

# Tender Document 1

## “Creative Circular Cities” Request for Tenders

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*This Request for Tenders, designated as Tender Document 1, should be read in conjunction with other documents related to this Pre-Commercial Procurement (PCP), listed hereunder:*

- Tender Document 2: The Framework Agreement
- Tender Document 3: The Specific Contract for Phase 1
- Forms A through E

To submit an eligible Tender, the Tenderer shall sign and submit the Forms to the Request for Tender. The use of these Forms is mandatory.



## History of Changes

| Date    |        |
|---------|--------|
| Section | Change |

## Preface

This Pre-Commercial Procurement (PCP) call invites entrepreneurs, start-ups, companies, academia, and other relevant stakeholders to present their proposal for designing, developing, and testing solutions to challenges impeding the adoption of circular lifestyles in cities.

The proposed solutions must build on highly innovative and not market-ready technologies, and/or concepts. In order to demonstrate their potential for large-scale sustainable deployment after the completion of the PCP, and therefore their added value for the cities, solutions must be tested and validated inside some of the Buyer Group member's cities.

The PCP is run as a competition where multiple Suppliers go through two different PCP phases per lot: phase 1 – solution design and phase 2 – prototyping and testing plus subsequently original development, installation, validation and field testing of a limited set of first products or services. Ownership of the resulting solutions will remain with the Suppliers, not the Buyers Group, while granting each member of the Buyers Group rights of use and access to these results.

**This Tender Document 1 (Request for Tenders) is composed of five chapters:**

- Chapter 1: General Context and Background of the Pre-Commercial Procurement
- Chapter 2: Tender Profile
- Chapter 3: Evaluation of Tenders
- Chapter 4: Content and Format of Tenders
- Chapter 5: Miscellaneous

This Request for Tenders should be read in conjunction with other Tender Documents, namely:

| TENDER DOCUMENTS (TD)                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>TD1 – Request for Tenders, incl. Appendices 1 to 5</b> <ul style="list-style-type: none"><li>- Appendix 1 - The Creative Circular Cities project</li><li>- Appendix 2 - Scoring Model for the Award Criteria and end of Phases' Evaluation</li><li>- Appendix 3 - Table of Page Limits</li><li>- Appendix 4 - Final solution design report for Phase 1 [sample]</li><li>- Appendix 5 - Project abstract for Phase 1 [sample]</li></ul> |
| <b>TD2 – Framework Agreement [template]</b>                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>TD3 – Specific Contract Phase 1 [template]</b>                                                                                                                                                                                                                                                                                                                                                                                         |



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## Glossary / Definitions

| TERMS/ACRONYMS                        | DEFINITIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>background</b>                     | Any material, document, technology, solution, data, know-how or information (background material) – whatever its form or nature (tangible or intangible), regardless of whether or not it can be protected, including any attached rights such as intellectual property rights (“background IPRs”) that is (i) held by any Buyers Group member or the Supplier prior to the award of the Framework Agreement, (ii) identified by the Parties involved in the PCP as background and (iii) needed to perform the R&D Services or exploit the results of the PCP.                             |
| <b>Buyers Group</b>                   | The entities procuring the R&D services under the PCP within the CCC project. The Buyers Group consists of Northern Dimension Partnership on Culture, Danish Cultural Institute Estonia, Latvia Lithuania, Riga Municipal Agency “Riga Energy Agency”, Pomeranian Science and Technology Park Gdynia, Association “Pomorskie in the European Union”, City of Turku, Valonia / Regional Council of Southwest Finland, Humak university of applied sciences, Tallinn Business Incubators Foundation, Anschar GmbH, Zero Waste Kiel e.V. and Heinrich Böll Foundation Schleswig-Holstein e.V. |
| <b>call-off</b>                       | The procedure organised by the Lead Procurer to select the successful Supplier(s) who will participate in the next phase of the PCP under the Framework Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>CCC /<br/>CCC project</b>          | Creative Circular Cities project #C047 that is funded by the European Union’s ERDF fund under the Interreg Programme “Interreg Baltic Sea Region”, CCI 2021TC16FFT003.                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>CCSI</b>                           | Creative and cultural sectors and industries.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>contracts</b>                      | Contracts to be signed with each Supplier for execution of the PCP and each of its phases. These include the Framework Agreement and Specific Contracts.                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Evaluation Committee</b>           | A committee established by the Buyers Group to evaluate the tenders.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>fair and reasonable conditions</b> | Appropriate conditions, including financial terms or royalty-free conditions, taking into account the specific circumstances of the request for access (for example, the actual or potential value of the results, background or sideground to which access is requested and/or the scope, duration or other characteristics of the exploitation envisaged).                                                                                                                                                                                                                               |
| <b>Framework Agreement</b>            | The contract between the Lead Procurer and the Supplier concerning the delivery of the R&D services under this PCP, covering Phases 1 and 2.                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Generated in the PCP</b>           | In implementation of activities described in the Framework Agreement or Specific Contracts.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |



|                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>intellectual property</b> | Patents, inventions (patentable or capable of registration or otherwise), trademarks, service marks, copyrights, topography rights, design rights and database rights (either registered or registerable or otherwise, and including applications for registration, renewal or extension), trade secrets and rights of confidence, trade or business names and domain names and all rights or forms of protection of a similar nature which have an equivalent effect and which may now or in the future exist anywhere in the world. |
| <b>IPRs</b>                  | Intellectual property rights.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Lead Procurer</b>         | The entity within the Buyers Group, appointed to coordinate and lead the joint PCP and to award and sign the Framework Agreements and Specific Contracts for all phases of the PCP, on behalf of the Buyers Group. The Lead Procurer is the Northern Dimension Partnership in Culture.                                                                                                                                                                                                                                                |
| <b>lot</b>                   | A separate challenge or sub-topic within the overall PCP process that focuses on a specific R&D problem or innovation need.                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Offer</b>                 | The proposal of the Supplier for the following phase.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Opening Committee</b>     | A committee established by the Buyers Group to prepare and approve the Tender Documents and answer Tenderers' questions.                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>PCP</b>                   | Pre-commercial procurement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>PPI</b>                   | Public procurement of innovative solutions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>phase</b>                 | A distinct stage in the PCP process with specific objectives, deliverables and evaluation criteria as specified herein.                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>R&amp;D</b>               | Research and development.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Request for Tenders</b>   | The Buyers Group invitation to tender on the basis of which the Tenders for the award of the Framework Agreement and the Specific Contracts are submitted.                                                                                                                                                                                                                                                                                                                                                                            |
| <b>RFT</b>                   | Request for Tenders.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>results</b>               | Any tangible or intangible output that is generated in the PCP whatever its form or nature, whether or not it can be protected. This includes any material, document, technology, solution, data, knowledge or information (foreground material) as well as any rights attached to it, including intellectual property rights ("rights on the results" or "IPRs attached to the results").                                                                                                                                            |
| <b>sideground</b>            | Any material, document, technology, solution, data, know-how or information (sideground material) – whatever its form or nature (tangible or intangible), regardless of whether or not it can be protected, including any attached rights such as intellectual property rights ("sideground IPRs") – that is (i) generated during the timespan of the PCP but not in the PCP and (ii) needed to implement the PCP or to exploit the results of the PCP.                                                                               |





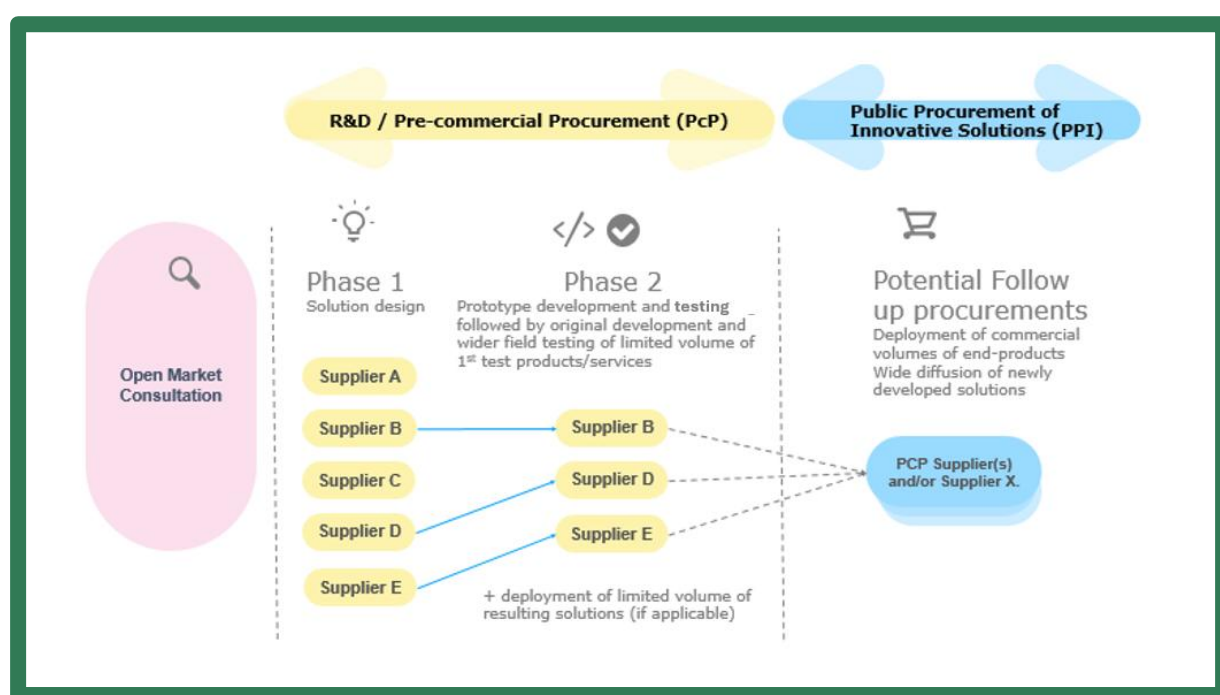
|                          |                                                                                                                                                                                          |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SMEs</b>              | Small and medium-sized enterprises.                                                                                                                                                      |
| <b>Specific Contract</b> | The contract for each phase of the PCP for R&D services under the Framework Agreement to be concluded between the Lead Procurer and the Supplier in addition to the Framework Agreement. |
| <b>Supplier</b>          | A Tenderer that is awarded a contract to execute the R&D services.                                                                                                                       |
| <b>subcontractor</b>     | A subcontractor is a third party contributing to the provision of the R&D services referred to in any of the contracts.                                                                  |
| <b>TD</b>                | Tender Document(s).                                                                                                                                                                      |
| <b>TED</b>               | Tenders Electronic Daily – an on-line tool for preparing public procurement notices and publishing them in the Supplement to the Official Journal of the European Union.                 |
| <b>Tender</b>            | The formal and commercial bid/offer submitted by the Tenderer on the basis of the Tender Documents.                                                                                      |
| <b>Tender Documents</b>  | The documents which describe the terms and conditions of the PCP on the basis of which a Tenderer submits a Tender.                                                                      |
| <b>Tenderer</b>          | A company or consortium that is going to or has already submitted a tender but has not yet been awarded a contract to execute the R&D services.                                          |



# 1. General Context and Background of the Pre-Commercial Procurement

This procurement is a pre-commercial procurement. PCP means that public procurers challenge innovative players on the market, via an open, transparent, and competitive process, to develop new solutions for a technologically demanding mid- to long-term challenge that is in the public interest and requires new R&D services. An overview of the PCP is provided by the EU in this [website](#).

The PCP is split into two phases: (1) solution design and (2) prototyping and testing plus subsequently original development, installation, validation and field testing of a limited set of first products or services. After phase 1, evaluations progressively identify the solutions that offer the best value for money and meet the Buyers Group's needs. This phased approach allows successful Suppliers to improve their offers for the next phase based on lessons learnt and on feedback from procurers (the Buyers Group) in the previous phase. Using a phased approach with gradually growing contract sizes per phase also makes it easier for smaller companies to participate in the PCP and enables SMEs to grow their business as each phase advances.



Moreover, as described below (see Section 2.2), there are two lots (sub-challenges) for this PCP, which means that each lot will be split into these two phases.



PCP is characterized by the following five **features**:

(a) Competitive development in phases to identify the solutions offering the best value for money

PCP targets situations that require radical innovation or R&D and for which there are typically no solutions on or close to the market yet. Different competing Tenderers may have different ideas for solutions to the problem. As R&D is yet to take place, there is not yet any proof as to which of these potential alternative solutions would best meet Buyers Group's needs.

PCP therefore awards R&D contracts to a number of competing Suppliers at the same time, in order to compare different approaches to solving the problem. It thus offers innovators an opportunity to show how well their solution compares with others. It also allows a first customer test reference to be obtained from countries of some members of the Buyers Group that will test the solutions.

As described and illustrated above, the PCP is split into 2 phases with more Suppliers in phase 1, and a smaller number remaining in phase 2.

(b) Public procurement of R&D services

PCP addresses mid- to long-term public procurement needs for which either no commercially stable solutions yet exist on the market, or existing solutions exhibit structural shortcomings which require further R&D to resolve. PCP is a way for procurers to trigger the market to develop new solutions that address these shortcomings. PCP focuses on specific identified needs and provides customer feedback to businesses from the early stages of R&D. This improves the likelihood of commercial exploitation of the newly developed solutions.

PCP is explained in the [PCP communication COM/2007/799](#) and the associated [staff working document SEC/2007/1668](#). The R&D services can cover research and development activities ranging from solution exploration and design, to prototyping, right through to the original development of a limited set of 'first' products or services in the form of a test series. Original development of a first product/service may include limited production/supply in order to incorporate the results of field-testing and demonstrate that the product/service is suitable for production/supply in quantity to acceptable quality standards. R&D does not include quantity production or supply to establish the commercial viability or to recover R&D costs<sup>1</sup>. It also excludes commercial development activities such as incremental adaptations or routine/periodic changes to existing products, services, production lines, processes or other operations in progress, even if such changes may constitute improvements.

(c) Open, transparent, non-discriminatory approach – No large-scale deployments

Unless there are specific participation and/or control restrictions (*see section 3.1*), PCP procurements are normally open at least to all operators in the European Economic Area or in a country having concluded a

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<sup>1</sup> See also Article XV(1)(e) [WTO GPA 1994](#) and the Article XIII(1)(f) of the [revised WTO GPA 2014](#).



Stabilization or Association Agreement in the context of the European Neighbourhood Policy, on equal terms, regardless of the size, geographical location or governance structure.

In all cases, there is, however, a place of performance requirement that a predefined minimum percentage of the contracted R&D services must be performed in the European Economic Area or in a country having concluded a Stabilization or Association Agreement in the context of the European Neighbourhood Policy (or a more restricted list of countries; *see section 3.1*).

All communication (before, during, and after the procurement) will normally be carried out in English (and other languages, if mentioned in section 5).

Any subsequent public procurement of innovative solutions (PPI), for the supply of commercial volumes of the solutions developed in the PCP, may be carried out under a separate procurement procedure. Participation in the PCP is thus not a prerequisite for the provisioning of a solution on a commercial scale.

(d) Sharing of IPR-related risks and benefits under market conditions

PCP procures R&D services at market price, thus providing Tenderers with a transparent, competitive and reliable source of financing for the early stages of their research and development.

Giving each Tenderer the ownership of the IPRs attached to the results (foreground) they generate during the PCP means that they can widely exploit the newly developed solutions commercially. In return, the tendered price must contain a financial compensation for keeping the IPR ownership – compared to the case where the IPRs would be transferred to the procurers (the tendered price must be the 'non-exclusive development price'). Moreover, the procurers must receive royalty-free rights to use the R&D results for their own use, and licensing rights subject to certain conditions.

The Tenderers also retain ownership of their background rights (albeit subject to certain rights of use by the Buyers Group, *see section 2.10*).

(e) Exemption from EU Public Procurement Directives, WTO Government Procurement Agreement (GPA) and EU state aid rules

PCP procurements are exempted from the EU Public Procurement Directives because the procurers do not retain all the benefits of the R&D (the IPR ownership stays with the Suppliers).<sup>2</sup>

They are also exempted from the WTO Government Procurement Agreement (GPA) because this Agreement does not cover R&D services<sup>3</sup> (– the PCP being limited to such services and any subsequent PPI procurements relating to commercial-scale supply of such solutions not being part of the PCP procurement).

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<sup>2</sup> See Article 16(f) of Directive [2004/18/EC](#) (Article 14 of Directive [2014/24/EU](#)), Article 24(e) of Directive [2004/17/EC](#) (Article 32 of Directive [2014/25/EU](#)) and Article 13(f) (j) of Directive [2009/81/EC](#).

<sup>3</sup> See the EU's Annex IV of Appendix I to the [WTO GPA](#).



PCP procurements do not constitute state aid under the EU state aid rules<sup>4</sup> if they are implemented as defined in the PCP communication<sup>5</sup>, namely by following an open, transparent, competitive procedure with risk- and benefit-sharing at market price. The division of all rights and obligations (including IPRs) and the selection and award criteria for all phases must be published at the outset; the PCP must be limited to R&D services and clearly separated from any potential follow-up PPI procurements; PCP contractors may not be given any preferential treatment in a subsequent procurement for provision of the final products or services on a commercial scale.

The start of this PCP procurement was preceded by an open market consultation (*see summary and Q&A on [CCC - Interreg Baltic Sea Region](#)*).

This procurement is part of a project that is co-funded by the European Union's Interreg Baltic Sea Region programme.

## 2. Tender Profile

### 2.1. Drivers behind the PCP

Many citizens do not yet lead circular lifestyles due to a combination of structural, cultural, informational, and economic barriers. A key challenge lies in the lack of awareness and understanding of what a circular lifestyle entails on a practical level. According to the European Commission's Special Eurobarometer on Circular Economy (2023), only 32% of EU citizens say they feel well informed about circular economy practices, while 45% admit they have never even heard of the concept.<sup>6</sup>

Citizens often associate sustainability with complex or costly choices, while linear consumption habits – fueled by convenience, affordability, and dominant marketing – remain deeply embedded. For instance, the average EU citizen produces over 500 kg of municipal waste annually, and less than 12% of materials consumed in the EU economy come from recycled sources<sup>7</sup>. Even when awareness exists, infrastructural limitations – such as insufficient repair services or reuse infrastructure – can hinder action. The European Environment Agency (EEA) notes that repair services remain underdeveloped in many regions due to a lack of incentives, awareness, and skilled labour<sup>8</sup>.

Moreover, emotional and cultural attachments to consumerism, coupled with a perceived lack of agency or community support, reduce motivation for change. A 2021 OECD survey<sup>9</sup> found that only 30% of people believe their individual actions significantly contribute to solving environmental problems.

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<sup>4</sup> See Point 33 of the [Commission Communication on a framework for state aid for research and development and innovation](#) (C(2014) 3282).

<sup>5</sup> [Commission Communication: Pre-Commercial Procurement: driving innovation to ensure sustainable, high quality public services](#) (COM(2007) 799) and [PCP staff working document](#) (SEC(2007)1668).

<sup>6</sup> European Commission (2023). *Special Eurobarometer 538: Attitudes of Europeans towards the Environment*.

<sup>7</sup> Eurostat (2024). *Municipal waste statistics*.

<sup>8</sup> European Environment Agency (2022). *Circular economy in Europe – Developing the knowledge base*.

<sup>9</sup> OECD (2021). *Public Attitudes Towards Environmental Policies*.



In response to the challenge of adopting more circular lifestyles, the cities of Aarhus, Gdynia, Kiel, Riga, Tallinn, and Turku form a partnership committed to accelerating the circular transition at local level by using the potential of CCSI. These cities, which form the Creative Circular Cities project – co-funded by the Interreg Baltic Sea Region Programme – have begun addressing these issues through bringing together local civil society actors, municipal representatives and businesses to jointly start a dialogue and develop solutions to overcome the barriers to a circularity transition.

CCC cities are now engaging in a Pre-Commercial Procurement (PCP) process to source, develop, and test innovative solutions that can drive circularity through creativity.

This PCP aims to address the pressing need for systemic, inclusive, and creative approaches to local circular transformation. Informed by extensive engagement with civil society, private and public sector, the participating cities have identified key challenges where CCSI involvement can be a game changer – ranging from circular lifestyle adoption and community engagement to business incubation and waste prevention.

By launching a common procurement process, CCC cities seek to stimulate the development of new products, services, and solutions that contribute to the adoption of circular lifestyles and can be tested and implemented locally but are adaptable and scalable across the Baltic Sea Region. These solutions are intended to operate at district or city level and must be designed to work in real-life urban environments. The use of creative methods, co-design processes, and cross-sector collaboration is encouraged. Solutions that integrate data-driven approaches, behavioural insights, or digital tools are welcome, provided they serve to empower citizens and local businesses in the circularity transition.

The maximum budget for the PCP is 233 000 EUR (incl. VAT), with up to 100 000 EUR allocated to phase 1 and up to 133 000 EUR allocated to phase 2. The PCP does not include the purchase of prototypes resulting from the provided R&D services. However, members of the Buyers Group (separately or jointly) may launch a separate PPI for deployment of commercial volumes of end-products.

## 2.2. Description of R&D services to be procured (PCP challenges)

The PCP focuses on radical innovation and is meant for services, tools or products that are not yet on or close to market. In this PCP, competing companies and developers will be given the opportunity to come up with innovative ideas for new circular solutions with the goal of helping cities become more sustainable.

The commonly identified procurement need is for solutions that support cities' transition to a more circular society. Based on this, two challenges linked to the cities' circularity goals have been identified. They will form the two lots of the Pre-Commercial Procurement action:

- 
- **Lot 1 – Circularity platform** addressing the following challenge, as described further in Section 2.2.1 below: How might we create an accessible, unified platform or system that connects service providers contributing to the circular economy, making it easier for citizens to discover and use their services?
  - **Lot 2 – Circular event infrastructure** addressing the following challenge, as described further in Section 2.2.2 below: How might we implement an interoperable, citywide system or solution to eliminate single use materials (such as cups, plates, and cutlery) at public events?

Each of these lots will be split into 2 phases.

The CCC project highlights the immense potential of the cultural and creative sectors and industries in the transition to a more circular society and believes that innovations to speed up the circular transition would benefit from the inclusion of these stakeholders in developing the solutions.

Please note that a solution/Tender can only apply to one lot, i.e. the Tender must clearly identify for which lot it is applying, and that solution cannot be included in another parallel Tender submitted to the remainder lot as they are distinct from one another in terms of expected outcomes.

## 2.2.1. Lot 1: Circularity platform

### The problem

Across Europe, an expanding number of companies are offering circular-economy services—from repair and reuse to remanufacturing and rental models—reflecting a broader shift toward service-based, sustainable business strategies driven by the European Green Deal and strong policy support. For example, Futures Research Centre of the University of Turku studied the situation of the circular economy in the Turku region in 2019, highlighting that there are approximately 700 different circular economy operators in the region. Of these, 270 are companies that visibly implement the circular economy or are partners of a public operator. Approximately 150 actors are related to research and education.

However, information on such providers is often not gathered in one place in a coherent way that is easy to understand and access. This leads to people lacking clear, engaging, and practical guidance on how circularity connects to the global environmental crisis and how they can apply circular practices in their everyday lives. Information on circularity and circular economy is often scattered across multiple sources, making it difficult to access and understand. It is often communicated in technical or abstract terms, lacking emotional appeal or creative storytelling that would inspire and engage citizens. Unfortunately, information spaces on circularity, such as online platforms and websites, risk being functional but uninspiring, failing to engage people on emotional, cultural and identity levels.

### The desired solution

The CCC Buyers group challenges suppliers to come up with a solution to the above-described problem. It is seeking an accessible, unified, and engaging system – which can be digital, physical or a hybrid – that



connects necessary stakeholders – including citizens, businesses, such as SMEs and solo entrepreneurs, and public sector – with knowledge and information, initiatives, services and service providers contributing to the circular economy, making it easier to be part of the transition to a circular economy. The solution could provide practical tips, but also direct citizens to resources, events and service providers that could help them make their everyday life more circular. At the same time, the solution could support businesses with information and knowledge that could help them improve the circularity of their products and services.

The solution should be functional, with a low entry-barrier for involved stakeholders, as well as engaging, inspiring, and informative on how to live a circular life. Due to the nature of the CCC project, the solution should harness the power and knowledge of the creative and cultural sectors and industries to create a compelling experience through creative practices (such as visual design, gamification, storytelling, artistic interventions and experiences),

As mentioned above, the fragmented nature of circularity knowledge amongst society can hinder the unlocking of circular transitions for some cities. Therefore, the solution will be tested in (a) selected city(ies) of the CCC Buyers group that is currently facing these issues, ensuring both an appropriate test bed for the supplier as well as potential for a positive impact of the solution in the test city. Nevertheless, while a test city will be ensured as part of this PCP, the solution should be scalable to other cities at least in the Baltic Sea Region.

Solutions must cover the following:

#### **General Characteristics**

- The solution must be an accessible, unified, and engaging system.
- The system can be digital, physical or a hybrid.
- The system must accommodate necessary stakeholders – including citizens, businesses, such as SMEs and solo entrepreneurs, and the public sector.
- The system must be inclusive and accessible to all.

#### **Functional and Operational Requirements**

- The solution should provide an engaging and inspiring system, with knowledge and information, initiatives, services and service providers contributing to the circular economy, making it easier to be part of the transition to a circular economy.
- The solution should have a low entry-barrier for the stakeholders involved.
- The solution must be interoperable and easily localized to be transferable to other cities beyond the test city.

#### **Business and Governance Model**

- The solution provider should propose a viable business model.
- The system must avoid unfair competition practices, such as exclusive arrangements with specific businesses.



## Sustainability and Communication

- The solution must fully integrate sustainability and circular economy principles, contributing to waste reduction and resource efficiency.
- The system must be easily understandable and communicable to both end-users and stakeholders, ensuring broad participation and trust.

## Implementation and Impact

- The solution provider must present a roadmap for implementation, with a preference for approaches that are straightforward, possible to expand upon, and feasible in the short term.
- The overall expected impact should be grown awareness of circularity, increased use of circular services, and enhanced attractiveness of the city. The solution must contribute directly to the achievement of climate and sustainability goals.

## 2.2.2. Lot 2: Circular event infrastructure

### The Problem:

The flow of materials from public events, fairs and festivals often takes place in an unsustainable way. Especially small items, such as single-use cups and cutlery, might be thrown on the ground during an event for waste management services to pick up and deal with. These items are not only used in enormous quantities, but they are also frequently discarded carelessly. This behaviour undermines recycling efforts, increases cleanup costs, and contributes significantly to landfill volumes.

The scale of the problem is striking. In the UK, festivals generate around 23,500–25,800 tonnes of waste every year, with approximately 68% of it going directly to landfill<sup>10</sup>. Much of this consists of single-use items: in a typical festival season, attendees discard 1.3 million food containers, 2 million plastic bottles, and 875,000 cups.<sup>11</sup> Studies suggest that up to 90% of single-use plastics such as straws, cups, and cutlery end up as litter rather than being properly recycled.<sup>12</sup> Once contaminated with mud or food, even otherwise recyclable materials often cannot be recovered.

The current flow of materials at public events is not only environmentally unsustainable but also operationally inefficient. While each discarded cup or fork may appear insignificant on its own, together they represent a massive environmental challenge. Rethinking event material flows – through measures such as reusable systems, deposit-return schemes, or compostable alternatives – offers a way forward to reduce waste, lower costs, and minimize environmental impact.

### The desired solution

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<sup>10</sup> UFI Waste Management Working Group (2020). Waste Management in the Exhibitions Industry.

<sup>11</sup> Less Waste. Reducing waste at festivals. [Reducing waste at festivals | Less Waste](#)

<sup>12</sup> Waste Managed. [Festival Waste Management Guide](#).





Addressing the unsustainable flow of materials at public events requires more than incremental improvements – it calls for a systemic rethink based on innovation, research, and development. The central goal is to establish a circular economy model where materials are not treated as disposable waste but as valuable resources that circulate continuously within event and city systems. The CCC Buyers group challenges suppliers to come up with the desired solution of LOT 2: Development of an interoperable, city-wide system to eliminate single-use materials at public events.

Solutions must cover the following:

#### **General Characteristics**

- The solution must be applicable across multiple locations throughout the city, covering events of varying scale and duration (from one-day to multi-day events).
- The system must accommodate events of different sizes, ranging from small gatherings of approximately 300 participants to large-scale events with up to 100,000 participants.
- The system must accommodate numerous and diverse catering service providers operating simultaneously within public events.
- The solution should be scalable beyond cups to also include plates, cutlery, and other relevant food service items.
- The system must be inclusive and accessible to all vulnerable groups.

#### **Functional and Operational Requirements**

- The solution should provide a practical and comprehensive operational framework, covering all aspects of distribution, collection, cleaning, and reuse.
- The return process for used items must be simple, transparent, and free from artificial barriers or restrictions. At the end of the process, users must always have the option to receive back the invested cash deposit.
- The payment system must support both cash and non-cash transactions, ensuring broad accessibility for end-users.
- The solution must be interoperable and easily localized to be transferable to other cities beyond the test city.

#### **Business and Governance Model**

- The solution provider must propose a viable business model and logistics framework, clearly defining interactions between the municipality, catering providers, and other stakeholders.
- The business model must explicitly describe the economic incentives and cost distribution (e.g., which stakeholders bear operational costs, whether cost structures are transparent to contractors and municipalities, or embedded in the service price to end-users).
- The system must avoid unfair competition practices, such as exclusive arrangements with specific retailers or other mechanisms that limit fair market access.

#### **Sustainability and Communication**

- The solution must fully integrate sustainability and circular economy principles, contributing to waste reduction and resource efficiency.
- The system must be easily understandable and communicable to both end-users and stakeholders, ensuring broad participation and trust.

## Implementation and Impact

- The solution provider must present a roadmap for implementation, with a preference for approaches that are straightforward, rapid to deploy, and feasible in the short term.
- The overall expected impact should be measurable reductions in waste, more efficient material use, improved inclusivity, and enhanced attractiveness of the city. The solution must contribute directly to the achievement of climate and sustainability goals.

## 2.3. Expected outcomes

### 2.3.1. Phase 1: Solution Design – overview and expected outcomes

| <b>Objective</b>            |                                                       | Perform research to:<br>1. elaborate the solution design and determine the approach to be taken to develop the new solutions and<br>2. demonstrate the feasibility of the proposed concepts and approach to meet the procurement need |                                          |                                                                                                                                                                                                                                                                             |
|-----------------------------|-------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Outputs and results</b>  |                                                       | All suppliers have achieved the milestone and deliverables successfully and they present a more detailed solution design report and conceptual design description.                                                                    |                                          |                                                                                                                                                                                                                                                                             |
| Milestones and deliverables |                                                       | By when?                                                                                                                                                                                                                              | How?                                     | Outputs and results                                                                                                                                                                                                                                                         |
| <b>Milestones</b>           | M.1.1<br>Phase 1 Kick-off meeting                     | 29/01/2026                                                                                                                                                                                                                            | Online meeting                           | The Buyers Group will provide details of the challenges, timelines, cooperation, administrative and operational aspects. The Suppliers will be able to ask questions. The meeting will be recorded and made available afterwards.                                           |
|                             | M.1.2<br>Presentation of draft solution designs       | By 23/02/2026                                                                                                                                                                                                                         | Presentation online or in person meeting | The Suppliers are expected to develop draft solutions and present these to the Buyers Group. These will be reviewed by Evaluation Committees, which will subsequently provide feedback with the aim of improving and further finetuning the Suppliers' suggested solutions. |
|                             | M.1.3<br>End of the Phase 1 meeting                   | By 24/04/2026                                                                                                                                                                                                                         | Online meeting                           | The Suppliers will present their final solution designs, which have been approved by the Evaluation Committees. The Buyers' group will provide more details on Phase 2.                                                                                                     |
| <b>Deliverables</b>         | D.1.1<br>Project abstract and list of Pre-existing IP | By 04/02/2026                                                                                                                                                                                                                         | Document                                 | Using the template provided in Appendix 5, the suppliers will produce a project abstract and list of Pre-existing IP.                                                                                                                                                       |
|                             | D.1.2<br>Draft solution design                        | By 23/02/2026                                                                                                                                                                                                                         | Presentation                             | A draft solution design has been developed to be reviewed and approved by the Evaluation Committees                                                                                                                                                                         |
|                             | D.1.3<br>Final solution design                        | By 24/04/2026                                                                                                                                                                                                                         | Document and presentation                | A final solution design has been developed to be reviewed and approved by the Evaluation Committees. Appendix 4 should be used for the documentation of the final solution.                                                                                                 |



|  |                         |               |          |                                                                                   |
|--|-------------------------|---------------|----------|-----------------------------------------------------------------------------------|
|  | D.1.4<br>Phase 2 offer* | By 24/04/2026 | Document | All suppliers taking part in Phase 1 are expected to create an offer for Phase 2. |
|--|-------------------------|---------------|----------|-----------------------------------------------------------------------------------|

#### \*D.1.4. Phase 2 offer

The phase 2 offer may need to detail:

- Innovativeness of the solution
- Advantages of the solution
- Demonstration of the planned prototype and field testing in Phase 2
- Detailed time schedule and implementation plan field testing in Phase 2
- Implementation plan overview

Details on format of phase 2 offer will be provided during the Phase 2 call-off. Please check section 2.8 “time schedule” for details.

## 2.3.2. Phase 2: Prototype development and testing – overview and expected outcomes

|                                    |                                                     |                                                                                  |                                 |                                                                                                                                                                                                                         |
|------------------------------------|-----------------------------------------------------|----------------------------------------------------------------------------------|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Objective</b>                   |                                                     | Develop and pilot prototypes in operational conditions.                          |                                 |                                                                                                                                                                                                                         |
| <b>Outputs and results</b>         |                                                     | Suppliers have produced and tested working prototypes in real-life environments. |                                 |                                                                                                                                                                                                                         |
| <b>Milestones and deliverables</b> |                                                     | <b>By when?</b>                                                                  | <b>How?</b>                     | <b>Outputs and results</b>                                                                                                                                                                                              |
| <b>Milestones</b>                  | M.2.1<br>Phase 2 kick-off meeting                   | 27/05/2026                                                                       | Online meeting                  | The Buyers' group will provide an overview of Phase 2 activities, timelines and expectations. The suppliers will be able to ask questions. The meeting will be recorded and available afterwards.                       |
|                                    | M.2.2<br>Prototype developed                        | By 27/07/2026                                                                    | Online meeting and presentation | The suppliers are expected to develop their prototypes, which will be reviewed by Evaluation Committees. The committees will subsequently provide feedback with the aim of improving and further finetuning prototypes. |
|                                    | M.2.3<br>Prototype tested in real-life environments | By 24/08/2026                                                                    | Meeting and demonstration       | After successful approval of the prototypes, the supplier is expected to test it in a real-life environment in selected Buyers' group cities.                                                                           |
|                                    | M.2.4<br>End of Phase 2 meeting                     | Week of 14/09/2026                                                               | Presentation of the results     | The Buyers' group will organize a meeting concluding Phase 2 with the suppliers to discuss suppliers' solutions and pilot performance                                                                                   |





|              |                                                                                                                      |                      |                                        |                                                                                                                                                                                                                                                              |
|--------------|----------------------------------------------------------------------------------------------------------------------|----------------------|----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Deliverables | D.2.1<br>Project abstract and list of Pre-existing IP (if <u>different from the submission made during Phase 1</u> ) | By 03/06/2026        | Document                               | Using the template provided in Appendix 5, the suppliers will produce a project abstract and list of Pre-existing IP                                                                                                                                         |
|              | D.2.2<br>First prototype iteration and draft piloting plan                                                           | By 17/06/2026        | Presentation                           | The suppliers will develop a first prototype iteration and draft piloting plan to be reviewed by Evaluation Committees. The committee will subsequently provide feedback with the aim of improving and further finetuning the prototypes and piloting plans. |
|              | D.2.3.<br>Final prototype and piloting plan                                                                          | By 27/07/2026        | Presentation                           | With the feedback from the Evaluation Committees provided in the previous phase, the suppliers are expected to create a final prototype and piloting plan ready for testing.                                                                                 |
|              | D.2.4<br>Prototype tested in real life environment                                                                   | By 24/08/2026        | Real-life testing                      | The prototype is expected to be tested in a real-life environment in selected cities of the Buyers' group.                                                                                                                                                   |
|              | D.2.5<br>End of Phase 2 report                                                                                       | By 11/09/2026        | Document, presentation and video (TBC) | The suppliers are expected to produce an end-of-phase report. A template will be provided by the Buyers' group.                                                                                                                                              |
|              | D.2.6<br>Participation in CCC final conference                                                                       | After end of Phase 2 | Presentation and/or a stand            | Upon successful prototype testing, the supplier may be invited to demonstrate and / or present on their prototype solution at the CCC final conference in Germany 29.09. – 1.10.2026.                                                                        |
|              | D.2.7<br>PCP lessons learnt                                                                                          | After end of Phase 2 | Document                               | The contractors must agree on the text for the summary of overall lessons learnt and results achieved from the PCP, for publication.                                                                                                                         |

## 2.4. Tender closing time

The tender closing time will be 30/12/2025 at 17:00 CET.

## 2.5. Procurer(s) and other parties involved in the PCP

This procurement relates to a joint PCP that will be carried out by the following Lead Procurer: Northern Dimension Partnership on Culture, Latvia.





The Lead Procurer is appointed to coordinate and lead the joint PCP, and to sign and award the Framework Agreement and the Specific Contracts for all phases of the PCP, in the name and on behalf of the following Buyers' Group:

- Danish Cultural Institute Estonia, Latvia Lithuania in Latvia
- Riga Municipal Agency "Riga Energy Agency" in Latvia
- Pomeranian Science and Technology Park Gdynia in Poland
- Association "Pomorskie in the European Union" in Poland
- City of Turku in Finland
- Valonia / Regional Council of Southwest Finland in Finland
- Humak university of applied sciences in Finland
- Tallinn Business Incubators Foundation in Estonia
- Anschar GmbH in Germany
- Zero Waste Kiel e.V. in Germany
- Heinrich Böll Foundation Schleswig-Holstein e.V. in Germany

The Lead Procurer is part of the Buyers' Group.

## 2.6. The contracting approach

The PCP will be implemented by means of a Framework Agreement with Specific Contracts for each of the two PCP phases (altogether 'contracts'). The law governing the contracts is the Latvian law, because the Lead Procurer is based there.

Following the tendering stage, a Framework Agreement and a Specific Contract for Phase 1 will be awarded to an expected number of up to 10 Suppliers divided per Lot 1 and Lot 2.

**The Framework Agreement** will set all the framework conditions for the entire duration of the PCP (covering all the phases). There will be no renegotiation. The framework agreement will remain binding for the duration of all phases for which suppliers remain in the PCP. Suppliers that are awarded a framework agreement will also be awarded a specific contract for Phase 1 (evaluation of tenders for the framework agreement and Phase 1 are combined). Suppliers therefore need not only submit their detailed offer for Phase 1, but also to state their goals and outline their plans for Phase 2. They thus give overview of their approach for commercial exploitation of the R&D results at the end of the Framework Agreement.

A call-off will be organized for Phase 2, with the aim of awarding four Phase 2 Specific Contracts.

The offers for Phase 2 will be requested together with the end-of-phase deliverables for Phase 1. However, the successful completion of Phase 1 is evaluated before evaluating the offers Phase 2, to determine which offers are eligible to proceed to the evaluation of offers for Phase 2. Consequently, if a supplier's Phase 1 results are not considered successful, its offer for Phase 2 will not be evaluated.

### Short overview of timing following closure of the tender:

- Phase 1: 29/01/2026 – 19/05/2026
- Phase 2: 27/05/2026 – 23/09/2026

A more detailed time schedule can be found in section 2.8.

## 2.7. Total budget and budget distribution

The table below summarizes the expected minimum number of Suppliers, the estimated Phase duration, the maximum budget per Phase, and the maximum budget per Phase and per Supplier. Budgets include VAT.

The total budget for the PCP is 233 000 EUR (incl. VAT)\*. Suppliers that participate in both Phases can receive a total budget of 43 250 EUR (incl. VAT)\*.

| Expected minimum number of Suppliers (LOT 1 & LOT 2) | Max. budget per Phase, including VAT* | Max. budget per Supplier, including VAT* | Maximum duration of Phase |
|------------------------------------------------------|---------------------------------------|------------------------------------------|---------------------------|
| Phase 1: Up to 10 (5+5)                              | 100 000 EUR                           | 10 000 EUR                               | 17 weeks                  |
| Phase 2: 4 (2+2)                                     | 133 000 EUR                           | 33 250 EUR                               | 18 weeks                  |
| Total                                                | 233 000 EUR                           | 43 250 EUR                               | 35 weeks                  |

The Buyers' Group reserves the right to select a lower number of Suppliers in case no suitable Tenders are submitted. In any case the Buyers Group will aim to have at least three Suppliers per lot in Phase 1 and two Suppliers per lot in Phase 2.

\*This applies to both cases when VAT is calculated by the Supplier and included in an invoice or should be calculated by the recipient as a reverse charge.

## 2.8. Time schedule

| Planned time schedule   |                                                                            |
|-------------------------|----------------------------------------------------------------------------|
| Date                    | Activity                                                                   |
| 30/10/2025              | First tender procedure (framework agreement and phase 1 contracts)         |
| 30/10/2025              | Publication of contract notice in <a href="#">TED</a>                      |
| 28/11/2025              | Deadline for submitting questions about tender documents                   |
| 12/12/2025              | Deadline for lead procurer to publish replies to questions (Q&A document)  |
| 30/12/2025              | Deadline for submission of tenders for the framework agreement and phase 1 |
| 05/01/2026              | Opening of tenders by Buyers' Group Opening committee                      |
| 19/01/2026              | Tenderers notified electronically of decision on awarding contracts        |
| 20/01/2026 - 27/01/2026 | Signing of framework agreements and phase 1 specific contracts             |
| 28/01/2026              | Publication of contract award notice in TED                                |



|                            |                                                                                                                                                                                     |
|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>29/01/2026</b>          | <b>Implementation of phase 1</b>                                                                                                                                                    |
| 29/01/2026                 | Start of phase 1                                                                                                                                                                    |
| 04/02/2026                 | Names of winning phase 1 contractors and their project abstracts (Appendix 5) to be published on Creative Circular Cities website                                                   |
| 29/01/2026<br>23/02/2026   | - Potential for visit(s) of phase 1 contractors to the premises(s) of the procurer(s) to learn about the operational boundary conditions governing the design of targeted solutions |
| 23/02/2026                 | Deadline for phase 1 deliverable "D.1.2 Draft solution design"                                                                                                                      |
| 23/02/2026 – 18/03/2026    | Potential for visit(s) of the evaluation committees to the contractors' premises to check completion of milestone(s) and deliverable(s) with three business days advance notice     |
| 09/03/2026                 | Feedback from evaluation committees on phase 1 deliverable "D.1.2 Draft solution design"                                                                                            |
| 13/03/2026                 | Interim payments                                                                                                                                                                    |
| 23/03/2026                 | Launch call-off for phase 2                                                                                                                                                         |
| 06/04/2026                 | Deadline for submitting questions on phase 2 call-off                                                                                                                               |
| 14/04/2026                 | Deadline for lead procurer to circulate replies to questions to phase 2 tenderers                                                                                                   |
| 24/04/2026                 | Deadline for phase 1 final deliverables "D.1.3 Final solution design" (Appendix 4) and phase 2 offers                                                                               |
| 27/04/2026 –<br>11/05/2026 | Assessment of phase 1 final deliverables "D.1.3 Final solution design" (Appendix 4) and opening of phase 2 offers                                                                   |
| 12/05/2026                 | Phase 1 contractors notified as to whether they have completed this phase satisfactorily and of decision on awarding phase 2 contracts                                              |
| 19/05/2026                 | Signing of phase 2 specific contracts if applicable                                                                                                                                 |
| <b>19/05/2026</b>          | <b>End of phase 1</b>                                                                                                                                                               |
| 26/05/2026                 | Payment of balance for phase 1 to contractors that completed this phase satisfactorily                                                                                              |
| <b>27/05/2026</b>          | <b>Implementation phase 2</b>                                                                                                                                                       |
| 27/05/2026                 | Start of phase 2                                                                                                                                                                    |
| 03/06/2026                 | Names of winning phase 2 contractors and their project abstracts to be published on Creative Circular Cities website                                                                |
| 27/05/2026 – 17/06/2026    | Potential for visit of phase 2 contractors to the premises(s) of the procurer(s), where applicable, with three business days advance notice                                         |
| 17/06/2026                 | Deadline for phase 2 deliverable "D2.2 First prototype iteration and draft piloting plan"                                                                                           |
| 17/06/2026 – 01/09/2026    | Potential for visit(s) of the phase 2 evaluation committee(s) to the contractors' premises to check completion of interim milestone(s)/deliverable(s)                               |
| 17/06/2026 –<br>06/07/2026 | Feedback from phase 2 evaluation committees on phase 2 deliverable "D2.2 First prototype iteration and draft piloting plan"                                                         |
| 10/07/2026                 | Interim payments                                                                                                                                                                    |
| 27/07/2026                 | Deadline for phase 2 deliverable "D2.3 Final prototype iteration and piloting plan"                                                                                                 |
| 27/07/2026<br>24/08/2026   | - Field testing of prototype as part of deliverable "D2.4 Prototype tested in real life environment"                                                                                |





|                            |                                                                                                           |
|----------------------------|-----------------------------------------------------------------------------------------------------------|
| 24/08/2026<br>31/08/2026   | - Feedback from phase 2 evaluation committees on field testing of the prototype                           |
| 11/09/2026                 | Deadline for submission of phase 2 final report "End of Phase 2 report"                                   |
| 11/09/2026 –<br>22/09/2026 | Assessment of phase 2 final report "End of Phase 2 report"                                                |
| 23/09/2026                 | Phase 2 contractors notified as to whether they have completed this phase satisfactorily and successfully |
| <b>23/09/2026</b>          | <b>End of phase 2</b>                                                                                     |
| 29/09/2026                 | Payment of balance for phase 2 to contractors that completed this phase satisfactorily                    |

## 2.9. Overview of expected travels by Supplier

This table below gives an overview of the envisaged travels that the Suppliers need to plan for in their budgets. The timing and locations for the physical meetings in all phases are indicative at this stage and could be subject to change. The Buyers' Group reserves the right to adjust the duration of the iteration periods, meetings frequency and locations if necessary. This will be communicated in a timely manner to all Suppliers.

| Phase                | What?                                                                    | When?                                                                               | Where?                                                                           |
|----------------------|--------------------------------------------------------------------------|-------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| Phase 1              | Potential for visit of contractors to the premises(s) of the procurer(s) | Up to two days in the time period between 29/01/2026 – 23/02/2026                   | In selected Buyers' Group cities, depending on participation in respective lots. |
| Phase 2              | Potential for visit of contractors to the premises(s) of the procurer(s) | Up to two days in the time period between 27/05/2026 – 17/06/2026                   | In selected Buyers' Group cities, depending on participation in respective lots. |
| Phase 2              | Prototype testing in real-life environments                              | Up to three days up to two times in the time period between 27/07/2026 – 24/08/2026 | In selected Buyers' Group cities, depending on participation in respective lots. |
| End of Phase 2 (TBC) | Potential for Participation in the CCC final conference                  | 29/09/-30/09/2026                                                                   | Kiel, Germany                                                                    |



## 2.10. IPR issues

### 2.10.1. Ownership of results (foreground)

Each Supplier will keep ownership of the IPRs attached to the results they generate during the PCP implementation. The Tenderer is expected to take this into account when putting together its offer against the available budget.

The ownership of the IPRs will be subject to the following:

- the Buyers' Group have the right to:
  - use and access results, on a royalty-free basis
  - grant (or to require the Suppliers to grant) non-exclusive licences to third parties to exploit the results under fair and reasonable conditions (without the right to sub-license)
- in exceptional cases, the Buyers' Group have the right to require the Suppliers to transfer ownership of the IPRs, for example, if the Suppliers fail to comply with their obligation to commercially exploit the results (see 2.10.2. below).

### 2.10.2. Commercial exploitation of results

The Buyers' Group should be able to benefit from the procured solutions after the PCP has ended. Therefore, Suppliers are expected to protect the results, including their IPRs. Furthermore, Suppliers are also encouraged to commercially exploit the results of the R&D undertaken in the PCP.

With respect to this, the Buyers' Group invites Suppliers to explore several innovative approaches and provide an overview of their approach for commercial exploitation of the R&D results at the end of the Framework Agreement.

The Buyers' Group does not evaluate commercialisation of results, nor can it provide direct support for such activities. Any decision to develop a business model, pursue commercialisation, or bring a product or service to market rests entirely with the Suppliers.

The Buyers' Group will promote selected R&D results via its network, which consists of several other public procurers and related organisations. Where possible, the Buyers' Group will also disseminate the Suppliers' results at the end of each phase via relevant public and industry related events and social media platforms. The Buyers' Group may help develop a working market for such types of solutions to ensure their usability, promote new solutions for transitioning to a circular economy and to help overcome possible, commonly defined deployment barriers.

One larger event organised by the Buyers' Group at the end of the CCC project is also foreseen. During this event, developed solutions might be presented, and potential follow-up initiatives could be discussed with an extended network.

### 2.10.3. Declaration of pre-existing rights (background)

The ownership of pre-existing rights will remain unchanged by the PCP.

In order to be able to distinguish clearly between results and pre-existing rights (and to establish which pre-existing rights are held by whom):

- 
- Suppliers are requested to list the pre-existing rights for their proposed solution in their offers
  - Suppliers are requested to establish a list of pre-existing rights to be used before the start of the contract, in case there are differences at the time from the list provided with the offer

The PCP Framework Agreement will contain a provision that describes in more detail the rights and obligations of the different parties regarding the pre-existing rights and results.

## 3. Evaluation of tenders

### 3.1. Eligible tenderers, joint tenders and subcontracting

#### 3.1.1. Tenders submitted by single Tenderer

Participation in the tendering procedure is open on equal terms to all types of operators that are established in the European Economic Area or in countries having concluded a Stabilization or Association Agreement in the context of the European Neighbourhood Policy (subject to requirements in section 3.5) on equal terms, regardless of their geographic location, size or governance structure.

A single Tenderer may submit a Tender, specifying the role, qualification and experience of each member of the entity.

The key personnel of the tendering entity's team shall not be altered without the prior consent of the Lead Procurer. Any alteration in the key personnel without the prior consent of the Lead Procurer may result in the termination of the contracts.

#### 3.1.2. Joint Tender (Tender submitted by a consortium)

A consortium (a combination of entities and/or individuals) may submit a joint Tender. Any type of natural or legal persons (including non-profit entities properly registered, such as universities) may form a consortium comprised of several Suppliers, set up temporarily for the purposes of the PCP.

A joint Tender must specify the role, qualification and experience of each member of the consortium in Form C (Selection Criteria). A single authorized representative of the consortium, with sufficient powers to exercise the rights and comply with the obligations that arise from the PCP procedure shall be appointed and be mandated as the Lead Tenderer. The Lead Tenderer shall sign the Tender and the contracts in the name and on behalf of all members and shall be responsible for all aspects and execution of the contracts, including financial and economic performance.

All members of the consortium shall be jointly and severally liable for fulfilment of the terms of the contracts. The Lead Tenderer shall be mandated to act on behalf of the consortium for the purposes of the contracts and shall have the authority to bind the consortium, receive and issue orders on behalf of the consortium members, and receive all payments.

With its Tender a consortium shall include an agreement (or a letter of intent to enter into an agreement or any similar document) signed by all members of the consortium on the participation in the Tender, which confirms their joint commitment to fulfil the contracts and includes the above.



The composition of the consortium shall not be altered without the prior consent of the Lead Procurer. Any alteration in the composition of the consortium without the prior consent of the Lead Procurer may result in the termination of the contracts.

Upon receipt of the notice about the results of the Tender, prior to concluding the contracts the successful consortium must at its discretion either:

- enter into a partnership agreement (within the meaning of the Civil Law of the Republic of Latvia, Articles 2241 till 2280 or equivalent regulations of another EU Member State or a country in the European Economic Area or in a country having concluded a Stabilization or Association Agreement in the context of the European Neighbourhood Policy) and submit one copy of this agreement to the Lead Procurer within 5 (five) days; or
- establish a general or limited partnership (within the meaning of the Commercial Law of the Republic of Latvia, Chapter IX and X or equivalent regulations of another EU Member State or a country in the European Economic Area or in a country having concluded a Stabilization or Association Agreement in the context of the European Neighbourhood Policy) and notify the Lead Procurer in writing about the registration fact.

Each member of the consortium shall also provide a statement in Form A to the Lead Procurer declaring that they are aware of the provisions set out in the Tender Documents.

Contact details of the Lead Tenderers must be stated in Form A. The names, circumstances, and participation of the members of the consortium should be properly described.

### 3.1.3. Subcontracting

A subcontractor is a third party which has entered into an agreement on business conditions with one or more beneficiaries, in order to carry out part of the work of the project without the direct supervision of the beneficiary and without a relationship of subordination. Subcontracting could be permitted only with a prior written notice of the Procurers and subject to limitations.

The Supplier shall state in the Tender Submission Form (Form A) which part of the PCP obligations and contract performance, if any, is intended to be subcontracted to other Suppliers. The Supplier shall describe its approach in selecting and managing its subcontractors. Also in this form, the Supplier will identify who the subcontractor(s) is/are and which services they will deliver in the project. If subcontracting is permitted, the Supplier shall provide a statement from the subcontractor declaring that it is aware of the provisions set out in the Tender Documents, that it meets the qualification requirements for the subcontracted service, and that it has its resources at the Supplier's disposal for the full duration of the contract.

In case of subcontracting, the Supplier shall remain fully liable for the performance of its obligations under the PCP contracts.

### 3.1.4. Replacement of a subcontractor

If, subsequently, the Supplier needs to change or add new subcontractors (Phases 1 through 2), these new subcontractors must provide a statement with the same content described in the above section and following the same form. Nevertheless, no change in subcontractor shall be possible if:

- It leads, according to an independent legal report, to IPR/confidentiality issues (i.e. if associated participants selected for Phase 1 decide to continue as subcontractor for another Supplier)
- It does not allow the Supplier to maintain the technical and financial capacity required



The execution of the tasks assigned to a subcontractor shall not be the subject of further subcontracting.

## 3.2. Other

Prior participation in the open market consultation is not a pre-condition for submitting a tender.

However, for phase 2, participation is limited to tenderers that successfully completed the preceding phase.

## 3.3. Exclusion criteria

The purpose of the exclusion criteria is to determine the situation of entities and individuals participating in the PCP. The situation of each entity or individual will be assessed based on responses to questions in Form B on a pass/fail basis. A Supplier, any member of consortium in a joint Tender or subcontractors will be excluded from further participation in the PCP if one or several of the exclusion criteria are satisfied.

The exclusion criteria are as follows:

| Exclusion criteria                                                                  | Required evidence                                                                                                                                                                                         |
|-------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A) Conflict of Interest                                                             | A) a declaration confirming the absence of any conflicts of interest, bankruptcy, liquidation and professional misconduct, criminal offences, sanctions and support for Russia's actions<br><br>B) Form B |
| B) Criminal Offences                                                                |                                                                                                                                                                                                           |
| C) Bankruptcy, liquidation and professional misconduct                              |                                                                                                                                                                                                           |
| D) Sanctions and support for Russia's action destabilising the situation in Ukraine |                                                                                                                                                                                                           |

Suppliers, each member of a consortia and subcontractors must confirm, by signing a declaration attached hereto as Form B, that they are not subject to any of the exclusion criteria listed in this section. Entities and individuals that do not comply with these criteria will be excluded.

### 3.3.1. Conflict of Interest

Entities and individuals that are subject to a conflict of interest may be excluded. If there is a potential or actual conflict of interest, it must be immediately notified to the lead procurer in writing.

A conflict of interest covers both personal and professional conflicts.

Personal conflicts are any situation where the impartial and objective evaluation of tenders and/or implementation of the contract is compromised for reasons relating to economic interests, political or national affinity, family, personal life (e.g. family of emotional ties) or any other shared interest.

Professional conflicts are any situation in which the Supplier's (previous or ongoing) professional activities affect the impartial and objective evaluation of tenders and/or implementation of the contract.

If an actual or potential conflict of interest arises at a later stage (i.e. during the implementation of the contract), the Supplier must contact the Lead Procurer and to take steps to rectify the situation.

### 3.3.2. Criminal offences

An entity or individual will be excluded from participation if they have been found guilty of:

- Participation in a criminal organization, as defined in Article 2 of the Council Framework Decision 2008/841/JHA of



24 October 2008 on combating organized crime;

- Corruption as defined in Article 3 of the Convention drawn up on the basis of Article K.3 (2) (c) of the Treaty on European for the Protection of the Communities' financial interests and Article 2(1) of the Council Framework Decision 2003/568/JHA of 22 July 2003 on combating corruption in the private sector, including accepting of bribes, giving of bribes, misappropriation of a bribe, intermediation in bribery, unlawful participation in property transactions, unauthorised receipt of benefits, commercial bribery, unlawful requesting, receiving, or giving of benefit, trading with influence;
- Money laundering or terrorist financing as defined in Article 1 of the Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing of the European Union;
- Terrorist offences or offences linked to terrorist activities as defined in Articles 3 to 12 of the Directive (EU) 2017/541 of the European Parliament and of the Council of 15 March 2017 on combating terrorism;
- Child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council of 5 April 2011 on preventing trafficking in human beings and protecting its victims;
- evasion of tax payments or payments equivalent thereto;
- serious misrepresentation in supplying the information required under this Section or omission to supply such information.

If the Buyers' Group becomes aware that a Supplier, a member of a consortia in a joint Tender or a subcontractor, under a judgment that has entered into legal force has been sentenced for a criminal offence listed above, such entity or individual will be excluded.

### 3.3.3. Bankruptcy, liquidation and professional misconduct

An entity or individual will be excluded from participation if they:

- Are bankrupt or being wound up, are under compulsory administration or are the subject of a composition or have indefinitely stopped its payments or are subject to a prohibition on conducting business;
- Are the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or composition or any other similar proceedings;
- Have been convicted by a judgment that has entered into legal force for an offence relating to professional practice;
- Have been guilty of grave professional misconduct and the procuring agencies can prove this;
- Have not fulfilled its obligations relating to social insurance charges or tax in its own country;
- In some material respect has failed to provide information requested or provided incorrect information required pursuant to this Request for Tenders.

### 3.3.4. Sanctions and support for Russia's actions destabilising the situation in Ukraine

An entity or individual or will be excluded from participation if they or any of their directors, officers, or beneficial owners:

- Are subject to EU restrictive measures under Article 29 of the Treaty on the European Union (TEU) and/or Article 215 of the Treaty on the Functioning of the EU (TFEU), including any natural or legal person owned, controlled or acting on behalf of or for the benefit of such sanctioned entities or individuals;

- Are subject to sanctions, restrictions or measures imposed by other international organisations or states, namely the United Nations Security Council, the United States government or any applicable local or national authority within the relevant jurisdictions, including any natural or legal person owned, controlled or acting on behalf of or for the benefit of such sanctioned entities or individuals;
- Fall under the prohibition set out in Article 5k of Council Regulation (EU) 2022/576, specifically:
  - They are a Russian national or are established in Russia;
  - They are owned or controlled for more than 50%, directly or indirectly, by a Russian national or by a legal person, entity, or body established in Russia; or
  - They are acting on behalf of or at the direction of such a person or entity.
- Fall under the prohibition set out in Article 5l of Council Regulation (EU) 2022/576, specifically, they are a legal person, entity or body established in Russia with over 50% public ownership or public control.

### 3.4. Selection criteria

The purpose of the selection criteria is to determine whether a Supplier has the capacity necessary to carry out and perform the work. Each Supplier shall - **for each of the PCP phases** - describe and confirm the requirements in Form C. Should there be any doubt as to any of these criteria, the Supplier may be requested to provide additional information.

These selection criteria will be evaluated on a pass/fail basis. "*Fail*" means that the evidence given does not provide sufficient indication of the Supplier's expertise, ability and/or equipment to meet the project's objectives. Any Supplier that cannot meet all requirements in this Section will not be selected.

#### Selection criterion:

Ability to perform R&D up to original development of first products or services. Suppliers must have capacity, tools, material and equipment to carry out research for solutions design in Phase 1 and develop and test prototype in Phase 2

#### Evidence:

CVs of key personnel highlighting relevant knowledge, competences and experiences to the challenges described in section 2.2. of this tender document.

### 3.5. Compliance criteria

The purpose of the compliance criteria is to determine whether the Tender is compliant with the principles of PCP, public financing, place of performance, research integrity, and security.

These compliance criteria will be evaluated on a pass/fail basis, according to the responses to the questions in Form D. The offers for each phase will be evaluated against these criteria.

Suppliers and their Tenders must comply with all of the following on/off award or compliance criteria (this also applies to the call-off for Phase 2):

| Compliance criteria                                                                    | Required evidence     |
|----------------------------------------------------------------------------------------|-----------------------|
| A) Compliance with the definition of R&D services                                      | See explanation below |
| B) Compatibility with other public financing                                           | See explanation below |
| C) Compliance with the requirements regarding the place of performance of the contract | See explanation below |
| D) Compliance with ethics requirements                                                 | See explanation below |
| E) Compliance with security requirements                                               | See explanation below |



Tenders that do not comply with these criteria will be excluded.

### 3.5.1. Compliance with the definition of R&D services

Tenders must be defined solely within the scope of R&D activities (see definition below). Tenders that go beyond the provision of R&D services will be excluded.

R&D is a critical research activity that aims at least to acquire new information in the relevant sector and create capabilities for later development, but that do not yet or may do not yet result in a finished product or service.

R&D covers fundamental research, industrial research, and experimental development, as per the definition given in the [EUR&D&I state aid framework](#)<sup>13</sup>. It may include exploration and design of solutions and prototyping up to the original development of a limited volume of first products or services in the form of a test series. Original development of a first product or service may include limited production or supply in order to incorporate the results of field-testing and to demonstrate that the product or service is suitable for production or supply in quantity to acceptable quality standards<sup>14</sup>.

R&D does not include quantity production or supply to establish commercial viability or to recover R&D costs. It also excludes commercial development activities such as incremental adaptations or routine or periodic changes to existing products, services, production lines, processes or other operations in progress, even if such changes may constitute improvements. The purchase of commercial volumes of products or services is not permitted.

### 3.5.2. Compatibility with other public financing

Tenders that receive public funding from other sources will be excluded if this leads to double public financing or an accumulation of different types of public financing that is not permitted by EU legislation, including EU state aid rules.

Suppliers shall - for each of the PCP phases - sign a declaration of honour stating the 'absence of other incompatible public financing'. See Form D.

### 3.5.3. Compliance with requirements relating to the place of performance of the contract

Tenders will be excluded if they do not meet the following requirements relating to the place of performance of the contract: at least 50% of the total value of activities covered by each specific contract for PCP Phase 1 and 2 must be performed in a country in the European Economic Area or in a country having concluded a Stabilization or Association Agreement in the context of European Neighbourhood Policy. The principal R&D staff working on each specific contract must be located in these countries as well.

This 50% rule applies per Supplier. If suppliers apply as a consortium, the 50% rule applies thus to the consortium as a whole, not to each individual supplier within a consortium.

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<sup>13</sup> See Point 15 of the [Commission Communication on a framework for state aid for research and development and innovation](#) (C(2014) 3282).

<sup>14</sup> See Article XV(1)(e) [WTO GPA 1994](#) and the Article XIII(1)(f) of the [revised WTO GPA 2014](#).



The key personnel are the main researchers, developers and testers responsible for leading the R&D activities covered by the contract.

The following evidence of compliance is required:

- a list of staff working on the specific contract (*including for subcontractors*), indicating clearly their role in performing the contract (*i.e. whether they are key personnel or not*) and the location (*country*) where they will carry out their tasks under the contract
- a confirmation or declaration of honour that, where certain activities forming part of the contract are subcontracted, subcontractors will be required to comply with the place of performance obligation to ensure that the minimum percentage of the total amount of activities that has to be performed in a country in the European Economic Area or in a country having concluded a Stabilization or Association Agreement in the context of the European Neighbourhood Policy is respected

### 3.5.4. Ethics and research integrity

Tenders will be excluded if they do not meet the ethics and research integrity requirements set out in Tender document 2 Framework Agreement chapter 13.

For Phase 2, the Buyers' group may ask for additional ethics requirements. Such requirements would be detailed during the Phase 2 call-offs.

Before starting a particular task that raises ethical issues, Suppliers must notify the Lead procurer and provide a copy of an ethics committee opinion required under national law if applicable, and any notification or authorisation for activities raising ethical issues required under national law if applicable. In addition, if the tender involves activities that raise ethical issues, the Supplier must submit an ethics self-assessment (see the guidance for EU grant beneficiaries [How to complete your ethics self-assessment](#)).

Call-offs for Phase 2 may request that this information be updated in the offers submitted for these phases.

### 3.5.5. Security

Tenders will be excluded if they do not comply with EU, national and international law on dual-use goods or dangerous materials and substances.

Tenders and the results of the executed work must not contain any classified information.

If the output of activities or results proposed in the tender raise security issues or use EU-classified information, the Supplier must show that these issues are being handled correctly. In such a case, Suppliers are required to ensure and to provide evidence of the adequate clearance of all relevant facilities. They must examine any issues (*such as those relating to access to classified information or export or transfer control*) with the national authorities before submitting their offer. Tenders must include a draft security classification guide (SCG), indicating the expected levels of security classification.

If necessary for the tender procedure or for performing the contract itself, Suppliers will be requested to ensure appropriate security clearance for third parties (*e.g. for personnel*).

Call-offs for Phase 2 may request that this security information be updated in the offers submitted for that phase.



Before starting the particular task that raises security issues, Suppliers must provide a copy of any export or transfer licences required under EU, national or international law.

For information on security, see the guidance for EU grant beneficiaries: [Guidelines for the handling of classified information in EU research projects](#).

Should there be any doubt as to any of these criteria, Suppliers may be requested to provide additional information.

## 3.6. Weighted award criteria

For Phase 1 evaluation, the Buyers' group is looking for tenders that suggest a feasible and realistic solution that clearly addresses the problem of their chosen lot described in section 2.2.

In the Technical Offer (via Form E), Suppliers need to make clear how they intend to achieve the stated requirements. These explanations will be appraised by an Evaluation Committee.

The Technical offer will not be evaluated on a pass/fail basis: failure to (sufficiently) describe the requirements is therefore not a reason to be excluded from this Tender but will merely lead to lower evaluation scores.

The evaluation will be assessed based on the criteria set out below. The model Appendix 2 "Scoring Model for the Award Criteria and end of Phases' Evaluation" will be used to assess and score the extent to which a Tender meets the award criteria.

Weighted award criteria for Phase 1: Solution Design

### **Functional requirement 1: The solution addresses the problem of supplier's chosen lot. (70%)**

The supplier should in their technical offer describe how their solution meets the required features and needs of the challenge (General Characteristics, Functional and Operational Requirements, Business and Governance Model, Sustainability and Communication, Implementation and Impact), highlighting the technical innovativeness of the solution that sets it apart from already available products and services.

### **Non-functional requirement 1: The solution showcases creativity or creative elements. (30%)**

The supplier should in their technical offer describe how they incorporate creativity or creative elements in their solution design.

The weighted award criteria for Phase 2 are going to be determined and shared with the suppliers after the award contract. Depending on the suggested solutions from the suppliers, in addition to criteria from Phase 1, the Buyers' group reserves the right to add criteria in the following areas:

- Scalability
- Interoperability
- Usability
- Support and maintenance
- Piloting
- Safety and technical maturity
- Legal maturity



## 3.7. Evaluation procedure: Opening of tenders and evaluation

### 3.7.1. Opening of tenders

The Lead Procurer will receive the proposals filed before the corresponding deadline in each phase of the CCC PCP Procedure, opening them in the term described in this Request for Tenders, as well as in the Specific Contract call-offs.

Tender submission takes place electronically via email. The Tenders will be opened on 05/01/2026 at 09:00 CET.

For the opening of the Tenders, the Lead Procurer has appointed **an Opening Committee** composed of representatives of different Buyers group parties, who oversee the opening of the Tenders and check their general administrative compliance with the conditions on the content and format of the Tender. Tenders not complying with the formal and procedural requirements will be excluded from the Tender evaluation.

### 3.7.2. Evaluation process

For the evaluation of the Tenders, the Lead Procurer will appoint the **Evaluation Committee** for each lot to evaluate the Tenders. The Evaluation Committee will be composed of representatives of selected Buyers' Group members. The evaluation of the Technical Offer will be done based on the weighted award criteria (section 3.6) and according to the scoring model (see Appendix 2 - Scoring Model for the Award Criteria and end of Phases' Evaluation).

If deemed necessary, an online meeting will take place, where Suppliers will be asked to clarify aspects of their Tender.

The evaluation process in Phase 1 will be conducted as follows:

|        |                                                                                                                                                                             |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Step 1 | For each lot, the Evaluation Committee will check whether the exclusion criteria apply to the tenderer (pass/fail; based on Form B)                                         |
| Step 2 | For tenderers passing Step 1, assessing whether the tenderer has the capacities necessary to perform the contract, on the basis of the selection criteria (based on Form C) |
| Step 3 | For tenderers passing Step 2, evaluating the tender based on the compliance criteria (pass/fail; based on Form D)                                                           |
| Step 4 | For tenders passing Step 3, evaluating the tender based on the weighted award criteria by the Evaluation Committee (Technical Offer, Form E).                               |

Tenders to the PCP Request for Tender, as well as the Tenders for Phase 2 call-offs, will be assessed by the Evaluation Committees.

**The evaluation process in Phase 2 will be conducted as follows:**

The tenders will be evaluated on weighted award criteria (section 3.6). Form E for Phase 2 will be published in the call-offs of that Phase.

The possible criteria for evaluating the tenders in Phase 2 are described in section 3.6 of this tender document and will be elaborated or developed in further detail until the start of the Phase 2 call-offs. The method for evaluating the tenders in Phase 2 will be the same as the method used in evaluating the original tenders.



The end of phase evaluation process will be conducted as follows:

#### Phase 1

By the end of Phase 1, the suppliers will develop a final solution design. This deliverable will consist of a report (see Appendix 4 for sample) and a presentation. The Buyers' Group will provide the final end-of-Phase templates to all selected Suppliers within 1 month after the start of Phase 1.

Solutions will be evaluated in a non-discriminatory and transparent manner. The weights for the evaluation of Phase 1 are the same as those of the Contract Awarding.

The End-of-Phase evaluation will decide upon the Satisfactory and/or Successful completion of Phase 1. A consolidated End-of-Phase Evaluation Report and a final Supplier ranking will be approved by the Evaluation committees and published on the CCC website.

All competing Suppliers of Phase 1 will receive the call-off for the next phase and are expected to provide an offer based on these call-off documents. However, the **successful** completion of the Phase 1 including the final report validation and the solution approval, is a **prerequisite** to have your tender for the next phase evaluated.

#### Phase 2

By the end of Phase 2, the suppliers will develop and test prototypes of their solutions. The results of Phase 2 will be described in an end of Phase report as well as captured in a presentation and video. The Buyers' group will provide the final end-of-Phase templates to all selected Suppliers within 1 month after the start of Phase 2.

Solutions will be evaluated in a non-discriminatory and transparent manner.

Payments corresponding to each PCP phase will be subject to the **satisfactory** completion of the deliverables and milestones for that phase. Satisfactory completion will be assessed by the Evaluation Committees. They will take the final decision on the acceptance or rejection of the milestones/deliverables/tests. Satisfactory completion in each of the phases does not mean successful completion. For more explanation on and the difference between **satisfactory** completion and **successful** completion, please see sections 5.5.2 and 5.5.3 of this document.

## 4. Content and format of tenders

### 4.1. Format

Tenders shall be received no later than the closing date: 30/12/2025 at 17:00 CET.

All Tenderers must use the CCC Tender forms, which can be accessed along with all the other Tender Documents by following the instructions in the Contract Notice on [TED](#). The Tender documents are published on and can be downloaded from the [CCC website](#).

### 4.2. Administrative section

All Tenders must be submitted as follows:

1. Tenders **have to be submitted electronically** via e-mail as such:
  - To: [kristine@ndpculture.org](mailto:kristine@ndpculture.org) and [il@danishculture.com](mailto:il@danishculture.com)
  - Subject: Submission of the Tender – [insert short Tender indicator]

2. Tenders **shall contain an administrative and technical section**, see Forms A through E;
3. The Tender, i.e. the Tender Submission Forms (Forms A through E) and all attachments, mandatory or not, shall be **signed by the Tenderer/Lead Tenderer** electronically by a qualified electronic signature within the meaning of Article 3(12), point 12, of the Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in internal market.
4. Tenderer can **select only one Lot**, either Lot 1: Circularity platform **or** Lot 2: Circular event infrastructure.
5. One Tenderer **can submit multiple Tenders**, as long as the solutions are different, but can be **selected only once**.
6. An individual or entity may be a member of only one consortium.

Each Supplier carries the sole responsibility for the accurate, timely and complete uploading of its unique and only tender. Tenders which are not compliant to the above-mentioned conditions will be regarded as irregular and will not be retained. The Supplier is by its Tender bound by a validity period of 120 calendar days, starting from the ultimate deadline for submission.

In order to be eligible, Tenderers must submit the following documents and declarations as listed in the indicated order below:

| Document                                                 | Content                                                                                                                                              |
|----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| Form A - General Tender Submission Form and Declarations | Legal information and signatures of the consortium and subcontractors                                                                                |
| Form B - Exclusion Criteria (declaration)                | Evaluate the individual situation of a Tenderer                                                                                                      |
| Form C - Selection Criteria                              | Determine whether a Tenderer has the financial, technical and professional capacity necessary to carry out and perform the work.                     |
| Form D - Compliance Criteria (declaration)               | Evaluate if the submitted Tender is compliance with the principles of PCP, public financing, place of performance, research integrity, and security. |
| Form E - Technical Offer                                 | The main tender document, the description of execution                                                                                               |

Only one Tender from a Tenderer as main contractor will be accepted. Tenderers should not submit the Tender on paper or submit more than one electronic Tender. Tenderers will be notified by email on the:

- receipt of Tender – within two business days from receipt of Tenders via email;
- results of evaluations – on the date indicated in the time schedule of the Request for Tenders.

A Tender is deemed submitted only if the receipt of the Tender has been confirmed by the Lead Procurer or designated Opening committee member via email. If the Tenderer / Lead Tenderer has not received an email confirmation, please reach out and check the status of your submission. The Lead Procurer and members of the Buyers Group shall not be



held responsible for any technical issues, transmission errors, delays, non-receipt or loss of Tender submissions resulting from the use of email. Tenderers are advised to ensure that their submissions are sent well in advance and that appropriate confirmation of receipt is obtained.

Tenders must be submitted in PDF or edoc (Latvian electronically signed document) format. Visuals can be added in attachment at JPG or PNG. Attached publications like brochures and promotional material are allowed but will not be taken into account as part of the evaluation.

If the Tender exceeds a page limit then all words and/or pages in excess of the specified limit may not be considered further. Suppliers will use a font size of 10. For the table with page limits per Annex (Tender Submission Forms), see Appendix 3 - Table of Page Limits.

The Lead Procurer may request clarification or additional evidence or amplification of details provided. In accordance with the principle of equal treatment, no alterations to Tenders are to be sought or accepted through requests for clarifications. In case the provided clarification is found not compliant with what was requested, the Tender will be excluded from further evaluation.

Where it is stated that Suppliers are to comply with the administrative instructions, those that do not comply will be excluded from further participation in the Tender procedure. The Lead Procurer's decision as to whether a Tender complies with these instructions will be final.

## 4.3. Technical section

Tenders must include a detailed Technical Offer for Phase 1 (Form E) containing:

- A technical plan that outlines the Tenderer's idea for addressing all the requirements given in the PCP challenge description (see section 2.2), relating both to functionality and performance; and the technical details of how this would be implemented.
- An overview of the potential approach to commercially exploit the results of the PCP and to bring a viable product or service onto the market.
- a reply to the question "Does this tender involve ethical issues? (YES/NO)" and if YES, an ethics self-assessment, with explanations how the ethical issues will be addressed
- a reply to the question "Does this tender involve: activities or results that may raise security issues and/or EU-classified information<sup>15</sup> as background or results? (YES/NO)" and if YES information on how these issues will be addressed

Tenders failing to meet these requirements will be excluded.

## 5. Miscellaneous

### 5.1. Language

All communication (relating to either the tender procedure or the implementation of the contract) must be carried out in English. Tenders, offers for Phase 2 call-offs and deliverables must be submitted in English. Currently, no special language requirements are foreseen for the field testing in Phase 2. Possible changes to this will be communicated in the call-off documents for Phase 2.

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<sup>15</sup> See [Decision 2015/1444/EC, Euratom](#) on the provisions on security of EU-classified information.



## 5.2. Tender constitutes binding offer

A signed tender will be considered to constitute a firm, irrevocable, unchangeable and binding offer from the tenderer. The signature of an authorized representative will be considered as the signature of the tender (and will be binding on the tenderer or, for joint tenders, the group of tenderers).

## 5.3. Questions and unauthorized information

The report from the open market consultation can be found on [CCC - Interreg Baltic Sea Region](#).

For further questions, you may contact the lead procurer Northern Dimension Partnership on Culture via email ([kristine@ndpculture.org](mailto:kristine@ndpculture.org)) in English up until 28/11/2025 at 17:00 CET. Any questions received after this deadline will not be answered. With each question the correct document reference (Tender Document 1; Form E...) and page number should be clearly stated.

Questions and answers will be presented in an anonymised Q&A document that will be published on CCC - Interreg Baltic Sea Region in English (final version planned for 12/12/2025).

## 5.4. Confidentiality

Tenderers must keep confidential any information obtained in the context of the tender procedure (including EU-classified information).

## 5.5. Contract implementation

Successful Suppliers will be requested to sign both a framework agreement and specific contracts for all phases of the PCP.

### 5.5.1. Monitoring

During each phase, progress will be checked against the planned goals (milestones, deliverables, and results). Each supplier will have a supervisor, appointed by the procurers, who will be their main contact after the contract is awarded. Suppliers and supervisors will hold regular monitoring meetings. If needed, the supervisor can be supported by a monitoring team with the right expertise. For in-person meetings, suppliers must cover their own costs and include staff and travel expenses in their budget.

### 5.5.2. Payments based on satisfactory completion of milestones and deliverables of the phase

Payments corresponding to each PCP phase will be subject to the satisfactory completion of the deliverables and milestones for that phase. Satisfactory completion will be assessed according to the following requirements:

- if the work corresponding to that milestone/deliverable has been carried out
- if a reasonable minimum quality has been delivered
- if the reports have been submitted on time

- if the monies/resources have been allocated to the planned objectives
- if the monies/resources have been allocated and the work has been carried out according to the on/off award criteria (place of performance, public funding and R&D definition criteria)
- if the work has been carried out in compliance with the provisions of the contract (including in particular verification if the Supplier has duly protected and managed IPRs generated in the respective phase).

Reasonable minimum quality' of a report means that:

- the report can be read by somebody who is familiar with the topic, but not an expert
- the report gives insight in the tasks performed in and the results
- the report is made using the end of phase report form or (if applicable) the milestone report form and the requirements of this form have been met

Reasonable minimum quality' of a demonstration (for Phase 2) means:

- the demonstration can be understood by somebody who is familiar with the topic, but not an expert (for instance, somebody with operational but not technical knowledge)
- the demonstration shows how the innovation works, how it can be used and (if applicable) how it is operated and maintained
- the demonstration is accessible to parties appointed by the procurers, unless these are direct competitors of the Supplier

Satisfactory completion in each of the phases does not mean successful completion. A PCP could, for instance, be satisfactorily completed even if it concludes that the innovation is not feasible. See also Section 5.5.3 on "Eligibility for the next phase based on successful completion of the phase".

The assessment will consider the efforts made by Suppliers to take into account the feedback from the supervisor or the monitoring team. The Lead Procurer will approve or reject the submitted deliverables as 'satisfactory' within 30 calendar days of their submission.

Where the Technical Evaluation Committee judges the completion of deliverables or milestones to be unsatisfactory, the Lead Procurer may decide to reduce or withdraw payments for that deliverable and/or may terminate the Contract.

Invoices must be submitted to each Procurer separately. The Lead Procurer will indicate to the Supplier the amounts that each Procurer is contributing to the contract and invoiced amounts shall correspond to these.

Suppliers' invoices must provide:

- a **price breakdown** showing the price for R&D services and the price for supplies of products (in order to demonstrate compliance with the definition of R&D of compliance criterion A)
- a **price breakdown** showing the location or country in which the different categories of activities were performed (*e.g. x hours of senior researchers in country L at y euro/hour, a hours of junior developers in country M at b euro/hour*) (in order to demonstrate compliance with the requirement relating to the place of performance of compliance criterion C).

Payment for the Supplier's Services for each phase will be made according to the following provisions:

Payment schedule for Phase 1 will be:

- 50% of the price shall be paid after the Lead Procurer declares the satisfactory completion of Phase 1 interim milestones and deliverables, as described in the time schedule and section 2.3.1 of the Request for Tenders. Interim milestones for Phase 1 are M.1.1, M.1.2, D.1.1 and D.1.2.

- 
- 50% of the price shall be paid after the Lead Procurer declares the satisfactory completion of Phase 1, as described in the time schedule and section 2.3.1 of the Request for Tenders.

Payment schedule for Phase 2 will be:

- 50% of the price shall be paid after the Lead Procurer declares the satisfactory completion of Phase 2 interim milestones and deliverables, as described in the time schedule and section 2.3.2 of the Request for Tenders. Interim milestones for Phase 2 are M.2.1, M.2.2, D.2.1, D.2.2 and D.2.3.
- 50% of the price shall be paid after the Lead Procurer declares the satisfactory completion of Phase 2, as described in the time schedule and section 2.3.2 of the Request for Tenders.

Payments will be made to the bank account provided by the Supplier within 30 days from the date of receipt of a correct and approved invoice.

### 5.5.3. Eligibility for Phase 2 based on successful completion of Phase 1

Eligibility for participation in the Phase 2 will be subject to *successful*/completion of the Phase 1.

Successful completion of Phase 1 will be assessed by the Evaluation Committees against the following requirements:

- if all milestones and deliverables have been successfully completed
- if the R&D results meet the minimum functionality/performance requirements of the challenge description (i.e. the minimum quality/efficiency improvements which the procurers set forward for the innovative solutions to achieve)
- if the results of the R&D are considered to be promising

'Promising' means that the feasibility, the applicability in an operational setting and the potential impact of the solution are convincing. Note that there is a difference between satisfactory completion (requirement for payment) and successful completion (prerequisite for advancing from one phase to the next).

## 5.6. Cancellation of the tender procedure

The procurers may, at any moment, cease to proceed with the tender procedure and cancel it. The procurers reserve the right not to award any contracts at the end of the tender procedure. The procurers are not liable for any expense or loss the tenderers may have incurred in preparing their offer.

## 5.7. Governing law and dispute resolution

The Framework Agreement and the Specific Contracts entered into between the Lead Procurer on behalf of the Buyers Group and the Supplier shall be governed in accordance with the laws of the Republic of Latvia.

Any dispute, controversy or claim arising out of or relating to those contracts or the breach, termination or invalidity thereof or any non-contractual obligations arising out of or in connection with this PCP, shall be settled by the courts of the Republic of Latvia.



## Appendices

### Appendix 1 – the CCC project

In the CCC project, local authorities, business support organisations and NGOs showcase in six demo cities how cultural and creative sectors and industries can trigger circular business growth and promote circular consumption among people.

The CCC project focuses on the integration of CCSI into the circular economy transition at the municipal level. It aims to develop guidelines and tools that municipalities, business support organizations and NGOs can use to implement circular economy solutions.

The creative sector can be a producer of circular solutions, for example by designing products and services that follow circular principles and can be a powerful tool to change public perceptions and habits towards circularity.

At present, the CCSI's are not sufficiently integrated into city strategic plans for circularity, which tend to focus on traditional sectors. There is also insufficient support for the development of circular business models and the engagement with creatives and citizens is limited. Weak links between city governments, creative practitioners, businesses and citizens prevent the creation of a shared vision and collaborative action.

To address these challenges, 6 cities in the Baltic Sea Region - Aarhus, Kiel, Gdynia, Riga, Tallinn and Turku - are working together to co-create and test creative industry-led solutions for circular transitions. The project establishes incubation programs for businesses within the CCSI, promotes circular lifestyles through citizen engagement, and develops a CCC Starter Kit (Creative Circular Cities I) - a toolkit for other cities to replicate successful approaches. The project also aims to integrate circular economy principles into existing city strategies through multi-stakeholder collaboration.

The project's approach is already showing promising results in the six demo cities, with each city launching tailored pilot initiatives that combine creativity, citizen engagement and circular economy principles. Early results include co-creation arenas connecting stakeholders, training programs for sustainable business models, innovative reuse strategies piloted with Gdynia's bulky waste system and Riga's circular garden. The project also produced a generic model to guide cities in implementing circular transitions, while transnational CCC Labs in Turku, Aarhus, Kiel and Tallinn fostered collaboration and knowledge exchange. Through these activities, the project aims to create scalable models and policy tools that can inspire circular transformation across Europe.

The project is implemented between November 2023 and October 2026 and is co-funded by the Interreg Baltic Sea region programme. More information: [CCC - Interreg Baltic Sea Region](#)

## Appendix 2 - Scoring Model for the Weighted award Criteria and end of Phases' Evaluation

### Overall scoring model

This Appendix contains the scoring model that will be used by the evaluators to assess and score the extent to which a Tender or End-of-Phase report is meeting the award criteria.

| Assessment            | Description                                                                                                                                                                                                             | Score |
|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| <b>Outstanding</b>    | The response exceeds the requirement providing significant added value to it, which is described very convincingly.                                                                                                     | 10    |
| <b>Excellent</b>      | The response fully meets the requirement, and the provided explanation is very convincing.                                                                                                                              | 9     |
| <b>Very good</b>      | The response addresses the requirement very well, but a small number of inconsistencies, or minor shortcomings are present.                                                                                             | 8     |
| <b>Good</b>           | The response addresses well the requirement in most respects and provides certain information which is relevant, but a small number of shortcomings are present.                                                        | 7     |
| <b>Fairly good</b>    | The response meets the requirement in certain material respects and provides certain information which is relevant, but which is lacking or inconsistent in material respects, or a number of shortcomings are present. | 6     |
| <b>Fair</b>           | The response addresses multiple aspects of the requirement, but the provided explanation is not fully convincing, and a number of shortcomings are present.                                                             | 5     |
| <b>Poor</b>           | The response broadly addresses the requirement, but there are multiple shortcomings.                                                                                                                                    | 4     |
| <b>Fairly poor</b>    | The response inadequately addresses the requirement, or it contains significant shortcomings.                                                                                                                           | 3     |
| <b>Very poor</b>      | The response significantly fails to meet the requirements, or it contains serious shortcomings.                                                                                                                         | 2     |
| <b>Extremely poor</b> | Multiple important aspects of the requirement are missing.                                                                                                                                                              | 1     |



|              |                                                                             |   |
|--------------|-----------------------------------------------------------------------------|---|
| Unacceptable | No response is provided, or none of the aspects of the requirement are met. | 0 |
|--------------|-----------------------------------------------------------------------------|---|

#### Calculation approach for Award Criteria:

As per Appendix 2, Suppliers can receive the following scores for each of the functional and non-functional criteria mentioned in section 3.7.

If in Phase 1 the score is "good" (i.e. 7) on Functional requirement 1, the Supplier receives  $7 \text{ (score)} \times 70 \text{ (max. points)} / 10 \text{ (max score)} = 49$  points. The same approach is applied to Non-functional requirement 1. Then all scores are added, leading to a total number of points. The scores per requirement are added to come to one final end score.

The criteria list for Phase 2 can be subject to change. For example, additional sub-criteria may be added for the call-off for Phase 2, as a way of making the award criteria more precise. The final list of criteria for Phase 2 will be provided with the call-off documentation. Weight scores per award criterion are also subject to confirmation in the call-off documents.

Should there be any doubt as to any of these criteria, Suppliers may be requested to provide additional information.

All the award criteria will be evaluated by examining the written Tender.





## Appendix 3 – Table of Page Limits

Follow the page limits specified below for the submission forms of your Tender, unless otherwise specified.

| Submission forms                           | Page limits of submission forms |
|--------------------------------------------|---------------------------------|
| Form A - General Tender Submission Form    | 15                              |
| Form B - Exclusion Criteria (declaration)  | 5                               |
| Form C - Selection Criteria                | 20                              |
| Form D - Compliance Criteria (declaration) | 5                               |
| Form E - Technical Offer                   | 10 (Phase 1) / 15 (Phase 2)     |

Tenderers will use a font size of 10. Use a line spacing of 1.

Tenders exceeding a page limit: words and/or pages in excess of the specified limit may not be considered further. (The cover page is **not** counted as a page for page limit purposes.) Tenders not complying with the minimal font and spacing size may be eliminated.



## Appendix 4 - Final solution design report for Phase 1 [sample]

This is a sample final solution design report for Phase 1 of the PCP, in which the supplier would describe in detail their final solution design. This report template is subject to change and a final report template will be provided to the successful suppliers. The report, together with a presentation, will be evaluated by the Evaluation Committees in the following areas:

- There is evidence that the work has been carried out completely and diligently;
- The results are good and consistent with the original Tender;
- There is a clear potential for further development;
- The report is well written with the appropriate level of detail.

Using font size 10, the maximum length in this report is 4 pages.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. Phase 1 results</b><br><br><i>1.1 Provide a short description of your Phase 1 results, highlighting the activities you carried out to arrive at your final solution design.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>2. The final solution design</b><br><br><i>2.1 Provide a short description (that is suitable for publication purposes) of your proposed final solution design, highlighting how it meets the requirements set out in section 2.2.</i><br><br><i>2.2 Describe where exactly the innovativeness and creativeness lies in the solution: In which ways and to which extent does the solution go beyond what existing solutions can achieve. In your description indicate if your innovative solution is (a) a totally new product / service / process / method; (b) an improvement to an existing product / service / process / method; (c) a new combination of existing products / services / processes / methods (d) a new use for existing products / services / processes / methods).</i> |
| <b>3. Commercialisation and scaling potential</b><br><br><i>3.1 Provide a short description (mark parts that are not suitable for publication purposes) on the scalability of the proposed solution.</i><br><br><i>3.2 Provide a short description (mark parts that are not suitable for publication purposes) on the commercialization potential of your proposed solution.</i>                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>4. Final remarks</b><br><br><i>4.1 What further support would you need if you were to proceed to Phase 2 of the PCP</i><br><br><i>4.2 Potential risks and mitigation measures associated with Phase 2 of the PCP</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>5. IPR</b><br><br><i>5.1 Description of IPR if different to the Project Abstract</i><br><br><i>5.2 Measures taken to protect IPR if different to Project Abstract</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |



In addition to the report, the supplier is expected to create a presentation (max. 12 slides) on the above-mentioned points, highlighting key aspects of the information included in the report.

Suppliers taking part in Phase 2 of the PCP will also need to complete a Phase 2 report, which will be provided in due course.



## Appendix 5 – Project abstract for Phase 1 [sample]

| Contactor Details                                                                                                                                                      | Type / size of legal entity                                                 | Place of performance of contract activities                                                                                                                                                                                                                                                                                       | Logo                        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| <u>Main contractor</u><br><br>Name legal entity<br>Address legal entity<br><br>Name contact person<br>Phone number contact person<br><br>E-mail address contact person | SME, larger company, natural person, university / research institute, other | % of contract value allocated to main contractor:<br>[complete] %<br><br>% of activities for the contract performed by the main contractor in countries in the European Economic Area or in countries having concluded a Stabilization or Association Agreement in the context of the European Neighbourhood Policy: [complete] % | Main contractor logo        |
| <u>Other consortium member(s) (if applicable)</u><br><br>Name legal entity<br>Address legal entity<br><br>Name contact person                                          | SME, larger company, natural person, university / research institute, other | % of contract value allocated to contractor [x]: [complete] %<br><br>% of activities for the contract performed by contractor [x] in countries in the European Economic Area or in countries having concluded a Stabilization or Association Agreement in the context of the European Neighbourhood Policy: [complete] %          | Other contractor(s) logo(s) |



|                                                                                                                                                             |                                                                             |                                                                                                                                                                                                                                                        |                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| Phone nr. contact person                                                                                                                                    |                                                                             |                                                                                                                                                                                                                                                        |                          |
| E-mail address contact person                                                                                                                               |                                                                             |                                                                                                                                                                                                                                                        |                          |
| <u>Subcontractors (if applicable)</u>                                                                                                                       | SME, larger company, natural person, university / research institute, other | % of contract value allocated to subcontractor [x]:<br>[complete] %                                                                                                                                                                                    | Subcontractor(s) logo(s) |
| Name legal entity                                                                                                                                           |                                                                             |                                                                                                                                                                                                                                                        |                          |
| Address legal entity                                                                                                                                        |                                                                             |                                                                                                                                                                                                                                                        |                          |
| Name contact person                                                                                                                                         |                                                                             |                                                                                                                                                                                                                                                        |                          |
| Phone nr. contact person                                                                                                                                    |                                                                             | % of activities for the contract performed by subcontractor [x] in countries in the European Economic Area or in countries having concluded a Stabilization or Association Agreement in the context of the European Neighbourhood Policy: [complete] % |                          |
| E-mail address contact person                                                                                                                               |                                                                             |                                                                                                                                                                                                                                                        |                          |
| <i>Complete as many times as there are subcontractors</i>                                                                                                   |                                                                             |                                                                                                                                                                                                                                                        |                          |
| <b>Project abstract</b> (+/- 1000 characters maximum)                                                                                                       |                                                                             |                                                                                                                                                                                                                                                        |                          |
| <div>[Add an abstract of the winning tender, giving a brief project description agreed with the contractor that is suitable for publication purposes]</div> |                                                                             |                                                                                                                                                                                                                                                        |                          |





## Previous EU funding

Is the project based on / a continuation of R&D activities that were previously funded by the EU?: YES/NO If

yes, identify this EU funding: [name EU funding programme] – [project name] – [grant number]

## Measures to project Results (IPR)

Provide a current list of the pre-existing rights (Background) relevant to the Tenderer's proposed solution, in order to allow IPR dependencies to be assessed.

Explain the measures, if any, you are still implementing internally (towards your own employees) and externally (towards business and competitors) to protect the Results during the Project.

Our company:

- just started with the identification of potential IPRs
- made a Patent search to make sure the innovation is new
- set-up Employee Internal Controls
- submitted Confidentiality policy to employees and described the policy in a company manual
- drafted non-disclosure agreements with employees
- signed non-competition agreements with employees

By means of an example - External Measures:

- Non-competition agreements with contractors, consortium members or subcontractors
- Apply for a Trademark, Copyright, or Patent



|                                                                                                                                                       |                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| Supplier Identification                                                                                                                               |                                                                                                                                     |
| Declaring companies/entity                                                                                                                            | <ul style="list-style-type: none"><li>- Lead Supplier:</li><li>- Other supplier(s):</li><li>- Subcontractor(s):</li><li>-</li></ul> |
| Contact person of the declaring companies/entity                                                                                                      | Name:<br><br>E-mail address:                                                                                                        |
| List of items included in this Background declaration                                                                                                 | <ol style="list-style-type: none"><li>1. Item #1</li><li>2. Item #2</li><li>3. Item #3</li></ol> <p>...</p>                         |
| In case there would be no Background Intellectual Property to be declared                                                                             | I declare that I have no background intellectual property to declare for this PCP Phase 1 contract                                  |
| Signature of the present Background declaration by the Lead Supplier<br><br><b>Signature:</b><br><br><br><b>Name and position of the Undersigned:</b> |                                                                                                                                     |





|                                  |  |
|----------------------------------|--|
| Date and place of the signature: |  |
|----------------------------------|--|

