that it will have at its disposal the resources necessary for the performance of the contract by producing a commitment letter in the model attached in **Annex 5.2**, signed by the authorised

representative of such an entity, and the supporting evidence that those other entities have the respective resources.

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

With regard to technical and professional selection criteria, a tenderer may only rely on the capacities of other entities where the latter will perform the works or services for which these capacities are required.

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

3. EVALUATION AND AWARD

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

- Check if the tenderer has access to procurement (see *Section 2.2*);
- Verification of administrative compliance (if the tender is drawn up in one of the official EU languages and the required documents signed by duly authorised representative(-s) of the tenderer);
- Verification of non-exclusion of tenderers on the basis of the exclusion criteria;
- Selection of tenderers on the basis of selection criteria;
- Verification of compliance with the minimum requirements specified in the procurement documents;
- Evaluation of tenders on the basis of the award criteria.

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

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

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

3.1. Exclusion criteria

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

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

As evidence of non-exclusion each tenderer needs to submit with its tender a Declaration on Honour²⁴ in the model available in *Annex 2*.²⁵ The declaration must be signed by an authorised representative of the entity providing the declaration.

²⁴ The European Single Procurement Document (ESPD) may not be used yet in European Commission's calls for tenders.

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

Annex 1 specifies which of the *involved entities* participating in a tender need to provide the Declaration on Honour and, when requested by the *Contracting authority*, the supporting evidence.

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

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

3.2. Selection criteria

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

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

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

When submitting its tender each tenderer shall declare on honour that it fulfils the selection criteria for the call for tenders. The model Declaration on Honour available in **Annex 2** shall be used.

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

²⁵ 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.

²⁶ 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.

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 procedure²⁷. In any case, to the extent that there is no ground for a waiver, the evidence must be provided, upon request and within a deadline given by the *Contracting authority*. The evidence must be provided in accordance with the applicable basis for assessment of each criterion: in case of a consolidated assessment – only by the *involved entities* who contribute to the fulfilment of the criterion, and in case of individual assessment – by each *involved entity* to whom the criterion applies individually.

Before the award decision, the contracting authority may request documentary evidence on compliance with the selection criteria set out in the present tender specifications. All tenderers are **invited to prepare in advance the documents related to the evidence**, since they may be requested to provide such evidence in a short deadline. In any event, the tenderer proposed by the evaluation committee for the award of the contract, will be requested to provide such evidence.

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

Legal and regulatory capacity

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

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

- Proof of enrolment in a relevant trade or professional register

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

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

²⁷ 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.

Minimum level of capacity	Average yearly turnover of the last two financial years above EUR 7 500 000.
Basis for assessment	This criterion applies to the tenderer as a whole, i.e. a consolidated assessment of the combined capacities of all <i>involved entities</i> will be carried out.
Evidence	Copy of the profit and loss accounts and balance sheets for the last two years for which accounts have been closed from each concerned <i>involved entity</i> , 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 need not be provided with the tender but may be requested by the *Contracting authority* or the *EU Validation Services* at any time during the procedure. **Please note that a request for evidence in no way implies that the tenderer has been successful.**

Technical and professional capacity

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

Criterion T1	
The tenderer must prove experience in <i>all</i> of the following fields:	
<ul style="list-style-type: none"> • Project management and coordination; • Data management, search, usability, evidence-based web development; • Development, maintenance and operation of cultural heritage data infrastructures; • Aggregation of data from different sources; • Legal, with particular reference to EU legislation on open data directive, copyright directive, data protection regulation, licencing of digital cultural heritage content, including access to a core network of experts on cultural heritage across the EU; • High-quality editorial services in several EU official languages; • Capacity building and training. 	
Minimum level of capacity	At least 2 similar (in scope and complexity) projects or contracts completed in the last three years preceding the tender submission deadline, with a minimum value for each of them € 1 000 000.
Basis for assessment	This criterion applies to the tenderer as a whole, i.e. the combined capacities of all <i>involved entities</i> .
Evidence	<p>A list of projects meeting the minimum level of capacity. The list shall include details of their start and end date, total project amount and scope, role and amount invoiced. In case of projects still on-going only the portion completed during the reference period will be taken into consideration.</p> <p>As supporting documents for each project reference, the <i>Contracting authority</i> may request statements issued by the clients and take contact with them.</p>

Criterion T2

The team delivering the service should include, as a minimum, the following profiles:

- Project Manager leader, and backup;
- Senior software developers;
- Software developers;
- Web developers;
- Usability experts;
- Experts in web operations and a backup;
- Data scientists/ curators with experience in data conversion, mapping, linked data;
- Communications experts covering several EU official languages;
- Legal consultant with experience in intellectual property rights, licensing of digital content and data protection, plus a backup.

Minimum level of capacity	<ul style="list-style-type: none"> • At least 5 years of experience for the Senior software developers and the Data scientists. • At least 5 years of experience for the Project managers, including overseeing project delivery, quality control of delivered service, client orientation and conflict resolution experience in project of a similar size. • At least 3 years of experience for the other profiles.
Basis for assessment	This criterion applies to the tenderer as a whole, i.e. the combined capacities of all <i>involved entities</i> .
Evidence	<p>Concise but informative curricula vitae of team members, with the educational and professional qualifications of the main persons who will provide the service for this tender (CVs) including the management staff. Each CV provided should indicate the intended function in the delivery of the service.</p> <p>The Europass curriculum vitae template (available at http://europass.cedefop.europa.eu/documents/curriculum-vitae) shall be filled in by the main persons involved in the execution of the tasks foreseen in the tender. Please make sure the precise contractual link with the tenderer is clearly indicated.</p>

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

Involved entities must not be subject to conflicting interests which may negatively affect the contract performance. Where the *Contracting authority* has established such conflicting interests, it may conclude that the tenderer or an involved entity does not possess the required professional capacity to perform the contract to an appropriate quality standard.

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

3.3. Compliance with the minimum requirements specified in the procurement documents

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

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

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

3.4. Award criteria

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

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

1. Price - *weighting for price: 35*

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

2. Quality - *weighting for quality: 65*

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

<u>Technical award criterion</u>	<u>Maximum score/weighting</u>	<u>Threshold</u>
----------------------------------	--------------------------------	------------------

1. Understanding of the tasks required: 1.1. Understanding of the policy background and objectives. (5p) 1.2. Understanding of requirements and activities of the tender. (5p)	10	6
2. Technical quality of the tender : 2.1. Quality of the methodological approach (5p) 2.2. Quality of the approach for each service to be purchased: 2.2.1. Development and operation of the data space infrastructure(15p) 2.2.2. Integration of high-quality data (15p) 2.2.3. Capacity building and fostering reuse (15p) 2.2.4. Digital services for the public (15p) 2.3. Value added in terms of additional features not included in the tender specifications. (5p) 2.4. Coverage of all EU official languages (5p)	75	45
3. Organisation of work: 3.1. Feasibility to meet the objectives specified in the tender specifications outlined by a workplan or timetable. (7p) 3.2. Adequacy and appropriateness of the overall allocation of time and resources to each task or deliverable, as well as the level of direct participation of senior staff in performance of the tasks required under these tender specifications and specifying clearly the identity, roles, activities and responsibilities of subcontractor(s). (8p)	15	9
TOTAL (TQS)	100	60

Tenders scoring less than 60% of the maximum score for any technical award criterion will be considered of insufficient quality and rejected.

Tenders with a total score of less than 60 points at the end of the evaluation process will be considered of insufficient quality and rejected.

3.5. Award (ranking of tenders)

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

score for tender X	=	<table><tr><td>cheapest price</td></tr><tr><td>price of tender X</td></tr></table>	cheapest price	price of tender X	*	100	*	35 %	+	<table><tr><td>total quality score (out of 100) for all award criteria of tender X</td></tr></table>	total quality score (out of 100) for all award criteria of tender X	*	65%
cheapest price													
price of tender X													
total quality score (out of 100) for all award criteria of tender 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: 2, 1, 3.

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

4. FORM AND CONTENT OF THE TENDER

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

Tenders are to be submitted via the eSubmission application according to the instructions laid down in the Invitation to tender letter and the [eSubmission Quick Guide](#).

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

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

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

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

- *Technical offer.*

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

Tenderers are free to choose where the personal data will be processed or stored as long as they comply with the contractual obligations on data processing (Art.I.9.2 and Art. II.9) and, in particular, with the requirements for transfer of personal data to third countries and international organisations laid down in Chapter V of Regulation (EU) 2018/1725²⁸.

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

- *Financial offer.*

A complete financial offer, including the breakdown of the price needs to be uploaded. For this purpose, the Financial Model in *Annex 6* shall be completed and uploaded in eSubmission. The total amount of the offer as indicated in cell “FIXED PRICE NOT

²⁸ Regulation (EU) 2018/1725 of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC, OJ L 295/39, 21.11.2018, <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32018R1725&from=EN>

SUBJECT TO REVISION AND INCLUSIVE OF ALL EXPENSES” must be encoded in the field “Total amount” under the section “Tender data” in eSubmission.

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

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

The total price quoted cannot exceed EUR 15 000 000 (fifteen million euro) for the initial contract period of 24 months. Tenders with a higher total price will be rejected.

The total price, including the renewals, cannot exceed EUR 30 000 000 (thirty million).

The tenderer should include in the offer a yearly price which must be the same for each of the four years of the contract (in case of renewal). The total price for the first 2 years of the contract will be considered when awarding the contract. Tenders which do not comply with the conditions laid down above will be rejected.

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

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

4.3. Signature policy: how can documents be signed?

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

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

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

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

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

- The Declaration on Honour of the tenderer (in case of joint tender – the Declarations on Honour of all group members);

- (If applicable – in the case of joint tender) the power(s) of attorney drawn up using the model attached in **Annex 3**).

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

4.4. 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, agencies and bodies, as well to other persons and entities working for the *Contracting authority* or cooperating with it, including contractors or subcontractors and their staff provided that they are bound by an obligation of confidentiality.
- After the signature of the award decision tenderers whose tenders were received in accordance with the submission modalities, who have access to procurement, who are not found to be in an exclusion situation referred to in Article 136(1) of the FR, who are not rejected under Article 141 of the FR, whose tenders are not found to be incompliant with the procurement documents, and who make a request in writing will be notified of the name of the tenderer to whom the contract is awarded, the characteristics and relative advantages of the successful tender and the price of the offer and/or contract value. The *Contracting authority* may decide to withhold certain information that it assesses as being confidential, in particular where its release would prejudice the legitimate commercial interests of economic operators or might distort fair competition between them. Such information may include, without being limited to, confidential aspects of tenders such as unit prices included in the financial offer, technical or trade secrets²⁹.
- 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 disclosure³⁰, the *Contracting authority* may refuse to provide full access to the submitted tender,

²⁹ For the definition of trade secrets please see Article 2 (1) of DIRECTIVE (EU) 2016/943 on the protection of undisclosed know-how and business information (trade secrets) against their unlawful acquisition, use and disclosure.

³⁰ See Article 4 (2) of the REGULATION (EC) No 1049/2001 regarding public access to European Parliament, Council and Commission documents.

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.

APPENDIX: LIST OF REFERENCES

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

ANNEXES

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

Description	Sole tenderer	Joint tender		Identified Subcontractor	Entity on whose capacity is being relied	When and where to submit the document?	Instructions for uploading in eSubmission (if applicable)										
		Group leader	Member of the group				How to name the file?	Where to upload?									
1. Identification and information about the tenderer.																	
eSubmission view																	
<div><div><div></div></div><div>Ways to submit</div></div> <div><div></div><div>Parties</div></div> <div><div></div><div>Tender data</div></div> <div><div></div><div>Submission report</div></div> <div><div></div><div>Submit</div></div> <tr><td>Declaration on Honour on Exclusion and Selection Criteria (see Section 3.1) model in Annex 2. Declaration on Honour on exclusion and selection criteria</td><td><div><div></div></div></td><td><div><div></div></div></td><td><div><div></div></div></td><td><div><div></div></div></td><td><div><div></div></div></td><td>With the tender in eSubmission</td><td>'Declaration on Honour'</td><td>With the concerned entity under 'Parties' → 'Identification tenderer' → 'Attachments' → 'Declaration on Honour'. For entities on whose capacity is being relied and who are not subcontractors, the document must be uploaded in the section of the Sole tenderer or Group leader: → 'Identification tenderer'</td></tr>									Declaration on Honour on Exclusion and Selection Criteria (see Section 3.1) model in Annex 2. Declaration on Honour on exclusion and selection criteria	<div><div></div></div>	<div><div></div></div>	<div><div></div></div>	<div><div></div></div>	<div><div></div></div>	With the tender in eSubmission	'Declaration on Honour'	With the concerned entity under 'Parties' → 'Identification tenderer' → 'Attachments' → 'Declaration on Honour'. For entities on whose capacity is being relied and who are not subcontractors, the document must be uploaded in the section of the Sole tenderer or Group leader: → 'Identification tenderer'
Declaration on Honour on Exclusion and Selection Criteria (see Section 3.1) model in Annex 2. Declaration on Honour on exclusion and selection criteria	<div><div></div></div>	<div><div></div></div>	<div><div></div></div>	<div><div></div></div>	<div><div></div></div>	With the tender in eSubmission	'Declaration on Honour'	With the concerned entity under 'Parties' → 'Identification tenderer' → 'Attachments' → 'Declaration on Honour'. For entities on whose capacity is being relied and who are not subcontractors, the document must be uploaded in the section of the Sole tenderer or Group leader: → 'Identification tenderer'									

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

³¹ 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.

						At any time during the procedure		
Evidence of legal existence and status	☒	☒	☒			Only upon request by <i>the EU Validation services</i> At any time during the procedure In the Participant Register	n.a.	n.a.
Evidence of legal capacity (see Section 3.2.1)	☒	☒	☒			Only upon request by <i>the Contracting authority</i> At any time during the procedure	n.a.	n.a.
Evidence of economic and financial capacity F1 (see Section 3.2.2)	<p>The documents must be provided</p> <p>only by the <i>involved entities</i></p> <p>who contribute to reaching the minimum capacity level</p> <p>for criterion F1</p>					Only upon request by <i>the Contracting authority</i> . At any time during the procedure In the Participant Register	n.a.	With the Group leader or the sole tenderer under 'Parties' → 'Identification tenderer' → 'Attachments' → 'Economic and financial capacity'.
Evidence of technical and professional capacity T1 (see Section 3.2.3)	<p>The documents must be provided</p> <p>only by the <i>involved entities</i></p> <p>who contribute to reaching the minimum capacity level</p> <p>for criterion T1</p>					With the tender in eSubmission	'Project_reference_No.1" 'Project_reference_No.2" 	With the Group leader or the sole tenderer under 'Parties' → 'Identification tenderer' → 'Attachments' → 'Technical and professional capacity'.
Evidence of technical and	The documents must be provided					With the tender	'Curriculum vitae	With the Group leader or the sole tenderer under

professional capacity T2 (see Section 3.2.3)	only by the <i>involved entities</i> who contribute to reaching the minimum capacity level for criterion T2					in eSubmission	No.1" 'Curriculum vitae No.2" 	'Parties' → 'Identification tenderer' → 'Attachments' → 'Tech- nical and professional capacity'.
Administrative identification sheet (Annex 7)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			With the tender in eSubmission	“Administrative identification sheet”	In the Sole tenderer’s or the Group leader’s section under 'Parties' → 'Identification tenderer' → 'Attachments' → 'Other documents'.
2. Tender data. <i>eSubmission view</i> <div> </div>								
<i>Failure to upload the following documents in eSubmission will lead to rejection of the tender.</i>								
Technical offer (see Section 4.2)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				With the tender in eSubmission	'Technical offer'	Under section 'Tender Data' → 'Technical offer'
Financial offer (see Section 4.2) model in Annex 6	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				With the tender in eSubmission	'Financial offer'	Under 'Tender Data' → 'Financial offer'

Annex 2. Declaration on Honour on exclusion and selection criteria

Procedure reference number: CNECT/LUX/2021/OP/0070

Procedure title: Deployment of a common European data space for cultural heritage

A. Declaration on honour on exclusion criteria

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

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

Full official name:

Official legal form:

Statutory registration number:

Full official address:

VAT registration number:

Referred to below as **‘the person’**

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

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

Referred to below as **‘the person’**

The person is not required to submit the declaration on exclusion criteria if the same declaration has already been submitted for the purposes of another award procedure of the same contracting

authority³², provided the situation has not changed, and that the time that has elapsed since the issuing date of the declaration does not exceed one year.

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

Date of the declaration	Full reference to previous procedure

I – Situations of exclusion concerning the person

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

³² The same EU institution, agency, body or office.

1995;		
(ii) corruption, as defined in Article 4(2) of Directive (EU) 2017/1371 or active corruption within the meaning of Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997, or conduct referred to in Article 2(1) of Council Framework Decision 2003/568/JHA, or corruption as defined in other applicable laws;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) conduct related to a criminal organisation, as referred to in Article 2 of Council Framework Decision 2008/841/JHA;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) money laundering or terrorist financing, within the meaning of Article 1(3), (4) and (5) of Directive (EU) 2015/849 of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(v) terrorist offences or offences related to terrorist activities as well as of inciting, aiding, abetting or attempting to commit such offences as defined in Articles 3, 14 and Title III of Directive (EU) 2017/541 of the European Parliament and of the Council of 15 March 2017 on combating terrorism;	<input type="checkbox"/>	<input type="checkbox"/>
(vi) child labour or other offences concerning trafficking in human beings as referred to in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(e) it has shown significant deficiencies in complying with the main obligations in the performance of a contract or an agreement financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by a contracting authority, the European Anti-Fraud Office (OLAF) or the Court of Auditors;	<input type="checkbox"/>	<input type="checkbox"/>
(f) it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;	<input type="checkbox"/>	<input type="checkbox"/>
(g) it has been established by a final judgment or final administrative decision that the person has created an entity in a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration or principal place of business.	<input type="checkbox"/>	<input type="checkbox"/>
(h) (<i>only for legal persons</i>) it has been established by a final judgment or final administrative decision that the person has been created with the intent referred to in point (g).	<input type="checkbox"/>	<input type="checkbox"/>
(2) declares that, for the situations referred to in points (1) (c) to (1) (h) above, in the absence of a final judgement or a final administrative decision, the person is ³³ :	YES	NO

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

i. subject to facts established in the context of audits or investigations carried out by the European Public Prosecutor's Office, the Court of Auditors, or the internal auditor, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body;	<input type="checkbox"/>	<input type="checkbox"/>
ii. subject to non-final judgments or non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics;	<input type="checkbox"/>	<input type="checkbox"/>
iii. subject to facts referred to in decisions of entities or persons being entrusted with EU budget implementation tasks;	<input type="checkbox"/>	<input type="checkbox"/>
iv. subject to information transmitted by Member States implementing Union funds;	<input type="checkbox"/>	<input type="checkbox"/>
v. subject to decisions of the Commission relating to the infringement of Union competition law or of a national competent authority relating to the infringement of Union or national competition law;	<input type="checkbox"/>	<input type="checkbox"/>
vi. informed, by any means, that it is subject to an investigation by the European Anti-Fraud office (OLAF): either because it has been given the opportunity to comment on facts concerning it by OLAF, or it has been subject to on-the-spot checks by OLAF in the course of an investigation, or it has been notified of the opening, the closure or of any circumstance related to an investigation of the OLAF concerning it.	<input type="checkbox"/>	<input type="checkbox"/>

II – Situations of exclusion concerning natural or legal persons with power of representation, decision-making or control over the legal person and beneficial owners

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

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

Situation (1)(h) above (person created with the intent to circumvent legal obligations)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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III – Situations of exclusion concerning natural or legal persons assuming unlimited liability for the debts of the legal person

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

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

IV – Other grounds for rejection from this procedure

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

V – Remedial measures

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

VI – Evidence upon request

Upon request and within the time limit set by the contracting authority the person must provide information on natural or legal persons that are members of the administrative, management or supervisory body or that have powers of representation, decision or control, including legal and natural persons within the ownership and control structure and beneficial owners and appropriate evidence that none of those persons are in one of the exclusion situations referred to in (1) (c) to (f).

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

- **For situations described in points (1): (a), (c), (d), (f), (g) and (h) above, a recent extract from the judicial record or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.**
- For the situations described in point (1) (a), (b), recent certificates issued by the competent authorities of the the country of establishment. These documents must provide evidence covering all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country of establishment, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

The person is not required to submit the evidence if it has already been submitted for another award procedure of the same contracting authority³⁴. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

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

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

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

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

Internet address of the database	Identification data of the document
<i>Insert as many lines as necessary.</i>	

B. Declaration on honour on selection criteria

I – Selection criteria

Selection criteria applicable to the tenderer/candidate as a whole-consolidated assessment

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

³⁴ The same institution or agency.

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

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

Selection criteria applicable individually to the involved entities of the tenderer/candidate-individual assessment

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

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

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

II – Evidence upon request

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

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

The person is not required to submit the evidence if it has already been submitted for another procurement procedure of the same contracting authority³⁵. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

³⁵ The same institution of agency.

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

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

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

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

Internet address of the database	Identification data of the document
<i>Insert as many lines as necessary.</i>	

C. Declaration on honour on established debt to the union

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

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

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

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

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

Full name:

Date:

Signature:

The declaration is to be signed with:

1. Electronic signature (recommended option):

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

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

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

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

2. Handwritten signature:

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

Annex 3. Power of attorney

Call for tenders CNECT/LUX/2021/OP/0070 -

Deployment of a common European data space for cultural heritage

POWER OF ATTORNEY

The undersigned:

– Signatory (Name, Function, Company, Registered address, VAT Number)

having the legal capacity required to act on behalf of his/her company,

HEREBY AGREES TO THE FOLLOWING:

- 1) To submit a joint tender as a member of a group of tenderers (the Group), constituted by Company 1, Company 2, Company N (Group members), and led by Company 1 (Group leader), in accordance with the conditions specified in the tender specifications and the terms specified in the tender to which this Power of attorney is attached.
- 2) If the *Contracting authority* awards the contract resulting from this call for tenders to the Group on the basis of the joint tender to which this power of attorney is attached, all *Group members* shall be considered parties to the contract in accordance with the following conditions:
 - (a) All *Group members* shall be jointly and severally liable towards the *Contracting authority* for the performance of the contract.
 - (b) All *Group members* shall comply with the terms and conditions of the contract and ensure the proper delivery of their respective share of the services and/or supplies subject to the contract.
- 3) Payments by the *Contracting authority* related to the services and/or supplies subject to the Contract shall be made through the bank account of the *Group leader*: [Provide details on bank, address, account number].
- 4) The *Group members* grant to the *Group leader* all the necessary powers to act on their behalf in the submission of the tender and the conclusion of the contract, including:
 - (a) The *Group leader* shall submit the tender on behalf of all *Group members* and indicate in the "Tender Contact Info" section in eSubmission the name and e-mail address of an individual - single point of contact authorised to communicate officially with the *Contracting authority* in connection with the submitted tender on behalf of all *Group members*, including in connection with all relevant questions, clarification requests, notifications, etc., that may be received during the evaluation, award and until the contract signature.
 - (b) The *Group leader* shall sign any contractual documents — including the contract, and amendments thereto — and issue any invoices related to the performance of the contract on behalf of all *Group members*.
 - (c) The *Group leader* shall act as a single contact point with the *Contracting authority* in the

delivery of the services and/or supplies subject to the contract. It shall co-ordinate the delivery of the services and/or supplies by the *Group* to the *Contracting authority*, and shall see to a proper administration of the contract.

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

Place and date:

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

Annex 4. List of identified subcontractors

CNECT/LUX/2021/OP/0070

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

Annex 5.1. Commitment letter by an identified subcontractor

[Letterhead, if any]

European Commission

Call for tenders Ref.
CNECT/LUX/2021/OP/0070

Attn:

[Insert date]

Commitment letter by identified subcontractor

I, the undersigned,

Name:

Function:

Company:

Registered address:

VAT Number:

having the legal capacity required to act on behalf of the company ***[insert name of the entity]*** hereby confirm that our company agrees to participate as subcontractor in the offer of [insert name of the tenderer] for the call for tenders CNECT/LUX/2021/OP/0070 – Deployment of a common European data space for cultural heritage.

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

Done at:

Name:

Position:

Signature:

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

[Letterhead, if any]

European Commission

Call for tenders Ref.
CNECT/LUX/2021/OP/0070

Attn:

[Insert date]

Commitment letter by an entity on whose capacity is being relied

I, the undersigned,

Name:

Function:

Company:

Registered address:

VAT Number:

having the legal capacity required to act on behalf of the company *[insert name of the entity]* hereby confirm that our company **authorises the** *[insert name of the tenderer]* **to rely on its [financial and economic capacity] [technical and professional capacity] in order to meet the minimum levels** required for the call for tenders CNECT/LUX/2021/OP/0070 – Deployment of a common European data space for cultural heritage.

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

Done at:

Name:

Position:

Signature:

Annex 6. Financial offer form

Annex 6 is published as a separate document

Annex 7. Administrative Identification form

CNECT/LUX/2021/OP/0070

TENDERER'S ID	
Name	
Legal form	
Date of registration	
Country of registration	
Registration number	
VAT number	
Address of registered office	
Contact address (if different)	
URL	
	<input type="checkbox"/> The tenderer is Small or Medium Size Enterprise in accordance with Commission Recommendation 2003/361/EC
Bank account (lead partner only) Name of bank: Full address of branch: Exact denomination of account holder: IBAN code:	
<u>AUTHORISED REPRESENTATIVE(S)</u> ³⁶	
<u>CONTACT PERSON</u>	
Name	
Forename	
Position	
Telephone	
Fax	
Email	

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