



Request for Proposals

INNOVEIT Policy event

EIT Urban Mobility - Mobility for more liveable urban spaces

EIT Urban Mobility

EIT Urban Mobility Innovation Hub East s.r.o.

9 June 2022

eiturbanmobility.eu

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1. Overview of EIT Urban Mobility

EIT Urban Mobility, supported by the European Institute of Innovation and Technology (EIT), acts to accelerate positive change on mobility to make urban spaces more livable.

EIT Urban Mobility is an initiative of the European Institute of Innovation and Technology (EIT). Since January 2019 we have been working to encourage positive changes in the way people move around cities in order to make them more livable places. We aim to become the largest European initiative transforming urban mobility. Co-funding of up to € 400 million (2020-2026) from the EIT, a body of the European Union, will help make this happen



*We create systemic solutions that will **move more people around the city more efficiently and free up public space.***



*We bring **all key players in urban mobility together** to avoid fragmentation and achieve more.*



*We **engage cities and citizens** from the word go, giving them the opportunity to become true agents of change.*

The EIT Urban Mobility delivers breakthrough innovations to the market and breeds entrepreneurial talent for economic growth and improved quality of life in Europe. It does this by mobilising a pan-European ecosystem of more than 50 top European corporations, SMEs, start-ups, universities, and research institutes constituted into the EIT Urban Mobility Association.

As a Knowledge and Innovation Community (KIC) of the European Institute of Innovation and Technology (EIT), the EIT Urban Mobility is focused on entrepreneurship and is at the forefront of integrating education, research, and business by bringing together students, researchers, engineers, business developers and entrepreneurs. This is done in a pan-European network of Co-Location Centers (CLCs), 5 Limited Liability Companies respectively based in Germany, Czech Republic, Denmark, the Netherlands, and Spain.

We create systemic solutions that will move more people around the city more efficiently and free up public space.

We bring all key players in urban mobility together to avoid fragmentation and achieve more.

2. General objectives and scope of work

2.1. About the event

The European Institute of Innovation and Technology (EIT) is an independent EU body strengthening Europe's ability to innovate. The EIT is an integral part of Horizon Europe, the EU's Framework Programme for Research and Innovation.

EIT drives innovation across Europe by bringing together organisations from business, education and research and find innovative solutions to pressing global challenges to create, cooperate and innovate.

EIT Urban Mobility is the leading innovation community in this field that integrates more than 250 partners across the whole value chain of urban mobility and facilitates collaboration between the public sector, cities, industry, and the academia.

This event is an integral part of the *INNOVEIT Weeks 2022*, which will consist of several decentralised events across Europe with, showcasing how Europe's largest innovation ecosystem offers opportunities for innovators at every step of their journey throughout Europe.

To maximise synergies between the urban and mobility communities of practice, EIT Urban Mobility is organising this event in Brno, ahead of the European Commission's flagship conference "Urban Mobility Days" (20 - 22 September in Brno), a joint event of the CIVITAS and ELTIS initiatives, taking place during the European Mobility Week, and an official Czech presidency event.

This will create a momentum to attract interested researchers, Horizon2020 and Horizon Europe projects, industry, and policymakers to the INNOVEIT Brno, creating synergies with the EIT ecosystem and ensuring cross-fertilisation.

Positioning the event in Brno will help to further extend the reach beyond the capital city of the Czech Republic, where the majority of EIT Urban Mobility partners is located. The aim is to strengthen connections with medium-sized cities like Brno that are of vital importance to the EIT ecosystem structure and the Regional Innovation Scheme. The alignment with the Urban Mobility Days will help to achieve the needed impact and scale while building bridges across the innovation communities and attracting new partners.

The event will focus on innovation in the urban mobility sector to create more sustainable and liveable cities, accelerating the debate about urban mobility challenges that cities are facing – from air pollution and greenhouse gas emissions to congested urban areas.

EIT Urban Mobility in cooperation with other KICs will bring forward impactful innovations from the community that are helping cities solve their challenges. EIT Urban Mobility will take the lead on the organisation of the conference and will actively seek to involve other KICs. EIT Digital has already expressed interest to take part.

2.2. Objectives of the event

The event will include discussions on the following aspects of the innovation in urban mobility:

- Transforming our cities into more liveable and sustainable places while tackling city challenges (Speaker representing a public authority – from a city, region, and other public authorities)
- Bridging the collaboration between the knowledge triangle (business, education, research) and educating the next generation of urban mobility professionals (Speaker from the Technical University Munich/ Budapest University of Technology and Economics/Technical University at Braunschweig)
- Overcoming the innovation gap and maximizing the impact of investments for the development of innovative and sustainable transport solutions (Speaker from the EIT, industry players, companies, SMEs)

Target Audience:

- Cities, regions, and other public authorities
- Universities, research institutions and think-tanks
- Industry players, companies, SMEs
- Horizon2020 and Horizon Europe projects

2.3. Timing of the event

Depending on the safety rules adopted by the competent authorities to manage the Covid-19 pandemic at the time, EIT Urban Mobility will host the INNOVEIT 2022 event over 2-days on 19 & 20 September 2022.

19 September – Partner networking event – Invitation Only

17:00 – 17:15 Welcome by EIT Urban Mobility representative

17:15 – 17:35 Inspiring keynote by unicorn speaker supported by the KIC / highly known opinion leader etc.

17:35 – 17:45 Cultural interlude

17:45 – 18:30 Fireside chat with innovation leaders in the sector

18:30 – 20:30 Networking cocktail

20 September –Policy discussion

9:30 – 9:45 Welcome by EIT Urban Mobility representative

9:45 – 10:00 Keynote by the Minister of Transport of the Czech Republic/Deputy Minister of Transport of the Czech Republic (TBC)

10:00 – 10:45 *European Innovation Agenda (moderated panel discussion) – EIT (possible cross-KIC collaboration), EIC, Horizon National Contact Point, DG RTD*

10:45 – 11:00 Coffee break

11:00 – 12:00 Innovator’s Roundtable “From Innovation to Impact”: Inspiring panel with city/region/metropolitan area, Start-up CEO, Educational Expert/Professor/Researcher/Academic

Though running over 2 days, the social networking event and the policy event are organised as one event:
INNOVEIT BRNO: European Innovation Agenda for the Mobility Ecosystem

KPIs

- KPIs regarding attendance: 500 attendees
- KPIs regarding media reach / number of press articles: 2 articles related to this event
- KPIs regarding social media reach: EIT Urban Mobility is expected to contribute to overall social media reach of INNOVEIT Weeks 2022 by using the hashtag #INNOVEIT in all social media content.

2.4. Location

The INNOVEIT Brno 2022 event will take place in 2 suitable venues in **Brno, Czech Republic**. Venue proposals are welcome from contractors. EIT Urban Mobility will evaluate the submitted proposals and is responsible for choosing the final venue/s for the event.

Venue: Social networking event <i>The contractors should already include at least 2 suitable venues in the proposal they submit.</i> <i>The venue for the social networking event should be in Brno.</i> <i>EIT Urban Mobility is seeking venues with the following characteristics:</i>	Venue: Policy discussion <i>The contractors should already include at least 2 suitable venues in the proposal they submit.</i> <i>The venue for the Policy discussion (with streaming) event should be in Brno.</i> <i>EIT Urban Mobility is seeking venues with the following characteristics:</i>
<ul style="list-style-type: none"> • In the city centre, high profile event venue, wow factor and festival like ambiance. 	<ul style="list-style-type: none"> • This part of the event may take place in Brno exhibition centre (TBC) or • It will take place at the same location as Social networking event.
<ul style="list-style-type: none"> • Respect to all covid-19 guidelines and regulations in place in the country at that point in time. 	<ul style="list-style-type: none"> • Respect to all covid-19 guidelines and regulations in place in the country at that point in time.
<ul style="list-style-type: none"> • Open, dynamic environment breathing innovation & creativity. 	<ul style="list-style-type: none"> • Open, dynamic environment breathing innovation & creativity.
<ul style="list-style-type: none"> • Incorporated themes of sustainability. 	<ul style="list-style-type: none"> • Incorporated themes of sustainability.
<ul style="list-style-type: none"> • Stage area for cultural performance and plenary discussions including all AV and technical set-up + chairs, tables and microphones + audience interaction app. 	<ul style="list-style-type: none"> • Stage area for cultural performance and plenary discussions including all AV and technical set-up + chairs, tables and microphones + audience interaction app.
Set up: Plenary room for up to 100 attendees with an efficient design and good acoustics.	Set up: Plenary room for 400 - 500 attendees with an efficient design and good acoustics.
	Networking should be enabled via a virtual conference platform allowing for a virtual networking (group and individual chatting options).
Space / room for catering – coffee breaks and dinner.	Space / room for catering – breakfast & coffee breaks .

2.5. Role of EIT Urban Mobility in the organisation of the event

EIT Urban Mobility will be responsible for the following activities:

- Drafting the programme for both events
- Shaping the concept and format of both events
- Selecting speakers
- Briefing speakers and moderators on the content for both events to prepare the programme sessions
- Inviting EIT Urban Mobility partners, staff and external stakeholders to attend (excluding their registration process)
- Promoting both events via its external communications and social media channels

2.6. Detailed scope of work

The contractor will be responsible for the following activities:

A. Required agency support

Social networking event 19/09/2022	Policy discussion 20/09/2022
<p>Provide a team proposal (listing names and job titles) of the team from the contractor side that will manage the Social networking event.</p> <ul style="list-style-type: none"> • Should include a Senior and experienced project manager (Project Manager) from the contractor as the main contact to oversee and lead the project, including (but not limited to) managing the daily communications/ follow up of action points with the Communication & Engagement Officer and with different teams and members of staff within EIT Urban Mobility. 	<p>Provide a team proposal (listing names and job titles) of the team from the contractor side that will manage the Policy discussion.</p> <ul style="list-style-type: none"> • Should include a Senior and experienced project manager (Project Manager) from the contractor as the main contact to oversee and lead the project, including (but not limited to) managing the daily communications/ follow up of action points with the Communication & Engagement Officer and with different teams and members of staff within EIT Urban Mobility.
<p>Secure a range of suitable 3* & 4* hotels located close to the event venue and organise</p>	<p>Secure a range of suitable 3* & 4* hotels located close to the event venue and organise</p>

block bookings to accommodate participants during the event.	block bookings to accommodate participants during the event.
n/a	Hiring out a media agency for promotion of the event and on-site coverage.
Project-management of INNOVEIT Brno 2022 and coordination of all suppliers (venue, catering, etc.). Set up, manage and execute a comprehensive project timeline for the event.	Project-management of INNOVEIT Brno 2022 and coordination of all suppliers (venue, catering, etc.). Set up, manage and execute a comprehensive project timeline for the event.
Provide a suitable branding package for INNOVEIT Brno 2022 (in line with EIT Urban Mobility branding guidelines).	Provide a suitable branding package for INNOVEIT Brno 2022 (in line with EIT Urban Mobility branding guidelines).
Advising on agenda and format of event.	Advising on agenda and format of event.
Building 1 simple landing page/website for the whole event (19-20 Sept) and management of the event website.	Building 1 simple landing page/website for the whole event (19-20 Sept) and management of the event website.
Building a list of invitees, pulling together EIT Urban Mobility's stakeholders with additional targeted contacts to expand the list.	Building a list of invitees, pulling together EIT Urban Mobility's stakeholders with additional targeted contacts to expand the list.
Drafting invitations.	Drafting invitations.
Sending out marketing communications via an online platform.	Sending out marketing communications via an online platform.
Setting up and manage an online registration system; registering and confirming participants, respond to potential email inquiries from attendees.	Setting up and manage an online registration system; registering and confirming participants, respond to potential email inquiries from attendees.
Provide proposals and ideas to shape the events concept and format to improve the event experience, including advice on the format of specific sessions to break away from standard conference interactions and make the events more engaging.	Provide proposals and ideas to shape the events concept and format to improve the event experience, including advice on the format of specific sessions to break away from standard conference interactions and make the events more engaging.

Propose potential keynote speaker/s and speakers from EU / national institutions and other major initiatives in the field of urban mobility in line with the INNOVEIT theme.	Propose potential keynote speaker/s and speakers from EU / national institutions and other major initiatives in the field of urban mobility in line with the INNOVEIT theme.
Propose options for the main conference moderator (MC) and provide recommendations for session moderators (including suggestions for whom this is).	Propose options for the main conference moderator (MC) and provide recommendations for session moderators (including suggestions for whom this is).
n/a	Setting up and running the streaming/virtual conference platform.
Provide speakers with a detailed briefing on logistics and support their participation in the events.	Provide speakers with a detailed briefing on logistics and support their participation in the events.
n/a	Set up and management of an interactive events networking application, where EIT Urban Mobility partners, external stakeholders and staff can network with event attendees.
Onsite presence before the event days to set up the venue, during the event days to manage the running of the event programmes and after to build down the event venue.	Onsite presence before the event days to set up the venue, during the event days to manage the running of the event programmes and after to build down the event venue.
Providing a satisfaction survey for participants to complete & sharing the report with EIT Urban Mobility.	Providing a satisfaction survey for participants to complete & sharing the report with EIT Urban Mobility.
Holding a post-event review meeting with EIT Urban Mobility to review event successes and learnings.	Holding a post-event review meeting with EIT Urban Mobility to review event successes and learnings.
Writing of a short post-event report (including but not limited to a summary of attendance, key highlights and networking numbers).	Writing of a short post-event report (including but not limited to a summary of attendance, key highlights and networking numbers).
Manage the agreed allocated budget (for project management and event third-party costs) including invoicing and payment.	Manage the agreed allocated budget (for project management and event third-party costs) including invoicing and payment.
Provide EIT Urban Mobility with a budget expenditure report post-event (within the agreed deadline) showing a comprehensive list of event expenditures.	Provide EIT Urban Mobility with a budget expenditure report post-event (within the agreed deadline) showing a comprehensive list of event expenditures.

B. Translation services

Social networking event 19/09/2022	Policy discussion 20/09/2022
<p>Provide simultaneous translation services for the event by professional translators (English to Czech language).</p> <p>Provide support in organizing briefing calls with speakers and moderators (normally one per each conference sessions) to shape the content of the sessions and speaker presentations.</p>	<p>Provide simultaneous translation services for the event by professional translators (English to Czech language).</p> <p>Provide support in organizing briefing calls with speakers and moderators (normally one per each conference sessions) to shape the content of the sessions and speaker presentations.</p>

C. Physical event support for both events

Social networking event 19/09/2022	Policy discussion 20/09/2022
<p>Assess suitability and availability of potential venues in Brno and provide EIT Urban Mobility with two-three recommendations, including also two-three catering options; confirm venue and handle all venue logistics.</p>	<p>Assess suitability and availability of potential venues in Brno and provide EIT Urban Mobility with two-three recommendations, including also two-three catering options; confirm venue and handle all venue logistics.</p>
<p>Providing audio-visual services (also including the connection of the physical event with the virtual event – if required – to ensure a smooth blending of the two aspects).</p>	<p>Providing audio-visual services (also including the connection of the physical event with the virtual event – if required – to ensure a smooth blending of the two aspects).</p>
<p>Design and production of venue branding (in line with EIT Urban Mobility branding guidelines), including branding for remote venues from which EIT Urban Mobility speakers are joining the events.</p>	<p>Design and production of venue branding (in line with EIT Urban Mobility branding guidelines), including branding for remote venues from which EIT Urban Mobility speakers are joining the events.</p>
<p>On-site presence on the event days to coordinate logistics, manage suppliers, welcome speakers, and participants.</p>	<p>On-site presence on the event days to coordinate logistics, manage suppliers, welcome speakers, and participants.</p>
<p>On-site management of compliance with Covid-19 safety rules – if applicable.</p>	<p>On-site management of compliance with Covid-19 safety rules – if applicable.</p>

Prepare a back-up plan in case no physical event is allowed due to Covid-19 and the entire event needs to go back to virtual.	Prepare a back-up plan in case no physical event is allowed due to Covid-19 and the entire event needs to go back to virtual.
Preparing badges for participants and staffing the registration desk.	Preparing badges for participants and staffing the registration desk.
Providing photo and video coverage.	Providing photo and video coverage.

D. Event marketing

Social networking event 19/09/2022	Policy discussion 20/09/2022
Develop a marketing plan to promote attendance of the event (including marketing assets to promote the event).	Develop a marketing plan to promote attendance of the event (including marketing assets to promote the event).
Execution of marketing plan to target EIT Urban Mobility partners and other stakeholders.	Execution of marketing plan to target EIT Urban Mobility partners and other stakeholders.

E. Social programme

Social networking event 19/09/2022	Venue: Policy discussion 20/09/2022
The contractor will be responsible for securing cultural performance, including the overall organisation required for this. <i>The contractors should already include at least 2 suitable cultural performance in the proposal they submit.</i>	n/a

F. Catering

Social networking event 19/09/2022	Policy discussion 20/09/2022
The contractor will be responsible for all the catering during the event. We expect the following:	The contractor will be responsible for all the catering during the event. We expect the following:
Afternoon: permanent coffee break stations: coffee, tea, water, and soft drinks for up to 100 people	Morning: coffee & tea, juice, water, breakfast for 400 people
1 hour cocktail reception	Permanent coffee break stations: coffee, tea, water, and soft drinks
Dinner at the venue for 100 - 150 people including wine	n/a

As an organisation promoting sustainable behaviour, it is very important that the food we serve adheres to some guidelines:

- Locally and sustainably sourced
- No single-use plastic used in the serving and transportation of the food and drink
- Predominantly vegetarian
- Could support local food businesses, such as food trucks.
- Solutions in place to ensure that there is zero food waste.

G. Digital Tools

Social networking event 19/09/2022	Policy discussion 20/09/2022
EIT Urban Mobility will be responsible for defining a list of services to be delivered by the contractor. However, to assist the planning for the contractor, we provide a broad overview below:	EIT Urban Mobility will be responsible for defining a list of services to be delivered by the contractor. However, to assist the planning for the contractor, we provide a broad overview below:
Building and overseeing the overall event website and platform, the registration platform (one website - INNOVEIT Brno - for both events)	Building and overseeing the overall event website and platform, the registration platform (one website - INNOVEIT Brno - for both events)

Creative design for all event branding elements, platforms based on existing design elements, guidelines, and source files	Creative design for all event branding elements, platforms based on existing design elements, guidelines, and source files
Managing invitations, registration, and confirmation of participants, respond to potential email inquiries from attendees	Managing invitations, registration, and confirmation of participants, respond to potential email inquiries from attendees
Providing EIT Urban Mobility with 2 days of studios for video recording and live streaming	Providing EIT Urban Mobility with 2 days of studios for video recording and live streaming
Recording and broadcasting/streaming of live panels/sessions of the event throughout the event and on the virtual event platform	Recording and broadcasting/streaming of live panels/sessions of the event throughout the event and on the virtual event platform
Providing EIT Urban Mobility with raw footage from the event	Providing EIT Urban Mobility with raw footage from the event
Providing the necessary furniture, facilities (internet access, etc.) and event decoration for the videos	Providing the necessary furniture, facilities (internet access, etc.) and event decoration for the videos
n/a	Overseeing the smooth running of the event streaming

2.7. Additional requirements

Design of the events

The contractor would be responsible for the look and feel of the events; whilst also making sure it followed the EIT Food brand guidelines. Designing the look and feel will include:

- the physical design of the actual venue in a **sustainable way** (decorations, stands, branding coherent with EIT Urban Mobility branding and available materials), also including the connection of the physical event with the virtual event (if agreed), to ensure a smooth blending of the two aspects.
- Innovative, colourful, festival-like, celebrating the community and the EIT network.
- EIT-branded.
- standardised visuals for presentations.
- signage.
- lanyards.
- merchandise.

- a small exposition of boards.
- AV set-up.
- simultaneous translation (Czech/English).
- sound system for the cultural performance.

Logistics

Throughout the two days, the contractor will be responsible for the smooth running of the event, including but not limited to:

- Venue set up;
- Registration process (including preparing badges for participants and staffing the registration desk);
- Ensuring speakers are where they need to be;
- Tech;
- Close down.

Personnel

The contractor will also be responsible for finding and contracting suitable personnel to deliver the events. The tasks that these people will be responsible for include:

- Hosting;
- Tech;
- Registration;
- Catering;
- Photographers;
- Videographers.

We consider diversity and gender balance in all people being present at the venue important.

2.8. Methodology of work

Within EIT Urban Mobility, the Communication & Events Manager will lead the project and act as the main point of contact. However, the contractor is expected to work with different teams and members of staff within EIT Urban Mobility in preparation of the event. EIT Urban Mobility and the selected contractor will organize a kick-off meeting to initiate the project and share all the necessary information. The contractor will have to adopt a detailed planning for the execution of all event-related activities and will have weekly or biweekly catch-up teleconferences with EIT Urban Mobility. The contractor will have to provide two separate team proposals, one for each event, listing the names and job titles of the team from the contractor side that will manage the EIT Urban Mobility Policy Event. This should include the Project Manager from the contractor as the main contact to oversee and lead both events, who will (not exhaustive) manage the daily communications/ follow up of action points with the Communication & Events Manager and with different teams/ members of staff within EIT Urban Mobility.

The provider should mainly provide assistance from his/her home base of operation. We intend to work under a virtual environment as an organisation. Video conferences and telephone conferences are preferred options for team meetings.

2.9. Timing, planning and reporting (Intended dates) *

Project kick off meeting with EIT Urban Mobility and contractor	By 14 July 2022
Venue site visits	By 20 July 2022
First draft programme + first invitation of speakers/participants	By 30 July 2022
Updated programme + invitation of speakers	By 30 July 2022
Final speaker list	By 30 July 2022
Second invitation of participants + first confirmed speakers	By 12 August 2022
All speakers + MC confirmed	By 15 August 2022
Third invitation of participants, final programme + confirmed speakers	By 19 August 2022
Venue branding/set-up & catering menus ready for approval by EIT Urban Mobility	By end of August 2022
Event programme/booklet and participant packs sent, Journalists invitation list	By end of August 2022
MC + Speaker briefing sessions	By 10 September 2022
Onsite venue set up and preparations	17-18 September 2022
Event days	19-20 September 2022
Event invoices ready for review by EIT Urban Mobility completed	By 30 September 2022
Post event draft report ready for review by EIT Urban Mobility	By 15 October 2022
Post event report published	By 30 October 2022
Final event invoices sent to EIT Urban Mobility for payment	By 15 November 2022

* These dates are purely indicative and subject to potential changes depending on several internal and external factors.

2.10. Start date & period of implementation

The intended start date is, at the latest, 6 July 2022 and is expected to last, at the latest, until 15th of November 2022.

EIT Urban Mobility intends to use the direct award procedure with the winner of the present procedure for covering the needs of additional 12 months in the course of 2023- 2024 once the budget is known and all resources of the present contract are used up.

2.11. Payment terms

Available maximum fund for the requested services is 100,000 EUR (VAT excluded).

The services should be invoiced on a monthly basis, in arrears including specific timesheets however:

- Invoice for July 2022 cannot exceed 10% of the agreed price for the services.
- Invoice for August 2022 cannot exceed 15% of the agreed price for the services.
- Invoice for September 2022 cannot exceed 25% of the agreed price for the services.

In Payment shall be made upon the acceptance of the deliverables completed.

3. Proposal Process

3.1. Proposal Schedule

	DATE
Publication on Website	9 June, 2022
Deadline for submitting proposal	27 June, 2022
Intended date of notification of award	30 Juny, 2022
Stand still period	3 days
Intended date of contract signature	6 July, 2022
Intended start date of the contract implementation	6 July, 2022

3.2. Participation

Participation in this procedure is open to all interested applicants.

3.3. Submission of proposal

Proposals are requested to be emailed in written form, **in English** to the following address until **the deadline of 27 June 2022**, 16:00 Central European Time, to:

Contact name: For the attention of Mrs Eliška Bajgarová, Innovation Hub East Communication & Engagement Officer at EIT URBAN MOBILITY.

E-mail: procurement@eiturbanmobility.eu

The proposal shall contain:

- a. The technical response to the services requested (see Section 2.6: 'Detailed scope of work') in form of confirmation that the tenderer has read the request for proposals and has the experience, skills, and resources to perform requested services as a general contractor, according to conditions set forth in the request for proposals and the tenderers' proposal. The tenderer shall also provide in the proposal detailed specification of requested services or proposed solutions where relevant, e. g. specification of options for catering or proposals of venues, social networking event, keynote speaker/main conference moderator etc.
- b. The financial offer (the price for all requested services). The financial offer must be divided according to the group of services under letters A. to G. (see Section 2.6: 'Detailed scope of work'). In addition, the tenderer shall provide (i) identification of subcontractors who will provide evidence relating to evaluation criteria (i.e. as the proposed Project Manager) including statement of the subcontractor that she/he will be available for provision of relevant requested services; (ii) identification of all main subcontractors (in terms of fees with more than 20% of the financial offer) and (iii) overall estimate of services provided by subcontractors (i. e. total fees in % to be paid to the subcontractors compared with the financial offer). The financial offer includes all related costs, expenses, fees, charges, payments to subcontractors and other third parties. The financial offer must be presented in **EUR**. The price must be indicated as net amount, excl. VAT.
- c. The specification of project experience and competences of the tenderer and the proposed Project Manager with similar projects as are the events in question (maximum 5 projects completed in last 5 years) which must include the following information: (i) brief description of the project (including number of participants), (ii) specification of provided services by the

tenderer and managed by the proposed Project Manager (employed by the tenderer or cooperating with the tenderer on contractually basis), key team members and estimated number of team members involved in the project, (iii) location and duration of the project, (iv) name of the client and contact details of the representative of the client for verification of the reference, (v) price paid for provided services in form (a) less than EUR 60.000, (b) between EUR 60.000 and EUR 70.000, (c) between EUR 70.000 and EUR 80.000 or (d) above EUR 80.000.

- d. The specification of methodology of work (maximum 5 pages - A4 format) including (i) proposed way of cooperation with EIT Urban Mobility team, (ii) proposed creative and strategic input to shape the event concept and event experience, including advice on the proposed format of specific sessions reflecting innovations/digital tools to break away from standard conference interactions and make the events more engaging, (iii) proposed venues for Social networking event/ Policy discussion, and (iv) proposed social programme/cultural performance for Social networking event.

The email including the proposal from the bidder should be sent and delivered by 27 June 2022, 16:00 Central European Time.

- Proposal (as one document) must be submitted in proper (legibly) scanned and non-editable PDF, which is accessible without entering a password.
- Proposal must be signed by the tenderer.
- Proposal will be deemed timely submitted, if it is received by EIT Urban Mobility by the submission deadline. All risks associated with the delay or loss of the proposal shall be borne by the Tenderer only. EIT Urban Mobility will deem proposal received after the submission deadline invalid.
- Proposal should be concise and clear. The tenderer's proposal will be incorporated into any contract that results from this procedure. Tenderer is, therefore, cautioned not to make claims or statements that they are not prepared to commit to contractually. Subsequent modifications and counterproposals, if applicable, shall also become an integral part of any resulting contract.
- The tenderer represents that the individual submitting the natural or legal entity's proposal is duly authorized to bind its entity to the proposal as submitted. The tenderer also affirms that it has read the request for proposals and has the experience, skills, and resources to perform, according to conditions set forth in this proposal and the tenderer's proposal.

3.4. Minimum requirements

The following documents and declarations are to be submitted together with the tender by the tenderer (in case of a group of tenderers, this applies to each member). In order to be considered valid, proposals must include:

- Tender Submission form and Tender declaration form (Annex 1.2 and 1.3) together with supporting documents evidencing the legal name of the Tenderer (copy of the official documents showing the name of the natural person or legal person, the address of its head office, and the registration number given to it by the national authorities).
- An administrative part including all the information and documents required by the EIT UM for the evaluation of the tender on the basis of the exclusion and selection criteria set out below.

- Bidders must provide their comments in writing to the contract agreement terms of EIT UM (Annex 1) and in case they are proposing any amendments to the terms and conditions, they have to submit their proposal in their offer. Any amendment requests after the tender submission deadline and the notification of award shall not be accepted or discussed. EIT UM is not obliged to accept any amendment requests, proposed modifications nor contract templates.

3.5. Validity of the proposal

Tenderers are bound by its proposal 30 days after the deadline for submitting the proposal or until they have been notified of non-award.

The winners must maintain its proposal for a further 30 days to close the contract.

Proposals not following the instructions of this Request for Proposal can be rejected by EIT Urban Mobility.

3.6. Additional information before the deadline for submitting proposals

The instructions to the tenderers should be clear enough to avoid the tenderers having to request additional information during the procedure. In case the tenderer is in need of additional information, please address it to the address below.

Contact name: for the attention of Mrs Eliška Bajgarová, Innovation Hub East Communication & Engagement Officer at EIT URBAN MOBILITY.

E-mail: procurement@eiturbanmobility.eu

EIT Urban Mobility has no obligation to provide clarification if decides.

3.7. Cost for preparing proposals

No costs incurred by the tenderers in preparing and submitting the proposal are reimbursable. All such costs must be borne by the tenderer.

3.8. Ownership and confidentiality of proposals

EIT Urban Mobility retains ownership of all proposals received under this tendering procedure. Proprietary information identified as such, which is submitted by tenderer in connections with this procurement, will be kept confidential.

The potential or actual supplier should accept that during the implementation of the contract and for four years after the completion of the contract, the CA has the right for the purposes of safeguarding its financial

interests that the proposal and the contract of the supplier may be transferred to internal as well as external audit services.

3.9. Clarification related proposals

After submission of the proposal, it shall be checked if it satisfies all the formal requirements set out in the proposal dossier. Where information or documentation submitted by the tenderer is or appears to be incomplete or erroneous or where specific documents are missing, the CA may request the tenderer concerned to submit, supplement, clarify or complete the relevant information or documentation within an appropriate time limit.

3.10. Negotiation about the submitted proposal

After checking the administrative compliance of the tenderer, EIT Urban Mobility can negotiate the contract terms and conditions with the tenderer. In this negotiation, EIT Urban Mobility will ask the tenderer to adjust the proposal or specific sections of the proposal within an appropriate time limit.

4. Evaluation of proposals

4.1. Exclusion criteria

The tenderers will be excluded from participation in the current procedure, if:

- a) it is bankrupt, subject to insolvency or winding-up procedures, where its assets are being administered by a liquidator or by a court, where it is in an arrangement with creditors, where its business activities are suspended, or where it is in any analogous situation arising from a similar procedure provided for under national laws or regulations.
- b) it has been established by a final judgment or a final administrative decision that the tenderer is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law.
- c) it has been established by a final judgment or a final administrative decision that the tenderer is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the tenderer belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes a 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 selection criteria or in the performance of a contract.
 - ii. entering into agreement with other tenderers with the aim of distorting competition.
 - iii. violating intellectual property rights.
 - iv. attempting to influence the decision-making process of the contracting authority during the procurement procedure.
 - v. attempting to obtain confidential information that may confer upon it undue advantages in the procurement procedure;
- d) it has been established by a final judgment that the tenderer is guilty of fraud, corruption, or money laundering.
 - e) it has an ultimate beneficial owner who is on any EU sanction list.

4.2. Award criteria

The EIT UM will award the contract to the tenderer who submitted the most advantageous technical and financial proposal (best value for money) based on the following criteria (including the weighting assigned to them). The quality of each proposal will be evaluated in accordance with the below mentioned award criteria.

The award criteria will be examined in accordance with the requested service/support indicated in Section 2 of the document, and ensure best value for money by applying the below equation:

The technical score is calculated based on the assessment rating below:

DESCRIPTION	SCORE
<p>Relevant project experience and competences of the proposed project team.</p> <p>The ranking will be determined according to the degree of fulfilment of the criterion (project experience and competences of the tenderer and the proposed Project Manager in charge of execution) by the individual tenderer.</p> <p>Maximum 5 projects will be evaluated whereby to:</p> <p>- (i) every single Project A (= event with similar scope of services for more than [500] participants with budget more than EUR [80,000] completed in last 5 years) will score [12] points.</p>	<p>Max. 60 Points</p>

<p>- (ii) every single Project B (= event with similar scope of services for more than [400] participants with budget more than EUR [70,000] completed in last 5 years) will score [8] points; and</p> <p>- (iii) every single Project C (= event with similar scope of services for more than [300] participants with budget more than EUR (60,000] completed in last 5 years) will score [5] points.</p> <p>[In addition, each tenderer and the proposed Project Manager must provide experience with at least [2] Projects A and at least [2] Projects B].</p> <p>Evidence: The tenderer must provide references for the projects delivered in these fields in the last five years.</p> <p>The evaluation panel will be expecting to see the support resources allocated to the project (Project Manager) as well as their profiles (please provide their CVs).</p>	
<p>Proposed specific aspects of project implementation.</p> <p>The ranking will be determined according to the degree of fulfilment of the following sub-criteria by the individual tenderers in mutual comparison:</p> <ol style="list-style-type: none"> i. Proposed creative and strategic input to shape the event concept and event experience, including advice on the proposed format of specific sessions reflecting innovations/digital tools to break away from standard conference interactions and make the events more engaging;) e.g. the venue connected with the topic of urban mobility will be regarded as “exceeding the expectation”, in case of unique/out of box proposal such solution (i.e. connected with the topic of urban mobility) will be regarded as “extraordinary exceeding the expectation”]); <p>Whereby for each of the sub-criteria (i):</p> <ul style="list-style-type: none"> ➤ 16 points will be granted if the proposal extraordinary exceeds the expectation. ➤ 12 points will be granted if the proposal exceeds the expectation. ➤ 8 points will be granted if the proposal corresponds to the expectation; and ➤ 0 point will be granted if the proposal does not exceed the expectation. <ol style="list-style-type: none"> ii. Proposed venues for Social networking event/Policy discussion ([in light of originality/innovation/sustainability connected with required characteristics for venues (see Section 2.4) and objectives of the event (see Section 2.2), e.g. the venue connected with the topic of urban mobility will be regarded as “exceeding the expectation”, in case of unique/out of box proposal such solution (i.e. 	<p>Max. 40 points</p>

<p>iii. Proposed social programme/cultural performance for social networking event ([in light of originality/innovation/sustainability connected with objectives of the event (see Section 2.2), e.g., the proposal connected with the topic of urban mobility will be regarded as “exceeding the expectation”, in case of unique/out of box proposal such solution (i.e., connected with the topic of urban mobility) will be regarded as “extraordinary exceeding the expectation”]).</p> <p>whereby for each of the sub-criteria (ii) and (iii):</p> <ul style="list-style-type: none"> ➤ 12 points will be granted if the proposal extraordinary exceeds the expectation. ➤ 8 points will be granted if the proposal exceeds the expectation. ➤ 4 points will be granted if the proposal corresponds to the expectation; and ➤ 0 point will be granted if the proposal does not exceed the expectation. 	
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The applicable award criteria will be weighted as follows:

- A. Technical content:65%
- B. Financial offer: 35%

Aggregate evaluation and scoring:

- A. Technical content (maximum weighted score: 65%)
 - Evaluation of the technical content will be carried out following the below sub-criteria:
 - I. Relevant project experience and competences of the proposed project team (maximum score: 60)
 - II. Proposed specific aspects of project implementation (maximum score: 40)

- B. Financial offer (maximum weighted score: 35%)
 - The financial offer must be presented in EUR. Prices must be indicated as net amount, excl. VAT.
 - The lowest offered price shall receive the highest score (100), others shall be calculated in relation to that in linear equation.
 - The evaluation will be made according to the following formula: $P = \frac{PM \times Min}{Of}$, where **P**= score, **PM**= maximum financial score, **Min**= Lowest financial offer and **Of**= Valued offer.

4.3. Selection of the suppliers

The final selection of the supplier will be based on the best price-quality ratio principle. The best price-quality ratio is established by weighing technical quality against price on an 65%/35% basis, i.e.

Total technical score: max. 100 (weight: 65%)

Total financial score: max. 100 (weight: 35%)

Total score = (total technical score x 0,65 + total financial score x 0,35)

The winners shall be the one with the highest total score summed from technical and financial scores, and that tenderer shall be proposed for the contract.

The successful and unsuccessful tenderers will be informed in writing via email about the result of the award procedure.

4.4. Signature of contract(s)

The tenderers will be informed in writing (via email) about the result of the award procedure.

For the contract, the template in Annex 1 shall apply.

Within 3 days of receipt of the contract from EIT Urban Mobility, the selected tenderer shall sign and date the contract and return it to EIT Urban Mobility.

4.5. Cancellation of the proposal procedure

In the event of cancellation of the proposal procedure, EIT Urban Mobility will notify the tenderers of the cancellation. In no event shall EIT Urban Mobility be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a proposal procedure, even if EIT Urban Mobility has been advised of the possibility of damages.

4.6. Appeals / Complains

Tenderers believing that it has been harmed by an error or irregularity during the award process may file a complaint. Appeal should be addressed to EIT Urban Mobility. The tenderer has 3 days to file their complaint from the receipt of the letter of notification of award.

4.7. Ethics clauses / Corruptive practices

EIT Urban Mobility reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to substantial errors, irregularities, or fraud. If substantial errors, irregularities, or fraud are discovered after the award of the Contract, EIT Urban Mobility may refrain from concluding the Contract.

The suppliers shall take all measures to prevent any situation where the impartial and objective implementation of the contract is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest ('conflict of interests'). He should inform EIT Urban Mobility immediately if there is any change in the above circumstances at any stage during the implementation of the tasks.

4.8. Safeguarding of EU's financial interest

The potential or actual supplier should accept that during the implementation of the contract and for four years after the completion of the contract, EIT Urban Mobility has the right for the purposes of safeguarding the EU's financial interests, the proposal and the contract of the supplier may be transferred to internal audit services of EIT, to the European Court of Auditors, to the Financial Irregularities Panel or to the European Anti-Fraud Office.

Annexes

1.1 Annex 1 – Service Agreement

SERVICE AGREEMENT

This Service Agreement (“Agreement”) is hereby made by and between:

EIT Urban Mobility Innovation Hub East, s.r.o., established in Národní 135/14, 110 00 Praha, registered in the Czech Republic, reg. no. 088 12 641, represented by Innovation Hub Director Traian Urban; (the “Contracting Party” “EIT UM” or “EIT UM Innovation Hub East”;

and

xxxxx a private limited company, having its registered office and place of business at xxxxx, with company registration number _____ and VAT number _____ legally represented herein by _____ acting as legal representative; (the “Supplier”);

Hereinafter jointly referred to as: the “Parties” or individually as a “Party”;

WHEREAS:

EIT UM has an internal strategy to offer certain services to its Partners and is in need for a specialized consultancy firm that supports the development of such services.

Supplier has knowledge and experience in performing the aforementioned Services described in Annex 1, on the basis of a temporary engagement (hereinafter: the “Services”);

Supplier is willing and able to provide the Services to EIT UM, as further provided for in this Agreement;

NOW, THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

Structure of the Agreement and precedence

1.1 This Agreement consists of the body of this Agreement and Annex 1 attached to this Agreement.

1.2 The body contains standard general provisions applicable to all Services purchased by EIT UM from Supplier under this Agreement.

1.3 Annex 1 contains the description of the Services and the time schedule for the delivery of such Services (extracted from Supplier's Offer), as well as additional specific conditions and details adapted to the type of Services purchased by EIT UM from Supplier under this Agreement.

1.4 Both the body and Annex 1, as well as the EIT UM Tender (as referred to in Annex 1) form the Agreement.

1.5 In case of discrepancy between the description of Services and time schedule in the EIT UM Tender and the description of Services and time schedule in Annex 1, the EIT UM Tender shall prevail. In case of discrepancy between a provision in the body and a provision in Annex 1, the provision in the body shall prevail unless the deviating provision in Annex 1 states expressly that it is specifically agreed by both Parties as being in deviation of a specific provision of the body and refers clearly to the provision of the body concerned.

Ordering of Services, non-applicability of Supplier's (standard) terms and conditions

2.1 Supplier does not commit to provide the Services exclusively to EIT UM, unless and to the extent provided in Annex 1 for certain specific types of Services.

2.2 The contractual relationship between EIT UM and Supplier shall solely be governed by the terms and conditions of this Agreement. EIT UM is therefore not bound by and expressly rejects Supplier's general conditions of services and any additional or different terms or provisions that may appear on any proposal, quotation, price list, acknowledgment, invoice, packing slip or the like used by Supplier.

Performance of the Services, organization, quality, timely delivery, subcontracting, reporting of progress, acceptance, changes

3.1 With due observance of the other provisions of the Agreement, Supplier shall perform the Services specified under Annex 1 for EIT UM under this Agreement, within the time schedule specified under Annex 1.

3.2 Supplier agrees to perform the Services by exercising due skill, speed and care, at a level generally required of well-reputed Suppliers in the same field as the one covered by this Agreement and shall make every effort to the best of Supplier's abilities to serve the interests of EIT UM as much as possible.

3.3 Supplier is free to organise the way it provides the Services and the timing thereof autonomously and at its own discretion without supervision or authority of EIT UM, (i) provided the Services are performed accurately and diligently and in accordance with the requirements of this Agreement, including the timely delivery of the Services as specified under Annex 1, and (ii) subject to specific requirements as may be stated in Annex 1 regarding the way the Services shall be provided. Supplier may conduct its business activities from its own premises but may be requested to operate from EIT UM's premises whenever it is necessary for the performance of the Services. Supplier shall arrange their own travel, should they need to travel in order to perform the Services. When performing the Services, Service Provider shall use its own tools and materials, work forces. Supplier shall be fully responsible for the proper execution of this Agreement in all respects.

3.4 Supplier shall use personnel who possess the qualifications and experience necessary for the performance of the Services. Additional requirements relating to personnel may be provided in Annex 1, as the case may be.

3.5 Unless otherwise specifically provided under Annex 1, Supplier may subcontract part of the provision of the Services to subcontractors, provided such subcontractors are contractually bound by similar obligations as under this Agreement, and provided Supplier has disclosed the elements of the Agreement to be subcontracted and the identity of the relevant subcontractor to the subcontracting. Supplier remains at all times responsible for the work performed by its subcontractors and for the acts, defaults and negligence of such subcontractors, and no subcontract shall create any contractual relationship between any subcontractor and EIT UM. Additional requirements relating to subcontracting may be provided in Annex 1, as the case may be.

3.6 In order for EIT UM and Supplier to monitor the proper performance of the Services throughout the Term of the Agreement (as described in Article 0 below), Supplier shall report to EIT UM progress of the performance of the Services, in writing, at intervals and under conditions specified under Annex 1. Supplier shall provide EIT UM with time sheets describing the tasks performed by Supplier and the time spent on each task, pursuant to the regularity provided under Annex 1 and pursuant to the time sheet template provided by EIT UM separately.

3.7 If, for whatever reason, Supplier is not able to perform the agreed Services, or is not able to meet the deadlines agreed in Annex 1, Supplier shall notify EIT UM hereof promptly in writing, and shall take any reasonable measure to mitigate the consequences of such situation, in agreement with EIT UM.

3.8 Services delivered are subject to the acceptance of EIT UM. EIT UM shall issue a performance certificate after completion of Services. Should EIT UM fail to reject part or all of the Services provided within fifteen (15) (or other deadline set forth in Annex 1) calendar days as from such delivery, on the grounds of a lack of quality or compliance, or because of late delivery, Services shall be considered as accepted. Should EIT UM reject a Service (within the above deadline) because of lack of quality or compliance, and such failure is capable of remedy, Supplier shall re-perform the rejected (part of the) Service promptly (but no later than five (5) calendar days in absence of any further instructions) at no additional charge for EIT UM. Should such failure be not capable of remedy (given the type of Service and/or the extent of the failure) or should the delivery have occurred after an essential delivery deadline which renders the Service irrelevant or useless, the Services at stake shall be considered as rescinded, and EIT UM is not obliged to provide any compensation to Supplier for such Services.

3.9 Modifications to the Services and/or other provisions of this Agreement may only be agreed by the Parties as per the EIT UM procurement rules, i.e. if:

- (a) mutually agreed in writing, and
- (b) the need for modification has been brought about by circumstances which a diligent contracting entity could not foresee; and
- (c) the modification does not alter the overall nature of the contract; and
- (d) any increase in price is not higher than 25 % of the original value of the Agreement. In addition, if several successive increases in price would be agreed, the total cumulating of such successive

- increases shall not exceed 25% of the original value of the Agreement; and
- (e) modifications above 10% of the original value of the Agreement should only amend specific conditions of the Agreement and be made by way of an amendment to this Agreement signed by both Parties.

3.10 The Parties designate the following contact persons for communication with respect to this Contract:

For EIT UM	For Supplier
Name:	Name:
Phone:	Phone:
E-mail:	E-mail:

Compensation, invoicing and payment, expenses

4.1 Supplier is entitled to charge, in respect of Supplier's Services as described under Annex 1, the compensation specified in Annex 1 per Service.

4.2 Supplier may only charge the amounts under Article 0 corresponding to the delivered Services, after acceptance of such Services by EIT UM.

4.3 Further, Supplier may only charge the amounts under Article 0 subject to (i) EIT UM having received a correct invoice bearing the essential elements below, (ii) all relevant progress reports relating to the delivered Services so invoiced having been properly delivered to EIT UM in a timely manner and accepted by EIT UM in writing (as the case may be).

4.4 An invoice shall be considered as correct when containing the following essential elements:

- (a) the name and address of Supplier
- (b) the VAT identification number of Supplier
- (c) the VAT identification number of EIT UM
- (d) the name and address of EIT UM
- (e) the invoice number
- (f) the invoice date
- (g) the date on which the Services were supplied (provided EIT UM has accepted them pursuant to this Agreement)
- (h) the quantity and type of goods supplied (if applicable)
- (i) the nature and type of Services supplied
- (j) the following data for every VAT tariff or exemption:
 - the price per piece or unit, excluding VAT
 - any reductions that are not included in the price
 - the VAT tariff that has been applied
 - the cost (the price excluding VAT)

in case of advance payment: the date of payment, if this is different from the invoice date
the amount of VAT

4.5 By deviation to Article 0, Supplier may charge the amounts under Article 0, at the beginning of each (quarterly, monthly or other) period specified in Annex 1, if such alternative is specifically agreed by EIT UM in Annex 1. In such a case, requirements of Article 0 shall apply to each regular invoice.

4.6 The payment term applying to Supplier invoices fulfilling the requirements of this 0 is fixed in Annex 1.

4.7 All amounts corresponding to the compensation per Service, as fixed in Annex 1, shall be fixed tariffs, which may not be revised during the Term of this Agreement (as described in Article 0 below), unless specifically provided otherwise in Annex 1 (and within the limits of the price revision mechanisms authorised under the procurement procedure).

4.8 Supplier may charge expenses to EIT UM, to the extent Annex 1 provides for such possibility. Expenses shall only be paid if EIT UM has given its written approval prior to Supplier incurring said costs.

4.9 If Supplier fails to fulfil any of its obligations under the Agreement, EIT UM may suspend payment to Supplier, upon notice to Supplier.

4.10 Supplier hereby unconditionally accepts that EIT UM has the right to set off any amount that EIT UM owes to Supplier under this Agreement, with any amount Supplier owes to EIT UM under this Agreement or any other agreement.

Taxes, other contributions, no employment agreement and related indemnification

5.1 All tariffs are gross amounts but exclusive of any value added tax (VAT), sales tax, GST, consumption tax or any other similar tax (“**Taxes**”).

5.2 If the Services under this Agreement are subject to any other Taxes, Supplier may charge such Taxes to EIT UM, which taxes shall be paid by EIT UM in addition to the compensation for Supplier. Supplier is responsible for paying any applicable Taxes to the appropriate (tax) authorities.

5.3 In addition to Articles 0 and 0, all social security, fiscal charges or taxation of any kind and contributions of any kind including but not limited to value added, levies, withholdings, unemployment, medical insurance and insurance of any kind, pensions, national insurance contributions and social security benefits, as imposed by any law, accommodation and travel costs, living expenses, or other expenses and charges arising from this Agreement, will be the exclusive responsibility of Supplier, who must pay such taxes, charges, any kind of expenses and contributions directly to the competent authorities or employees (as the case may be) (altogether called “**Contributions**”).

5.4 Supplier shall perform the Services hereunder as an independent contractor and not as an agent of EIT UM and nothing contained in the Agreement is intended to create a partnership, joint venture or employment relationship between the Parties irrespective of the extent of economic dependency of Supplier on EIT UM.

5.5 Supplier shall indemnify and keep EIT UM harmless from any claims from any authority for payment of any Contributions, including all interest charged in respect thereof, surcharges and possible administrative fines in connection with the Services performed by Supplier on the basis of the Agreement.

Intellectual property, ownership and licensing, IP infringement indemnification

6.1 “**Intellectual Property Rights**” or “**IP**” shall mean patents, utility certificates, utility models, (industrial) design rights, copyrights, database rights, trademarks, trade names and trade secrets, including moral rights and any applications, renewals, extensions, combinations, divisions, discontinuations or re-issues of the foregoing.

6.2 Unless expressly specified otherwise in [Annex 1](#), should the performance of the Services entail the delivery of (written) advice, reports or any other materials or results (“**Deliverables**”), the ownership of any Intellectual Property Rights in such Deliverables shall be vested in EIT UM.

6.3 In addition to Article 0, any item provided by EIT UM (or by a third party designated by EIT UM on behalf of EIT UM) and used to perform the Services and/or embedded in the delivered Services, shall at all times remain the ownership of EIT UM. Supplier shall have no right, title or interest in any of these items nor any trademark or trade name from EIT UM.

6.4 By exception to Article 0, Intellectual Property Rights owned or controlled by Supplier before the start of the performance of the Services shall remain the ownership of Supplier (“**Background IP**”).

6.5 Supplier hereby grant a non-exclusive, royalty-free and fully paid-up, worldwide, irrevocable and perpetual license under its Background IP used for the performance of the Services, to EIT UM, with the right to sublicense, for the use, make, have made, build-in, market, sell, lease, license distribute and/or otherwise dispose of the Services and/or Deliverables.

6.6 Supplier shall not, without EIT UM’ prior written consent, publicly make any reference to EIT UM, whether in press releases, advertisements, sales literature or otherwise.

6.7 Unless expressly specified otherwise in [Annex 1](#),

6.7.1 Supplier shall indemnify and hold harmless EIT UM, its Affiliates, partners, contractors and employees in respect of any and all claims, damages, costs and expenses (including but not limited to loss of profit and reasonable attorneys’ fees) in connection with any third party claim that any of the Services alone or in any combination or their use infringes any third party IPRs, or, if so directed by EIT UM, shall defend any such claim at Supplier’s own expense. By “**Affiliates**” is meant any and all companies, firms and legal entities with respect to which now or hereafter EIT UM, directly or indirectly holds 50% or more of the nominal value of the issued share capital or 50% or more of the voting power at general meetings or has the power to appoint a majority of directors or otherwise to direct the activities of such company, firm or legal entity, including but not limitedly through a domination agreement.

6.7.2 EIT UM shall give Supplier prompt written notice of any such claim, provided, however, any delay in notice shall not relieve Supplier of its obligations hereunder except to the extent it is prejudiced by such

delay. Supplier shall provide all assistance in connection with any such claim as EIT UM may reasonably require.

6.7.3 If any Services alone or in any combination, provided under the Agreement are held to constitute an infringement or if their use is enjoined, Supplier shall, as directed by EIT UM, but at its own expense: either 1) procure for EIT UM or its users the right to continue using the Services alone or in any combination; or 2) replace or modify the Services alone or in any combination with a functional, non-infringing equivalent.

6.7.4 If Supplier is unable either to procure for EIT UM the right to continue to use the Services alone or in any combination or to replace or modify the Services alone or in any combination in accordance with the above, EIT UM may terminate the Agreement and upon such termination, Supplier shall reimburse to EIT UM the price paid, without prejudice to Supplier's obligation to indemnify EIT UM as set forth herein.

Confidentiality, documents

7.1 “**Confidential Information**” means any and all proprietary and/or confidential data and information, such as but not limited to commercial and/or technical information, that EIT UM, its Affiliates or representatives may disclose directly or indirectly, whether in writing or any other form, to Supplier that is related to the Service, which (a) is marked as “confidential” or “proprietary” or words of similar import when disclosed, and (b) is orally disclosed and is summarized and described as confidential in a writing that is delivered to Supplier within fifteen (15) days of disclosure.

7.2 During the period beginning on the Effective Date (as specified in Annex I) and continuing for a period of five (5) years thereafter (the “**Confidentiality Period**”), Supplier agrees not to: (i) use EIT UM’ Confidential Information for any purpose other than for the Service; and (ii) disclose EIT UM Confidential Information to any third party, except to its employees and other persons under its supervision that are operating within its organization, including without limitation, its Partners’ employees who (A) have a legitimate “need to know” to accomplish the Service, and (B) are obligated to protect such Confidential Information pursuant to terms and conditions not less restrictive than those contained in this Agreement. Supplier shall protect EIT UM’ Confidential Information as required hereunder using the same degree of care, but no less than a reasonable degree of care, as Supplier uses to protect its own confidential information of a like nature.

7.3 Supplier’s obligations above shall not apply to any data or information that it can prove: (a) is lawfully available to EIT UM, prior to the time of receipt from EIT UM as verified by written records; (b) is or becomes publicly available without violation of this Agreement or any other obligation of confidentiality and through no act or omission of Supplier; (c) is lawfully furnished to Supplier by a third party without use or disclosure restrictions; or (d) is developed by Supplier without use of or reference to any of EIT UM’ Confidential Information. Furthermore, a disclosure by Supplier that is required pursuant to any judicial or governmental proceeding shall not be considered a breach of this Agreement, provided that Supplier promptly after learning of such action shall notify, to the extent permitted by applicable law, EIT UM thereof to give Supplier the opportunity to contest disclosure or to seek any available legal remedies to maintain such information in confidence.

7.4 Supplier is not permitted - alone or with or through others – to remove, dispatch, transmit or allow any third parties to inspect, use or otherwise have access to any property belonging to EIT UM or any of its

Affiliates, including but not limited to any notes, drawings, letters, formulas, recipes, other documents and/or any copies thereof, tools, designs, products manufactured or (copies of) computer files or other data carriers, unless EIT UM has given its prior written permission to any such action.

7.5 EIT UM shall remain the owner of all property it has made available to Supplier in connection with this Agreement.

7.6 Supplier shall make all property belonging to EIT UM (or its Affiliates) such as, but not limited to any notes, drawings, letters, formulas, recipes, other documents and/or copies of such matters, tools, models, finished products, (copies of) automated files or other data carriers, which come into its possession during the term of this Agreement, available to EIT UM in good condition immediately upon initial request, but in any case on the day on which the Agreement ends.

Personal data

8.1 For the purpose of this Agreement,

- **“Personal Data”** shall mean any and all information relating to an identified or identifiable individual, including but not limited to EIT UM current or former employees, employee family members, dependents or beneficiaries, customers, consumers, suppliers, business partners or contractors;
- **“Processing”** shall mean any operation or set of operations performed or to be performed upon Personal Data, whether or not by automatic means, such as creation, access, collection, recording, organization, storage, loading, employing, adaptation or alteration, retrieval, consultation, displaying, use, disclosure, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction (hereinafter also referred to as a verb **“Process”**).

8.2 Where Supplier in the performance of the Agreement Processes Personal Data, then Supplier agrees and warrants that Supplier shall:

- (a) comply with all privacy and data protection law and regulations applicable to its Services;
- (b) Process Personal Data only (i) on behalf of and for the benefit of EIT UM, (ii) in accordance with EIT UM’ instructions, and (iii) for the purposes authorized by this Agreement or otherwise by EIT UM, and (iv) insofar necessary for the Services rendered to EIT UM and as permitted or required by law;
- (c) maintain the security, confidentiality, integrity and availability of the Personal Data;
- (d) implement and maintain appropriate technical, physical, organizational and administrative security measures, procedures, practices and other safeguards to protect the Personal Data against (i) anticipatable threats or hazards to its security and integrity; and (ii) loss, unauthorized access to, or acquisition or use of or unlawful Processing; and
- (e) promptly inform EIT UM of any actual or suspected security incident involving the Personal Data.

8.3 To the extent that Supplier allows a (sub)contractor to process the Personal Data, Supplier shall ensure that it binds such (sub)contractor to obligations which provide a similar level of protection, but in no way less restrictive, as this O.

8.4 Supplier shall, upon the termination of the Agreement, securely erase or destroy all records or documents containing the Personal Data. Supplier accepts and confirms that it is solely liable for any

unauthorized or illegal processing or loss of the Personal Data, if Supplier fails to erase or destroy the Personal Data upon termination of the Agreement.

8.5 Supplier shall indemnify and hold harmless EIT UM, their officers, agents and personnel from any damages, fines, losses and claims arising out of a breach of this O.

Liability, indemnification, insurance

9.1 Supplier shall indemnify and hold harmless EIT UM, its Affiliates, agents and employees, from and against all suits, actions, legal or administrative proceedings, claims, demands, damages, judgments, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature (including but not limited to special, indirect, incidental, consequential damages), whether arising before or after completion of the performance of the Services covered by the Agreement, in any manner caused or claimed to be caused by the acts, omissions, faults, breach of express or implied warranty, breach of any of the provisions of this Agreement, or negligence of Supplier, or of anyone acting under its direction or control or on its behalf, in connection with Services or any other information furnished by Supplier to EIT UM under the Agreement.

9.2 Supplier warrants that it has taken out sufficient insurance against the aforementioned damage, costs and interest, or has made a sufficient provision for this purpose and is obliged to fully disclose to EIT UM immediately upon initial request all the (policy conditions of the) aforementioned insurance(s) and/or provisions. Supplier shall indemnify EIT UM and shall pay its insurance proceeds to EIT UM and furthermore indemnify for the excess amount of the total claim of damages that is not covered by the insurance of Supplier or any other insurance. EIT UM shall be entitled to take legal action against Supplier.

9.3 Neither Party excludes or limits its liability for death or personal injury arising from its own negligence, fraud, breach of confidentiality or for any liability that cannot by law be excluded or limited.

9.4 Subject to Article 0, in no event shall EIT UM be liable under any theory of liability, for indirect, incidental, special, consequential or punitive damages, which includes without limitation damages for lost profits or revenues, lost business opportunities, loss of image or lost data, even if EIT UM has been advised of the possibility of such damages and in no event shall EIT UM be liable to Supplier, its successors or assigns for damages in excess of the amount due to Supplier for complete performance under the Agreement, less any amounts already paid to Supplier by EIT UM.

9.5 Subject always to Article 0, depending on the nature of the Services and the liability risk associated therewith, a cap to the liability of Supplier under this Agreement may apply only if expressly mutually agreed in writing in [Annex 1](#).

Suspension, termination of the Agreement

10.1 The Agreement is entered into as from the Effective Date (as specified in [Annex 1](#)) and shall end by operation of law, without the requirement of prior notice of termination, on the date the last of the Services have been delivered by Supplier, accepted and paid by EIT UM (the "Term").

10.2 As an exception to the above, EIT UM may suspend, withdraw, dissolve or terminate this Agreement fully or partially with immediate effect without incurring any penalty or compensation if and as soon as:

- (a) Supplier breaches any of its material obligations under this Agreement and, notwithstanding a written request from EIT UM to repair the current breach and to take appropriate measures to prevent such a breach in the future, fails to comply with such a request within a reasonable deadline fixed by EIT UM in the notice; or
- (b) EIT UM, in its reasonable discretion, determines that Supplier is not able to perform the Services as required; or
- (c) Supplier fails to provide EIT UM with adequate assurance of performance following request by EIT UM; or
- (d) Supplier files a petition for bankruptcy or is declared bankrupt; or
- (e) Supplier has become unable to pay its debts as they fall due or make any special arrangement(s) or composition with its creditors;
- (f) Supplier enters into voluntary or judicial liquidation;
- (g) the business of Supplier ceases to exist or control or ownership is taken over by a third party;
- (h) as a result of the termination of the European programme(s) which requested EIT UM to enter into this Agreement (as the case may be).

10.3 As from receipt of a termination notice from EIT UM (under any legal ground), Supplier shall take immediate steps to bring the terminated Services to a closure in a prompt and orderly manner and to reduce expenditure to a minimum.

10.4 Supplier may, after giving fourteen (14) calendar days written notice to EIT UM, terminate the Agreement if EIT UM:

- (a) Fails for more than one hundred twenty (120) calendar days to pay Supplier the amounts due after the expiration of the payment term stated in Article 0 or
- (b) Consistently fails to meet its material obligations after repeated reminders; or
- (c) Suspends the progress of the Services or any part thereof for more than ninety (90) calendar days for reasons not specified in the Agreement, or not attributable to Supplier's breach or default.

Safeguarding of EU's financial interest and conflict of interest

11.1 Supplier accepts without reservation that during the implementation of the Agreement and for four (4) years after the completion of the Agreement, EIT UM has the right to transfer the tender proposal and the Agreement with Supplier to: (i) internal audit services; (ii) the EIT; (iii) the European Court of Auditors; (iv) the Financial Irregularities Panel or; (v) the European Anti-Fraud Office, for the purposes of safeguarding the EU's financial interests ("Safeguarding the EU's financial interests").

11.2 Supplier confirms that it shall take all measures to prevent any situation where the impartial and objective implementation of the Agreement is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest ('conflict of interests'). The contractor is obliged to inform EIT UM immediately if there is any change in the above circumstances at any stage during the implementation of the tasks under the Agreement.

Miscellaneous

12.1 All notices given under this Agreement shall be given in writing. Any subsequent change of address shall be promptly notified by the Party concerned to the other Party and embodied in an amendment to the preamble of this Agreement.

12.2 In the event that Supplier is prevented from performing any of its obligations under the Agreement for reason of force majeure (being an event unforeseeable and beyond the control of Supplier) and Supplier has provided sufficient proof for the existence of the force majeure, the performance of the obligation concerned shall be suspended for the duration of the force majeure. EIT UM shall be entitled to immediately terminate the Agreement by written notice to Supplier if the context of the non-performance justifies immediate termination, and in any event if the circumstance constituting force majeure endures for more than thirty (30) days and, upon such notice, Supplier shall not be entitled to any form of compensation in relation to the termination. Force majeure on the part of Supplier shall in any event not include shortage of personnel or production materials or resources, strikes, not officially declared epidemic or pandemic, breach of contract by third parties contracted by Supplier, financial problems of Supplier, nor the inability of Supplier to secure the necessary licenses in respect of software to be supplied or the necessary legal or administrative permits or authorizations in relation to the Services to be supplied.

12.3 Supplier shall not transfer, pledge or assign any of its rights or obligations under the Agreement without the prior written consent of EIT UM. Any such pre-approved, transfer, pledge or assignment shall be null and void and have no effect vis-à-vis such third party.

12.4 The rights and remedies reserved to EIT UM are cumulative and are in addition to any other or future rights and remedies available under the Agreement, at law or in equity.

12.5 Neither the failure nor the delay of EIT UM to enforce any provision of the Agreement shall constitute a waiver of such provision or of the right of EIT UM to enforce each and every provision of the Agreement.

12.6 No course or prior dealings between the Parties, no course of performance, and no usage of the trade shall be relevant to determine the meaning of the Agreement and to modify the provisions of this Agreement.

12.7 No waiver, consent, modification or amendment of the terms of the Agreement shall be binding unless made in a writing specifically referring to the Agreement signed by EIT UM and Supplier.

12.8 In the event that any provision(s) of this Agreement shall be held invalid, unlawful or unenforceable by a court of competent jurisdiction or by any future legislative or administrative action, such holding or action shall not negate the validity or enforceability of any other provisions of the Agreement. Any such provision held invalid, unlawful or unenforceable, shall be substituted by a provision of similar import reflecting the original intent of the clause to the extent permissible under applicable law.

12.9 All terms and conditions of the Agreement which are destined, whether express or implied, to survive the termination or the expiration of the Agreement, including but not limited to Intellectual Property, Confidentiality and Personal Data, shall survive.

12.10 The Agreement shall be governed by and construed in accordance with the laws of the country or state in which the EIT UM ordering entity is located, as applicable.

12.11 Supplier and EIT UM each consents to the exclusive jurisdiction of the competent courts in (i) the country or state in which the EIT UM ordering entity is located; or (ii), at the option of EIT UM, the jurisdiction of the entity of Supplier to which the order was placed, or (iii), at the option of EIT UM, for arbitration in which case Article 12.12 applies. Supplier hereby waives all defences of lack of personal jurisdiction and forum non-convenience.

12.12 If so chosen by EIT UM in accordance with Article 12.11, any dispute, controversy or claim arising out of or in connection with this Agreement, or their breach, termination or invalidity shall be finally settled solely under the International Chamber of Commerce Rules of arbitration (ICC), which Supplier and EIT UM declare to be known to them. Supplier and EIT UM agree that: (i) the appointing authority shall be the ICC-International Chamber of Commerce of Paris, France; (ii) there shall be three (3) arbitrators; (iii) arbitration shall take place in the jurisdiction of the EIT UM entity mentioned in the recitals or, at the option of EIT UM, the jurisdiction of Supplier's entity mentioned in the recitals; (iv) the language to be used in the arbitration proceedings shall be English; and (v) the material laws to be applied by the arbitrators shall be the laws as determined under Article 12.10.

12.13 The United Nations Convention on International Sale of Goods shall not apply to the Agreement.

Drawn up on [DATE] and signed in two (2) copies:

EIT Urban Mobility Innovation Hub East, s.r.o.

Traian Urban

Innovation Hub Director

[company name]

[name of representative]

[position of representative]

Annex 1 to the Service Agreement

In addition to the general terms and conditions specified in the body of the Service Agreement, the Parties hereby agree on the following specific conditions and details:

Description and timing of the Services subject to the procurement procedure (as per Article 0 of the Agreement) and detailed description of the types of Services and Deliverables (as per Article 0 of the Agreement) covered by the Agreement:

- Task 1
- Task 2

Price of the Services (as per 0 of the Agreement):

In application of Article 0 of the Agreement, the following Services shall be remunerated on the fixed rate, per type of Services, as follows:

Services	Price
[subject of the services]	[(unit) price of the services]

Charging the compensation to EIT UM (as per 0 of the Agreement)

Supplier may charge the amounts of the Agreement at the end of the following period:

Payment 1 – [description]	[date]
Payment 2 - [description]	[date]
Payment 3 - [description]	[date]

Payment term applying to Supplier invoices (as per 0 of the Agreement):

Payment term (expressed in calendar days)	30 days
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Term of the Agreement (as per 0 of the Agreement):

In application of Article 0 of the Agreement, the Effective Date on which the Agreement starts and the Termination Date on which the Agreement shall terminate automatically are set forth below:

Effective Date (start of the Agreement)	Termination Date (i.e. date on which the last Service is expected to be delivered and paid)
[starting date of the contract]	[end date of the contract]

1.2 Tenders' submission form

Tender Submission Form

for the procedure of ".....[title of the procurement procedure]"

1. Tender submitted by

Name of legal entity	
Registered address	
Tax registration number	

2. Contact person

Name	
Address	
Telephone	
E-mail address	

3. Statement

I, <name>, the undersigned, being the authorised signatory of the above tenderer [for consortiums, this must include all consortium members], hereby declare that we have examined and accept without reserve or restriction the entire content of the tender documentation for the above procurement procedure. We offer to provide the services requested in the tender documentation on the basis of the following, which comprise our financial offer and our technical offer [if applicable]:

Award criteria	Tenderer's Offer
<p>Financial offer:</p> <p><presented in EUR (net amount, excl. VAT)></p>	<p>net X EUR</p>
<p><Technical offer: (if applicable)></p> <p><e.g. presented in number of years of experience></p> <p>e.g.:</p> <ul style="list-style-type: none"> • name and professional capacity of Expert 1 (according to RFP 4.2 a) ii) • name and professional capacity of Expert N (according to RFP 4.2 a) ii) 	<p>e.g.:</p> <ul style="list-style-type: none"> • Expert 1: • XY – X years of experience <ul style="list-style-type: none"> • Expert N: • XY – X years of experience

1.3Tenders' declaration form

<Date>

<Name and address of Contracting Authority >

Subject: <Please include here the title of the procurement procedure>

TENDERER'S DECLARATION

Dear Sir/Madam,

In response to your letter of invitation for the above contract I, < Name and position of authorised representative of the firm>, hereby declare that we:

are submitting this tender for this contract. We confirm that we are not participating in any other tender for the same contract in any form (as in a consortium or as an individual candidate).

we also confirm that we shall take all measures to prevent any situation where the impartial and objective implementation of the contract is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest ('conflict of interests'). We will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the implementation of the tasks.

we accept that during the implementation of the contract and for four years after the completion of the contract, the supplier must keep confidential any data, documents or other material that is identified as confidential at the time it is disclosed ('confidential information').

we accept that during the implementation of the contract and for four years after the completion of the contract, the Contracting Authority has the right for the purposes of safeguarding its financial interests, the proposal and the contract of the supplier may be transferred to internal as well as external audit services.

We understand that if the information provided is proved false, the award may be considered null and void.

Yours faithfully,

<Signature of authorised representative>