

Request for Proposal

ACCOUNTANCY AND FINANCIAL SERVICES 2024

EIT Digital IVZW

Index

1.	Introduction.....	1
1.1.	Overview of EIT Digital.....	1
1.2.	Purpose of RFP.....	2
2.	Definitions.....	3
3.	General information.....	5
3.1.	Procurement Procedure.....	5
3.2.	Digital Tendering.....	5
3.3.	Communication during Procedure.....	5
3.4.	Timeframe (indicative).....	6
3.5.	Evaluation Committee.....	6
4.	The Assignment.....	7
4.1.	Nature of the Assignment.....	7
4.2.	Purpose of the Procedure.....	7
4.3.	Organisation Overview.....	7
4.4.	Current Service Status.....	8
4.5.	Assignment Requirements.....	8
4.6.	Current Activity Volume.....	12
4.7.	Documents applicable to the procedure and Assignment.....	12
4.8.	Documents Applicable to Procedure and Assignment.....	13
5.	Procedural Aspects and Regulations.....	14
5.1.	Tenderers and Collaborations.....	14
5.2.	Provisions with Regards to Cancellation of the Procedure.....	14
5.3.	Communication, ownership and confidentiality.....	15
5.4.	Process for Questions and Answers.....	15
5.5.	Submission of Tenders.....	16
5.6.	Clarification of Tenders.....	17
5.7.	Validity of the proposals.....	17
5.8.	Award Notification.....	17
5.9.	Verification of Tenderer and its Tender.....	17
5.10.	Appeals/complaints.....	18
5.11.	Signature of the Agreement(s).....	18
6.	Evaluation of Tenderers.....	19
6.1.	Introduction.....	19
6.2.	First step – Formal requirements.....	19

6.3.	Second step – Exclusion grounds.....	19
6.4.	Third step – Qualitative requirements.....	20
7.	Evaluation of Tenders.....	21
7.1.	BVFM Criteria.....	21
7.2.	Scoring on qualitative criteria.....	22
7.3.	Assessment method	24
8.	Appendices.....	25



1. Introduction

1.1. Overview of EIT Digital

A competitive digital Europe that is inclusive, fair and sustainable

We embody the future of innovation by mobilizing a pan-European multi-stakeholder open-innovation ecosystem of top European corporations, SMEs, startups, universities and research institutes, where students, researchers, engineers, business developers and investors address the technology, talent, skills, business and capital needs of digital entrepreneurship.

We build the next generation of digital ventures, digital products and services, and breed digital entrepreneurial talent, helping business and entrepreneurs to be at the frontier of digital innovation by providing them with technology, talent, and growth support.

EIT Digital answers specific innovation needs by, for example, finding the right partners to bring technology to the market, supporting the scale-up of digital technology ventures, attracting talent and developing their digital knowledge and skills.

Investing in areas strategic for Europe

EIT Digital invests in strategic areas to accelerate the market uptake and scaling of research-based digital technologies (deep tech) focusing on Europe's key societal challenges: **Digital Tech, Digital Cities, Digital Industry, Digital Wellbeing, and Digital Finance.**

A decade of growth

Launched in 2010, EIT Digital set out on a journey of growth. Growth of our community, growth of delivery on innovation, entrepreneurship and talent, and growth of its impact through thought leadership.

Since its launch, EIT Digital has equipped more than 3,500 students with the skills to innovate and become entrepreneurs; EIT Digital has supported more than 780 start-ups and scale-ups to grow internationally, created more than 250 ventures and launched more than 540 products and services commercially.

EIT Digital matured against the background of a fast-accelerating digital world and a growing focus on entrepreneurship in Europe. Complementing the strong European research base, this entrepreneurial mindset will strengthen Europe's position in a digital world driven by data, platforms, and the network economy. Creating a Strong Digital Europe will safeguard European values by being inclusive, fair, and sustainable.

1.2. Purpose of RFP

This RFP and accompanying Appendices (see Section 8) are describing the procurement procedure, as well as the criteria according to which the Tenderers and their Tenders shall be evaluated to identify the Supplier that will provide the best value for money and be the trusted partner for EIT Digital regarding accounting and financial services for the coming years.

EIT Digital initiated this procurement procedure to conclude an Agreement with one Contractor for the provision of **Accountancy and Financial Services** (the **Assignment**). More information on the Assignment is included in Section 4. The execution of the Assignment starts January 1st January 2024 (exclusive implementation period to be mutually agreed) and has a duration of one calendar year including all reporting over that year in the year thereafter. Client has the unilateral possibility to extend the Agreement four (4) times with one (1) year each time at the latest one month before expiry of the term.

Client intends to enter into the Agreement for the full initial contract duration and its renewals (in total for 5 years), it being understood that Client only undertakes legally binding commitments for the initial contract term of 1 year, due to the reporting cycle of its business plan according to the EIT Horizon Europe PA and MGA.

Whenever EIT Digital mentions a specific brand or quality standard in this RFP, then it should be read “or similarly”.



2. Definitions

Agreement – The agreement on which the assignment is executed in accordance to the RFP.

Appendices – Documents that are linked to the RFP.

Assignment – The requested services and/or products that the winning Tenderers are able to deliver in accordance to the RFP and the Agreement. The Assignment is explicitly described in Section 4.

Award Notification (Winner) – The digital transmitted decision with which the winners are notified about Tender award in which they will be requested to provide the supporting documents regarding implementation.

Award Notification (Others) – The digital transmitted decision with which the other Tenderers are notified on the outcome, a brief explanation to the decision and their possibility to ask questions and/or file a complaint.

BVFM – (Best Value for Money) The Tender which provides the most advantageous combination of costs, quality and/or sustainability

Collaboration – A combination of legal entities in the capacity of Tenderer who are individually jointly and severally liable for the Tender and performance of the Assignment.

Conflict of Interest – Refers to a situation where the impartiality and objectivity of a decision, opinion or recommendation might be perceived as being compromised by a personal interest held or entrusted to a given individual.

Contractors – The two winning Tenderers with the Tenders that provide the BVFM.

Exclusion ground – A circumstance of the Tenderer or Tender which will lead to exclusion to the Assignment.

FPA (Framework Partnership Agreement) - The agreement between EIT Digital and the European Institute of Innovation and Technology. The FPA lays down the conditions under which EIT Digital and the European Institute of Innovation and Technology work together, a.o. with respect to organizing the KIC Activities and receiving the funding from the European Institute of Innovation and Technology.

KPI – (Key Performance Indicators) Variables to analyse the performance of the company, their product and/or their services.

Legal representative – The natural person who, according to the extract of the Chamber of Commerce (in the member state of the Tenderer), is entitled to legally bind the Tenderer.

MGA – Model Grant Agreement under the terms of Horizon Europe.

Nodes – Co-location centres of EIT Digital located in Berlin, Eindhoven, Helsinki, London, Paris, Stockholm, Trento, Budapest, Madrid and Silicon Valley (USA).

Note of information – Combined answers of EIT Digital on questions of the Tenderers concerning the Tender documents during the procurement procedure.

PA – Partnership agreement under the terms of Horizon Europe.

RFP (Request for Proposal) – Underlying document with which the Tenderers are asked to submit their quotes provided that they are fulfilling the minimum requirements.

Service(s) and/or Products – Requested services and/or products as defined in this RFP.

Tender – The complete offer of a Tenderer including all documents with which EIT Digital can determine if the Tenderer meets the minimum requirements and to what extent the offer qualifies as BVFM.

Tender documents – All documents that are provided by EIT Digital.

Tenderer - A legal entity (or combination of legal entities) that is willing to submit a Tender in accordance to the Assignment and corresponding requirements as formulated in this RFP.

Third parties – All parties except: EIT Digital, the Tenderers and all their legally related parties.

Qualitative selection criteria – Qualitative criteria are intended to provide EIT Digital with certainty about the quality of the Tenderer to execute the Assignment as desired and within the timeframe.

TED – Tenders Electronic Daily – The online version of the supplement to the Official Journal of the EU, Dedicated to European public procurement. A Tender above European threshold is to be publicised on www.ted.europa.eu.

Working day – A calendar day, not the Saturday or Sunday, not an internationally respected holiday and/or the equivalent of such a day as respected by EIT Digital.

3. General information

3.1. Procurement Procedure

EIT Digital has voluntarily decided, in accordance to the EU “Financial Regulation” (EU no 966/2012), to set up a strong management and control procurement system. In addition to the principles as contained in the Financial Regulation, EIT Digital has looked for guidance in the European procurement directives 2014/24/EU and 2007/66/EG. These Directives includes provisions and principles like transparency, equal treatment, non-discrimination, proportionality and lack of conflict of interest which are equally respected throughout EIT Digital and this procurement procedure in particular.

This RFP is therefore a result of the choices EIT Digital made in its Procurement Manual. In accordance with the EIT Digital Procurement Policy, and the European procurement Directive, the estimated contract value (the estimated value of the contract including all extension options exceeds the policy threshold of EUR 214.000) therefore a “Public Tender” procedure is applicable. We have announced this Assignment on the EIT Digital website and published on the Tenders Electronic Daily (TED) of the European Union.

3.2. Digital Tendering

This procedure will be digitally executed using e-mail. This means, among other things, that:

- All RFP Documents are digitally and free of charge available on TED <https://ted.europa.eu/TED/main/HomePage.do> as well on the EIT Digital website <https://www.eitdigital.eu/our-messages/calls-tenders/>
- Questions regarding the RFP and/or the procedure must be request via e-mail using the format of Appendix 9;
- Tenders must be digitally submitted in accordance to the plans and regulations contained in this RFP;
- Any further correspondence will take place by e-mail;

3.3. Communication during Procedure

During this selection procedure it is prohibited to communicate with any other employee or otherwise to EIT Digital related person than:

EIT Digital: for the attention of Mr. David Byrne per **E-mail:** tenders@eitdigital.eu.

In case of absence of Mr. David Byrne, he will be supported by his observer Ms. Carolina Fernandez on the same email address.

3.4. Timeframe (indicative)

The timeframe of this selection procedure is:

Publication Date	3 October 2023
End date question Period	14 October 2023
Note of information date	21 October 2023
Offer Submission date	17 November 2023
Interview invitation	24 November 2023
Interviews	27 to 30 November 2023
Award Notification Date	8 December 2023
End Date Standstill period	18 December 2023
Agreement signing date	29 December 2023
Starting date	1 January 2024 (Implementation Phase)

3.5. Evaluation Committee

The tender process shall be monitored by the following team:

Procurement Manager:	David Byrne
Legal and Compliance Manager:	Carolina Fernandez
Chief Financial Officer:	Jesus Contreras

The Evaluation Committee consists of several staff members of Client and its legal entities. This committee shall consist of management staff and colleagues that (after award of this Assignment) will actively work with the offered solution and/or will be a direct contact for Contractor during execution.



4. The Assignment

4.1. Nature of the Assignment

Client wishes to enter into an Agreement with one Contractor for the provision of Accountancy and Financial Services for at least one calendar year including all reporting over that year in the year thereafter with the unilateral possibility to extend this term for four (4) times of one (1) year duration. Where Client mentions a specific brand or quality standard in this RFP, then it should be read as “or similarly”. The Assignment will be concluded at the latest on December 31st, 2028.

4.2. Purpose of the Procedure

EIT Digital is a publicly funded organisation, which drives the digital transformation in Europe. EIT Digital exists to create better live standards for the people through digital innovation. On a corporate and educational level, we are in transition to become the driving force in this area of expertise while connecting and supporting both professional organizations (public and private) and young professionals.

We would like Contractors to **understand this and to co-operate as a strategic partner** with EIT Digital. Our co-operation during the Assignment should lead to a mutual win-win situation. The supplier we would like to contract, should be able to adjust to new challenges and possibilities while helping us to unfold our ambition for the EIT Digital brand.

With this procedure we would also like to find a Contractor that understands the international focus and activities of EIT Digital. We expect Contractor to communicate **in English fluently** during delivery of all financial and accounting services.

4.3. Organisation Overview

The Holding organization is EIT Digital IVZW, an international non-profit association (IVZW) with headquarters registered in Brussels, Belgium. This Association has 286+ member organizations (both private and public organizations), that participate in the EIT Digital Knowledge and Innovation Community (KIC) together with their affiliated entities or entities with a legal link. An overview of the quantity of member organisations per territory is outlined below:

EIT DIGITAL MEMBER ORGANISATIONS OVERVIEW					
AUSTRIA	3	HUNGARY	15	ROMANIA	5
BELGIUM	8	IRELAND	15	SERBIA	2
BULGARIA	1	ITALY	49	SLOVAKIA	2
CROATIA	4	LATVIA	3	SLOVENIA	3
CYPRUS	2	LITHUANIA	4	SPAIN	27
CZECH REPUBLIC	2	LUXEMBOURG	1	SWEDEN	15
ESTONIA	3	MALTA	3	SWITZERLAND	1
FINLAND	17	NETHERLANDS	27	TURKEY	2
FRANCE	22	NORWAY	1	UNITED KINGDOM	20
GERMANY	10	POLAND	6		
GREECE	7	PORTUGAL	6	TOTAL	286

1. EIT Digital has established 14 legal entities (“subsidiaries”) and 1 branch in various territories as follows: EIT Digital IVZW, EIT Digital Accelerator, EIT Digital Education Foundation, EIT Digital Alumni, EIT Digital Finland, EIT Digital France, EIT Digital Germany, EIT Digital Hungary, EIT Digital Italy, EIT Digital Netherlands, EIT Digital United Kingdom, EIT Digital Spain, EIT Digital Sweden, and EIT Digital Silicon Valley) and a branch in Greece that are linked to EIT Digital IVZW (to link with the country eco-systems).
2. In Belgium, an EIT Digital Education foundation is established to manage the scholarships, tuition fees and financial transactions for the Summer Schools, Master Schools and Professional School activities.
3. In Belgium, an EIT Digital Accelerator IVZW (association) is established to manage all financial transactions related to services provided for the EIT Digital Accelerator.
4. In Belgium, the EIT Digital IVZW and EIT Digital Accelerator legal entities have separate tax rulings established with the Belgian authorities regarding their activities.
5. In the US, the EIT Digital Silicon Valley Foundation is established to manage the Silicon Valley node and the links with the US eco-system.
6. EIT Digital is currently undergoing a complexity reduction activity to reduce the amount of legal entities from 14 to 9 (EIT Digital IVZW, EIT Digital Accelerator, EIT Digital Education Foundation, EIT Digital United Kingdom, EIT Digital Spain, EIT Digital Hungary, EIT Digital Silicon Valley, EIT Digital Finland, and EIT Digital Alumni). The future intention would be to avoid setup of new legal entities and utilise branches or permanent establishments where legally permitted.

4.4. Current Service Status

EIT Digital has been established in 2010 and has since its inception subcontracted all accounting and financial administration services to local suppliers. In 2018, a public procurement procedure was initiated to consolidate all financial services through a single supplier to improve and standardise service delivery and ensure best value for money (BVM). This agreement is scheduled to conclude with the current supplier on 31st December 2023. Due to the size of this outsourced contract it is necessary to re-evaluate potential suppliers of this service and ensure best value for efficient service delivery.

4.5. Assignment Requirements

EIT Digital wishes to enter into an Agreement with one supplier that will succeed in fulfilling the following assignment requirements:

Strategic Activities:

- Manages its accounting activities (under which but not limited to) bookkeeping and monthly financial reporting for the various legal entities and establishments (See Section **Fout! Verwijzingsbron niet gevonden.**, para 1), and does that in accordance to local and European legislation and works in accordance with the Generally Accepted Accounting Principles (GAAP) and (as a processor of privacy sensitive information) in accordance with the European General Data Protection Regulation (GDPR) required for each country. Client also has a legal entity in the United States of America for which the same services need to be provided except where Client has entered into an agreement with a local provider for specific Statutory and Fiscal filings;

- Provides all services (including in countries where legal entities, permanent establishments or branches are based) required by the local authorities (statutory and fiscal). These include the maintenance of all tax rulings, the preparation and submission of all VAT and Corporate Income Tax filings as well as the required follow up, preparation, submission/filing and follow up of the Statutory Financial Statements. These services should be performed on time and in accordance with all legal and non-legal obligations in the applicable countries;
- Provides all services required for the EIT Horizon Europe and other grant / funding agreement based Cost Reporting. This includes but is not limited to monthly analytical views on the costs based on projects and on Horizon Europe cost categories. Also the annual Horizon Europe Cost report needs to be prepared and submitted and EIT, EU, national and project auditors need to be supported to verify the eligibility of the costs;
- Fulfills its role with regard to Financial Administration enabling to facilitate Client proactively.
- Tenderer should note that EIT Digital is evolving into a multi-source funded organisation as dictated per the sustainability strategy due to reduction in funding from the European Institute of Technology (EIT). Tenderer should outline how they would deploy a solution to enable cost-effective accounting services to support this evolving funding scenario.

The Tenderer shall advise and provide all (minimal) required accounting services to achieve best results on the scope of the Assignment. By doing so, Tenderer will secure that Client is fulfilling its financial obligations and all other legal responsibilities, which will be proven by future results of the audits

Operational Activities:

At a top level, the following services are required for each Legal Entity (14 in total at present time although this is expected to reduce to 9 entities by end of 2023, or shortly thereafter):

- Central accounting system for all legal entities / branches including scanning services for the invoices;
- Creation of the internal procedures to manage the workflow of the various data streams;
- Daily Bookkeeping (including analytical views amongst others for project accounting and Horizon Europe reporting categories);
- Maintenance of the supplier accounts (including the purchase order and invoice approval workflows);
 - Maintenance of the client accounts (including invoicing);
 - Weekly preparation of all payments via SEPA batches from the central accounting system;
 - Monthly Financial Reporting;

All employee related payroll bookkeeping based on information provided by the local payroll organizations. The local payroll operations are not part of this tender although Client may seek local support from Supplier as ad-hoc operational activity should they provide this service directly or via their sub-contractors.

- Monthly/Quarterly VAT declarations: preparation, submission via local affiliates of the provider and follow-up;

- Annual Corporate Tax declarations: preparation, submission via local affiliates of the provider and follow-up;
- Annual Report and submission of the Statutory Financial Statements via local affiliates of the provider;
- EIT Cost Report for each of the legal entities based on Horizon Europe and other grant / funding agreement rules for cost eligibility;
- Overall quality control of the operation in accordance with ISO 9001;

Interfacing with the Organization

- Order processing and invoice handling – handling of emails and phone calls from the organization, clients and suppliers;
- Employee expense handling (Client currently uses the Rydoo platform for expense management although this should not be considered exclusive) and verification of all receipts;
- Payroll accounting (different per country);
- Employer and Social benefits administration;
- Invoice generation and credit collection;
- Interface with Client banks for all banking transactions;

General Administration:

- Help desk services;
- Support Operations;
 - Activity changes;
 - Budget changes;
- Support cost statements;
- Database management;
 - Import Partners in system, check validity;
 - Import Members, check validity;
 - Supplier database maintenance: ensure consistency;
- Maintain rules and process documentation.

Supplier Account Activities:

- Suppliers;
 - Manage the Supplier data per legal entity;
- Orders;
 - Creation of the order based on an input document (pdf) supplied via email;
 - Manage the workflow and exceptions in EasyForm, the Microsoft SharePoint based purchasing platform;
 - Inform the business requestor via email that the order is placed;
- Invoices;

- Scan the incoming invoices into EasyForm that supports OCR capabilities for invoice handling and create the meta-data;
- Link invoices to the applicable order, and if no order exist manage the exception;
- Send invoices in a workflow for approval by the Business requestor and the Cost Centre manager;
- Once approved prepare a SEPA batch for payment via Client banks;
- Handle exceptions (eg credit notes, missing or wrong VAT information) and follow-up questions, manage corrections (bounced payment, etc.).

Note: EIT Digital uses EasyForm and an accounting application provided by current supplier but is receptive to proposals involving alternate platforms that can achieve equitable or improved performance efficiency.

Ad-Hoc Activities

- Hosting and supporting the company auditor, EIT auditor and European Court of Auditors and OLAF requests and visits. Interfacing with the local payroll providers to obtain the required accounting information;
- Ad-hoc activities to support project administration and financial services in new operational territories;
- Ad-hoc financial activities;

Note: Due to the unpredictable nature of these activities, Tenderer may provide hourly rates for specific expertise that could be applied for such services via addendum / change request or similar mechanisms.

Team Structure

- Balanced structure: A combination of senior and 'frontline' workers to get the volume of jobs done;
- Excellent cultural fit: Understand the EIT Digital company structure and mission;
- Project Management processes: Project management process and structure to manage complexity and fast turnaround tasks;
- Flexibility and agility: Experience in working collaboratively as an extension and partner of the EIT Digital team and have hands-on mentality.

4.6. Current Activity Volume

For the purpose of furnishing a competitive bid, the following service volumes were delivered to Client by the current Contractor in 2022:

Employee Expense Management: 300 Employee Expenses annually

Purchase Invoices: 3000

Sales invoices:

- Education Foundation: 3300 (sales invoices students + credit notes for correction)
- Other entities: 500 (mainly partnership fees under EIT Digital IVZW)

The project administration serviced by the current Contractor includes a team consisting of 7 team members of differing expertise on necessary supportive activities including hosting and supporting project audits. Note that each team member is not necessarily full time for EIT Digital.

All described services were at a stable level throughout the years. EIT Digital had to account for an annual budget of **EUR 8M** on the IVZW legal entity in 2022, and for the entire EIT Digital group and its associated legal entities **EUR 17M** – this includes the IVZW legal entity. EIT Digital also administers a budget of financial support of **EUR 14.5M** to its various partners. While it is expected that the amount of accounting and project administration services will remain comparable with the 2022 baseline, changes in funding and award of new subsidies and projects may result in variations accordingly. Supplier is expected to furnish an offer according to the baseline, with transparent cost flexibility to scale to operational needs accordingly.

4.7. Documents applicable to the procedure and Assignment

Client requires that the Assignment is set up and largely supported from Belgium, since the head office is stationed in Brussels.

There is no objection for cloud solutions/placement of information in the cloud if:

1. The servers are placed in Europe and are subject to European Law and;
2. The solution will comply with the General Data Protection Regulation 2016/679/EC that applies from 25th of May 2018;

Although the Tenderer is invited to define which services/solutions are necessary, there are a few requirements from EIT Digital that will help to complete the activities Client and Contractor have to undertake during the Assignment. Unless Tenderer can demonstrate why their differentiating solution will be easier to work with, the solution of Tenderers will be rated more positively when:

1. Tenderer offers one and the same point of contact (mandatory located in Belgium) for Client and each of its legal entities.

2. Tenderer offers one integrated solution, that is flexible enough to connect with EasyForm or similar systems based on bi-directional XML EDI specification and provides Client the possibility to analyse information in Excel for the entire organisation.
3. The solution provides certainty on undisturbed continuation of the core business of Client as well during implementation as during execution.
4. Tenderer shows to be able in minimizing the investment from Client on time and money during implementation and execution (less labour-intensive).
5. Tenderer is able to control its own entities and/or subcontractors at all times. It is expected that all entities will use the same IT system based on localised templates for GAAP and local requirements such as electronic tax (VAT, CIT) filings.

4.8. Documents Applicable to Procedure and Assignment

The applicable documents to this selection procedure and the final Assignment are in order of importance:

1. The Agreement;
2. Note of information (mentioned in Section 3.4);
3. RFP / The list of Assignment requirements;
4. Tender of Contractor;



5. Procedural Aspects and Regulations

5.1. Tenderers and Collaborations

All Tenderers who are capable to meet the minimum requirements formulated in this RFP (independently, in a collaboration and/or by calling on Third parties) are invited to participate. Only the Tenderers who meet the minimum requirements to enrol (independently, in a collaboration and/or by calling on Third parties) can become our Contractor.

The Contractor will be the Tenderer to whom the Agreement is awarded based on the BVFM criterion. A Tenderer may include one or more legal entities under the terms of this RFP.

In case of a Collaboration of any kind and/or calling on qualities of Third parties, **the nature of the Collaboration and/or calling on qualities of Third parties, responsibilities and specific qualities of each party must be explained in the Tender letter.** In addition, each of the parties (both collaborators/subcontractors and Third parties on which is called on) **must individually sign and submit the declaration of honour and apply an extract from the Trade Register** of the State in which the concerned party is seated.

If a Tenderer calls upon resources and/or experiences of Third parties, he must (**within 7 days upon request**) submit a legally signed declaration of the Third party in which the Third party declares to apply the necessary resources whenever the Tenderer requests.

A Tenderer may not function as a Third party/subcontractor to which another Tenderer applies. A Third party may act as a subcontractor for several Tenderers at the same time in respect to this RFP and following Agreement. During the term of the Agreement, the Collaboration may change its composition only upon written consent of EIT Digital.

5.2. Provisions with Regards to Cancellation of the Procedure

For the sake of completeness EIT Digital wants to emphasize that it does not qualify as a “contracting authority” as mentioned in the European Directive regarding Public procurement. EIT Digital is not obligated to award the Assignment. EIT Digital is at all times permitted to end this procurement procedure and to initiate a new selection process however and whenever it desires. In addition, EIT Digital reserves the right to suspend or cancel the Agreement, where the procurement procedure proves to have been subject to substantial errors, irregularities or fraud. If substantial errors, irregularities or fraud are discovered after the award of the Agreement, EIT Digital may refrain from concluding the Agreement. In the event of cancellation of the proposal procedure, EIT Digital will notify Tenderers of the cancellation.

Each Contractor shall take all measures to prevent any situation where the impartial and objective implementation of the Agreement is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest (‘conflict of interests’). Tenderer should inform EIT Digital immediately if there is any change in the above circumstances at any stage during the implementation of the tasks.

EIT Digital will not compensate any costs incurred by Tenderers relating to this procurement procedure. EIT Digital has every intention of completing this RFP successfully. However, if situations arise that result in the decision to terminate the procurement procedure in whole or in part, temporarily or completely, and/or not to award the Assignment before or after receiving Tenders, Tenderers are not entitled to compensation of any kind whatsoever.

In no event shall EIT Digital be liable for any damages or whatsoever including, without limitation, damages for loss of profits, in any way connected with this proposal procedure, even if EIT Digital has been advised of the possibility of damages.

5.3. Communication, ownership and confidentiality

Tenderers may use the information that EIT Digital provides regarding this RFP only for the purpose for which it was provided: (possible) participation in the RFP.

Tenderers are obligated to treat the information EIT Digital provides with regard to this RFP in a confidential matter. Tenderers will also impose this obligation upon Third parties with whom the Tenderer wishes to fulfil the requirements and/or the Assignment. This confidentiality will remain in effect during four years after the procurement procedure has ended.

EIT Digital retains ownership of all Tenders received under this procurement procedure. Tenders will not be returned nor deleted at the end of the procurement procedure. Proprietary information identified as such, which is submitted by Tenderers with regards to this procurement, will be kept confidential.

EIT Digital has the right - without notification - to share the Tenders of all Tenderers and the Agreement to internal audit services from EIT, to the European Court of Auditors, to the Financial Irregularities Panel and/or to the European Anti-Fraud Office. This right remains in effect during the implementation of the Agreement and for four years after the completion of the Assignment. EIT Digital is permitted to do so for the purposes of safeguarding the EU's financial interests.

Publicity or advertising relating to, following, or by reference to this Assignment by or on behalf of the Contractor, on or after the procurement procedure is only permitted upon prior written consent of EIT Digital.

Tenderers are not allowed to approach representatives of EIT Digital or to her related parties about this procurement procedure other than the single contact point mentioned in Section 3.3. By doing so the Tenderer will risk being excluded from further participation in this procurement procedure.

Oral notices, commitments or agreements have no legal power. All relevant information will be digitally provided in the documents outlined in Section 8.

All data exchange, work and correspondence during the procurement procedure and the performance of the Assignment will be in English, unless expressly stated otherwise.

5.4. Process for Questions and Answers

EIT Digital invites Tenderers to ask questions, including questions regarding text proposals, comments on the draft Agreement etcetera. However, the following requirements must be observed:

In case of obvious or perceived errors or omissions, including contradictions in the RFP and/or Appendices, Tenderers are obligated to notify EIT Digital by the latest at the closing date for questioning as set out in the timeframe (Section 3.4). The moment of receipt of the questions is the measure. EIT Digital will not provide answers on questions received after the deadline. EIT Digital will anonymise and publish these questions to all participants up to and including the end date of the questioning period. There will not be a second questioning period. Therefore Tenderers are strongly advised to ask their questions as soon as possible in order to be able to formulate additional, in-depth questions upon receipt of the first answer(s).

In order to enable proper processing by EIT Digital each question must be formulated separate, with a clear reference to the part of the Tender document to which the question relates and without mentioning any company data.

If a Tenderer fails to warn EIT Digital in advance of any apparent or perceived error or omission, it processes its rights in that regard. The possible consequences are for the account and risk of the Tenderer. It can no longer complain at any later stage during the procurement procedure and/or during the execution of the Assignment.

The Tenderers will receive the answers to the questions in one Note of Information which will be provided to all Tenderers simultaneously. There will not be an individual answer to questions in order to be transparent.

5.5. Submission of Tenders

Tenders must be submitted by e-mail in **English** to the following address before: **November 17th, 2023 18:00h CET** to EIT Digital: for the attention of Mr. David Byrne per **E-mail: tenders@eitdigital.eu**.

The proposal shall contain the following documents:

1. Legally signed Tender Letter (own format);
2. Company information (use Appendix 1);
3. Information on subcontractors (use Appendix 2)
4. Extract from the Trade Register of the member State in which Tenderer is seated;
5. Declaration of Honor (use Appendix 3);
6. References (use Appendix 4);
7. Price list (use Appendix 5);
8. Qualitative Offer (use own format and include details such as service delivery, implementation plan, governance etc please be aware of the prescriptions in Section 7.1);
9. Profile Key staff members (use Appendix 6).

Tenders must be submitted in PDF. **Responses should be concise and clear.** The Tender will be incorporated into any Agreement that results from this procedure. Tenderers are, therefore, cautioned not to make claims or statements that they are not prepared to commit to contractually.

The Tenderer represents that the individual submitting the Legal entities proposal (Legal representative), is duly authorized to bind its entity to the Tender as submitted. The Tenderer also affirms that it has read the RFP and has the experience, skills and resources to perform, according to conditions set forth in this RFP and the Tender. The Tenderer must be represented by its Legal representative who has to sign the legally signed Tender letter that should be added as part of the Tender.

To the Agreement (the draft agreement is added as Appendix 7), except as otherwise provided for in this RFP, only the terms and conditions of EIT Digital apply (Appendix 8). The terms and conditions of Tenderers are expressly rejected. By submitting the Tender, Tenderer fully and unconditionally agrees with the requirements and terms set out in the RFP and Appendices. Submitting the Tender differently than prescribed in this section will not be accepted.

The Tender needs to be submitted before the closing date and time specified in the Timeframe. The responses are not to be opened before the deadline ends. Receipt of a Tender after the deadline ended

is, irrespective of the cause, at the expense and risk of the Tenderer. Tenders received after the deadline will be excluded from the evaluation. The received documents regarding an excluded Tender, will be deleted without opening.

EIT Digital reserves the right to check all submitted data without further permission of the Tenderer and if necessary, by accessing the specified reference persons.

5.6. Clarification of Tenders

Any Tender that doesn't follow the instructions of this RFP will be rejected by EIT Digital. After submission of the Tenders, EIT Digital checks whether the Tender satisfies all the formal requirements set out in the Tender documents. Where information or documentation submitted by the Tenderers are or appears to be incomplete and/or erroneous and/or otherwise unclear and/or prices seem to be at an abnormal low subscription, EIT Digital is allowed to ask for a simple clarification. It's however, not allowed to make substantive changes in the offer (like a different price or description of services).

On first request the Tenderer concerned has to submit, supplement, clarify or complete the relevant information or documentation within 2 working days after receiving the request. Whenever the Tenderer fails to give the requested supplement, clarification or relevant information or these are unsatisfying and/or leading towards a different Tender, EIT Digital will exclude the Tenderer for this selection procedure. The responsible Tenderer will receive a confirmation of his exclusion for the procedure at hand. EIT Digital has the right to award the second Framework agreement to the Tenderer that came third in that case.

5.7. Validity of the proposals

Tenderers are bound by their Tender for 90 days after the deadline for submitting the Tender.

5.8. Award Notification

The successful and unsuccessful Tenderers will be informed as soon as possible by the Award Notification (via email). EIT Digital will provide a brief explanation on the score and ranking of each individual Tender in comparison with the winning Tenderers. EIT Digital will not provide complete Tenders of other Tenderers. In addition, information that could harm public interests and/or the commercial interest of one of the Tenderers and/or that could harm fair competition will not be shared.

5.9. Verification of Tenderer and its Tender

EIT Digital will verify whether the winning Tenderers meet all requirements. As a first step to this, EIT Digital will request the winning Tenderers to prove their compliance with the qualitative requirements formulated in Section 6.4, **within 7 days after the request of EIT Digital to do so**. Tenderers can prove their compliance by sending the requested documents of proof digitally to EIT Digital. During this phase EIT Digital can also contact the companies to which Tenderer has referred with regard to the reference projects (mentioned as well in Section 6.4). If Tenderer can't prove - on time and/or adequately - that it meets the requirements, Tenderer will be excluded from further participation in this Tender.

The second step regarding verification consists an optional verification meeting for which the selected Tenderers can be invited by EIT Digital. EIT Digital will use this meeting to establish which requirements or wishes still require clarification during. If it appears, during the verification meeting, that the selected Tenderers do not comply with the requirements and / or cannot meet the answers given to the award

criteria, the Tender is declared invalid and the award decision is withdrawn. Subsequently, the Tenderer who has finished third best will be informed of the intention to award and a verification is started.

5.10. Appeals/complaints

Complaints with regard to the procedure must be send to: tenders@eitdigital.eu. Please note that filing a complaint does not automatically suspend the tender procedure. EIT Digital isn't obligated to suspend the procedure after receipt of questions and/or complaints. If the complaint procedure is not satisfactory to the complaining party, Tenderer has the right to address the (remaining) complaints to the competent court seated in Brussels (Belgium). Belgium law applies on this procurement procedure and the Agreement.

Tenderers convinced that they have been harmed by an error or irregularity during the award process can ask for clarification and/or file a complaint in order to prevent EIT Digital from signing the Agreement. EIT Digital will with this regard respect a "standstill period" of 10 days starting from the day the Award notification was send by e-mail to the Tenderers, during which Tenderer can address its complaints to the court seated in Brussels (Belgium). EIT Digital will not conclude the Agreement following the decision to award the Agreement before the expiry of the "Standstill period". Please ensure to notify EIT Digital in event of a lawsuit.

5.11. Signature of the Agreement(s)

The final award does not yet constitute the Agreement. The Framework agreements will be concluded at the time of signature by each Contractor individually and EIT Digital.

Within 10 days of receipt of the Agreement from EIT Digital, the selected Tenderer shall sign and date the Agreement and return it to EIT Digital by using E-Signing. In the event that the winning Tenderer is unable to enter into contact within the above-mentioned period, EIT Digital may decide to conclude the Agreement with the second-best Tenderer.



6. Evaluation of Tenderers

6.1. Introduction

EIT Digital will at first assess whether the conditions for participation in the procurement procedure have been met. This evaluation consists three steps, which means that the qualitative evaluation of the Tender will only be started if the Tenderer isn't excluded during one of the following steps.

6.2. First step – Formal requirements

The first step is testing if the Tender is formally in line with the requirements formulated in Section 5.5 (reception in time, in the right format, with the right documents).

6.3. Second step – Exclusion grounds

The second step is the one in which EIT Digital checks if there are any exclusion grounds applicable. The Tenderer can prove its fulfilment of the requirements by signing the declaration of honour. EIT Digital will exclude any Tenderer that isn't willing to sign the declaration of honour (Appendix 3). Whenever EIT Digital has proof or notice of non-compliance, EIT Digital will give Tenderer an opportunity to explain this before Tenderer will be excluded or the Agreement will be terminated. If a Collaboration of parties enrol as one Tenderer all the parties have to meet the requirements stated in this section and sign the declaration of honour individually.

1. Exclusion grounds – excluded are parties that;
 - a. Were a subject of a conviction by final judgement for one of the following reasons:
 - i. Participation in a criminal organisation;
 - ii. Corruption;
 - iii. Fraud;
 - iv. Terrorist offences and/or offences linked to terrorist activities;
 - v. Money laundering;
 - vi. Child labour and/or other forms of trafficking in human beings.
 - b. Are in breach of their obligations relating to the payment of taxes or social security contributions (where this has been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of the country in which the party is established).
2. Possible exclusion grounds: EIT Digital may exclude parties which are/were;
 - a. Bankrupt or the subject of insolvency or winding-up proceedings;
 - b. Guilty of grave professional misconduct which renders its integrity questionable;
 - c. Under sufficiently plausible conditions on which EIT Digital can conclude that they are into agreements with other economic operators aimed at distorting competition;
 - d. Involved in distortion of competition from the prior involvement of the economic operators in the preparation of a procurement procedure.
 - e. Showing significant or persistent deficiencies in the performance of a substantive requirement under a prior Agreement with EIT Digital and/or linked Third parties, which led to early termination of that prior Agreement, damages or other comparable sanctions.
 - f. Guilty of serious misrepresentation in supplying information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria, are withholding such information or are not able to submit the requested documents;

- g. Undertaking actions to unduly influence the decision-making process of EIT Digital to obtain confidential information that may confer upon its undue advantages in the procurement or negligently providing misleading information that may have a material influence on decisions concerning exclusion, selection or award.

6.4. Third step – Qualitative requirements

The third step is the evaluation on to what extent the qualitative requirements are met by Tenderer. The qualitative selection criteria are intended to provide certainty on the quality of Tenderer to complete the Assignment as desired. Tenderer (individual or in total in any Collaboration) has to meet following qualitative requirements:

1. Tenderer has to be registered in the professional and/or trade register kept in their Member State. Tenderer can proof this by supplying an extract from the Commercial Register (or similar).
2. Tenderer must be technically and professionally able to perform the required services. It can demonstrate this by adding suitable references (please use Appendix 3) from contracts to its Tender. Tenderer must in any case demonstrate the following competences:
 - a. Ability to create all statutory accounting documents (financial statements (SFS) (from within one European Member State), filing those documents into the Belgium register and also filing them according to the local legal prescriptions in the countries in which Client and its legal entities are located;
 - b. Ability to carry out accounting, cost reporting and project administration for European subsidies (Horizon Europe or similar);
 - c. Ability to work with one integrated system in which all international accounts (from at least five locations in different European Member states) are merged into a central report and submission of local VAT and CIT filings is possible.
 - d. Tenderer has suitable insurance or will be sufficiently insured (starting 1st January 2024) against occupational/professional risks and legal liability. To prove this, Tenderer must submit an insurance policy that provides cover for at least EUR 1.500.000,- per event per year. When it doesn't possess such an insurance, a statement from the insurance company in which the insurance company declares that such an insurance will be concluded at the latest 29th December 2023, is sufficient.
 - e. Tenderer works with a Quality management system where the risk of (human) errors are reduced and the quality of the services improve during execution. Tenderer can submit a copy of their ISO9001:2008 or ISO9001:2015 accreditation (or similar).

7. Evaluation of Tenders

7.1. BVFM Criteria

The Tenders will be reviewed based on the criterion BVFM, whereby the Tender which provides BVFM gets the highest total score. In total there are 100 points to be gained, differentiated within the Quality and Price sub-criterion.

The score of each Tender will be evaluated in accordance with the below mentioned award criteria. The award criteria will be examined in accordance with the requested services indicated in Section 4.5.

Award Criterion	Subcriterion	Max points
Q1 Value Proposition	Qualitative Offer (own format)	30
Q2 Team Structure	Team Structure (Appendix 6)	10
Q3 Implementation	Implementation Plan	15
Q4 Interviews Key Staff	Team Quality	10
P1 Pricing	Pricing (Appendix 4)	35
Total		100

In order to receive Tenders that can be readily compared, Tenderers are advised to observe the following points when preparing their qualitative offering:

1. Avoid vague language or promises. Use concrete and specific details to explain what is included in your offer and what EIT Digital can expect;
2. Clearly articulate the unique value your product, service, or partnership brings to the table;
3. Focus on the benefits and outcomes that your offer provides rather than just listing its features. Explain how it will improve the EIT Digital operations;
4. While providing details is important, avoid a response with excessive information. Keep the offer concise and easy to digest;
5. Use visuals such as images, infographics, or diagrams to illustrate key points;
6. Avoid making unrealistic claims or promises that you cannot deliver on. Honesty and transparency are essential;

With regards to the submission of prices, the following principles apply:

- Tenderer must complete the Price Sheet (Appendix 5) and add this to its Tender. All prices need to be formulated in euro, excluding VAT.
- Hourly rates for consultants must be in EUR regardless of consultant location. All prices need to be formulated in euro, excluding VAT.
- Price indexation following the Belgium “Gezondheidsindex” (Health Index) will be accepted starting January 1st, 2025. This must be agreed upon in writing at least two months prior to the intended date of entry. If Tenderer doesn’t notify Client in writing of the fee changes, Client will

assess the Agreement to be issued by Tenderer after the 1st of January that year similar to the prices/rates of the previous year. The increase of the fee can't exceed 2% from the previous financial year and provided that fee reductions are also reviewed annually.

Regarding references, EIT Digital would like to receive evidence of two similar international engagements including a contact person on customer side that is willing to be contacted for reference.

7.2. Scoring on qualitative criteria

Q1 - Value Proposition

It is important for EIT Digital to know how Tenderer operates. If Tenderer is based in several European countries, clarity is required on work with subcontractors, or if Tenderer operates from one central location in Europe. Regardless of structure, EIT Digital expects to work with one point of contact. The qualitative offer should clarify how the services would be provided, explaining how your services will address the challenges faced by EIT Digital and help achieve its financial goals. Explain the governance, methodologies, tools, and technologies you will use to ensure accuracy and efficiency in reporting. Finally, EIT Digital would like to understand any differentiating factors regarding financial services from your organisation over similar competitors.

Q2 - Team Structure

A solid team structure proposal outlines how a team within an organization should be organized, including its roles, responsibilities, reporting relationships, and processes. EIT Digital expects the following from the proposed team structure:

- Provide a concise overview of the proposed team structure;
- Explain the background and context for the proposed team structure;
- Clearly state the objectives and goals of the new team structure;
- Define the specific roles within the team and their responsibilities;
- Clarify the reporting lines and hierarchy, including who reports to whom;
- Highlight any cross-functional or matrix reporting relationships if applicable;
- Create an organizational chart or visual representation of the proposed team structure;
- Include names or titles of individuals who will fill key roles, if known;
- Describe any training or development programs needed for team members to excel in their roles;
- Explain how ongoing skill development will be facilitated;
- Explain how communication and collaboration will be managed within the team and with other departments;
- Highlight tools and technologies that will support communication and collaboration;
- Define key performance indicators (KPIs) and metrics to measure the team's success;
- Explain how performance evaluations and feedback will be conducted;

Q3- Implementation

EIT Digital would like to understand the Tenderers proposal for implementation of the systems and accounting services defining the steps and activities necessary to set up and deliver accounting and financial services effectively. This should include among other:

- Service definition
- Legal and Regulatory Compliance
- Accounting Software and Tools
- Client Onboarding
- Accounting Procedures and Workflow
- Pricing and Billing
- Data Security and Privacy
- Quality Control and Review
- Growth and Expansion
- Reporting and Analytics
- Governance

The Tenderer that has the best (S.M.A.R.T) vision on delivering the Assignment will score the maximum points.

Q4- Interviews Key Staff

Tenderer must state the names and functions of the Key staff members (please use Appendix 5) that are to be interviewed. Key personnel must be persons who will perform an important role during execution of the Assignment. EIT Digital wishes to interview key staff indicated on the Team Structure proposal (Appendix 5):

EIT Digital will invite all Tenderers which offers comply with the requirements mentioned in Section 5.5 of this RPF for an Interview. The interviews are scheduled to take place between 27th and 30th November, 2023 and will be held by videoconference. The interviews shall be conducted by the Evaluation Committee. Other representatives that work closely with accounting and financial services will also be present for the assessment.

We emphasize that the key personnel may only provide a further substantive explanation (clarification) on the qualitative part of the Tender, thereby substantiating their responsibilities during the Assignment and their own (measurable) qualities and achievements. It is not permitted, punishable by exclusion, to deviate from the content of the Tender submission in the interview in such a way that a change or addition to the bid will be made in essence. The Tenderer that has the best (S.M.A.R.T) vision on delivering the Assignment will score the maximum points.

P1 - Price

EIT Digital is very interested on Tenderers creativeness and its ability to understand EIT Digital and provide innovative solutions. The price proposal for the proposed services is expected to be thorough and comprehensive in covering any potential costs that may arise throughout the course of completing the project. It should also strike a balance between value for EIT Digital and financial feasibility for the contractor. The Tenderer providing a clear pricing structure, either through fixed fee or forecast annual rate for the core Assignment and peripheral services toward EIT Digital will score best.

References

Regarding references, to demonstrate capability, EIT Digital would like to receive evidence of two similar international engagements including a contact person on customer side that is willing to be contacted for reference purposes.

7.3. Assessment method

The documents will be assessed by the Evaluation Committee which is formed out of three members. They will individually review the Tenders on the written part of the quality criteria and on the interviews. The tenderer with the highest score will gain the maximum points on that specific criterion. The other tenderers will be scored proportionally related to their rating toward the highest scorer.

They will (without knowledge of price) agree on a unanimous score (in a range of 1 to 10) per criterion per tender. The tenderer with the highest score will gain the maximum points on that specific criterion. The other tenderers will be scored proportionally related to their rating toward the highest scorer, in accordance to the calculation below:

Q1 – Q4 will be scored using the following calculation:

$$\text{Weight Qualitative Criteria (x points)} * (1 - ((\text{Highest score} - \text{score Tenderer}) / \text{highest score})).$$

Example: Tenderer A scores 9 points, Tenderer B scores 8 points on Q1.

- Tenderer A will get $30 * (1 - ((9-9)/9)) = 30$ points
- Tenderer B will get $30 * (1 - ((9-8)/9)) = 26,67$ points.

P1 – will be scored using the following calculation:

$$\text{Weight Score Criteria (35)} * (1 - ((\text{price Tenderer} - \text{lowest price}) / \text{lowest price})).$$

Example: Tenderer A has a fictitious total price of EUR 125.000,- and Tenderer B of EUR 111.234.

- Tenderer A will get $35 * (1 - ((125000 - 111234) / 111234)) = 30,67$ points
- Tenderer B will get $35 * (1 - ((111234 - 111234) / 111234)) = 35$ points.

In case of an equal total score, the Tender with the best score on criterion – P1 Price will be the winner. If the score on Price is the same, the best score on Q1 (and so on) will prevail. In case the scores are not distinctive in any way, the winner will be determined by a draw.

8. Appendices

Appendix 1 – Company information

Appendix 2 – Information on Subcontractors

Appendix 3 – Declaration of Honour Information on subcontractors

Appendix 4 – References

Appendix 5 – Price sheet

Appendix 6 – Profile Key staff members

Appendix 7 – Draft Agreement to Supply Services Products EIT Digital IVZW

Appendix 8 – General purchase terms and conditions EIT Digital IVZW

Appendix 9 – Question Form

