



EIT Digital
Rue Guimard 7
B-1040 Brussels | BELGIUM

W: www.eitdigital.eu
E: creativedesign_tender@eitdigital.eu

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Request for proposal

Design & Creative Services

EIT Digital IVZW

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1. Introduction

1.1. Overview of EIT Digital

What is EIT Digital

Vision: EIT Digital: a European organisation, that drives Europe's digital transformation by supporting digital **innovation, entrepreneurship and education**.

Mission: Deliver breakthrough **digital innovations** to the market and foster **entrepreneurial talent** in support of **economic growth** and improvement of **quality of life** in Europe.

Action: EIT Digital integrates education, research and business through an ecosystem of **over 156 European partners** from top corporations, SMEs, start-ups, universities and research institutes.

Why does EIT Digital exist?

Created in 2010, EIT Digital is one of six **Knowledge and Innovation Communities (KICs)** of the European Institute of Innovation and Technology (EIT). Each of these communities bring together businesses (industry and SMEs), research centers and universities as partners, in order to: develop innovation further into marketable products and services, help companies to be started and grow, and train a new generation of entrepreneurs.

EIT Digital's work is vital for Europe.

- Our support for European business & research efforts to boost digital innovation enhances Europe's **competitiveness** and secures domestic **jobs & growth**.
- The European market is still very **fragmented**. If you start a company in the Netherlands, you have a potential market of 18 million people. If you start a company in the United States, your market has 300 million potential customers. Cooperation amongst EIT Digital's partners facilitates and accelerates unlocking the benefits of digital innovation.
- The EU is in a strong position to ensure European values are represented in the digital world. Therefore, EIT Digital supports European digital innovation, helps to bring digital products and services to the market and strengthens European digital companies, so they can sustainably thrive in and do global business from Europe.
- EIT Digital considers and emphasizes the impact of digital change on our society and gives a voice to those that are struggling to adapt.

Today, only 45% of Europeans have digital capacities. Yet 90% of the future jobs will require digital skills. Digital transformation requires new skills and competences – that's why we heavily invest in education, training and life-long learning.

What does EIT Digital want to Achieve?

EIT Digital fosters **digital technology innovation and entrepreneurial talent for economic growth and quality of life**. By linking education, research and business, EIT Digital empowers digital top talents for the future.

How does EIT Digital achieve this?

EIT Digital educates, innovates and accelerates within a pan-European ecosystem of 156 partners from business, research and education.

- **EDUCATION**: The **EIT Digital Academy** is Europe's education leader in digital knowledge and skills in support of innovation and entrepreneurship. Through its Master, Doctoral and Professional schools, it delivers a unique blend of the best of technical excellence and entrepreneurial skills and mindset to digital engineers and entrepreneurs at all stages of their careers.
- **INNOVATION**: EIT Digital seeks to generate significant innovations from top European research results. As such, we focus our investments on a limited number of innovation areas that we have selected with respect to European relevance and leadership potential - Digital Industry, Digital Cities, Digital Wellbeing, Digital Infrastructure and Digital Finance.

- **ACCELERATION:** The **EIT Digital Accelerator** supports European digital ventures to scale up their business in Europe and beyond. For this EIT Digital has an accelerator team of 40 professionals spread over all ten locations to make new market entries for scaleups easy.

EIT Digital's pan-European network is coordinated jointly from its Brussels headquarters and from co-location centers in Berlin, Eindhoven, Helsinki, London, Paris, Stockholm, Trento, Budapest and Madrid, as well as a hub in Silicon Valley.

1.2. This RFP and its purpose

This RFP and accompanying Appendixes (see section 8) are describing the procurement procedure, as well as the criteria to which extend the Tenderers and their Tenders will be judged in order to find the Tenderer which provides the best value for money.

EIT Digital started this procurement procedure in order to **conclude a Framework agreement with one Contractor for the provision of Design and Creative services** (the Assignment). More information on the Assignment is included in section 4. The Agreement starts January 1st, 2019 and has a duration of one (1) calendar year. If EIT Digital wishes so, it 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.

EIT Digital wishes to enter into the Agreement for the full initial contract duration and its renewals (in total five years) but being understood that EIT Digital only undertakes legally binding commitments for the initial contract term of 1 year, due to the annual cycle of its business plan according to the EIT Horizon, FPA and SGA.

EIT Digital chooses not to divide this Assignment into partial assignments. The nature and extent of the Assignment are contrary to such a split. Splitting the Assignment into partial assignments will inevitably lead to higher costs and a bigger workload to both EIT Digital and all Tenderers.

In this RFP the extend of the Assignment is described. Variants on the requested services will not be evaluated. Tenders with variants will be excluded from the procedure.

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

2. Definitions

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

Appendixes – Documents that are linked to the RFP.

Assignment – The services and/or products that the winning Tenderer will 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 winner is notified about his winning in which he will be asked to send the supporting documents and to start implementing.

Award Notification (Others) – The digital transmitted decision with which the other Tenderers are notified on the winner, 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.

Contractor – The winning Tenderer with the Tender which provides 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 Client and the European Institute of Innovation and Technology. The FPA lays down the conditions under which Client 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.

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.

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.

SGA (Specific Grant Agreement) – The Agreement that sets out specific terms and conditions and rights and obligations that are applicable to the specific grants awarded to Client.

Sub-assignment – Detailed (partial) assignments within the scope of the Assignment on which the provisions of the Agreement are applicable. The execution of Sub-assignments will always be preceded by consultation of Parties and an order confirmation.

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 for EIT Digital. 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 her Procurement Manual. In accordance to our own Procurement Policy, in accordance with the European procurement Directive and with respect to the estimated contract value (the estimated value of the contract including all extension options is above the European threshold of EUR 221.000,-), the “Public tender” procedure is applicable. Therefore, the announcement of this Assignment is published on www.ted.europe.eu (the supplement of the official Journal of the European Union (TED)).

3.2. Digital tendering

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

- All Tender documents are digitally available and free of charge on <https://www.eitdigital.eu/about-us/calls-tenders/> and by request send per e-mail;
- Questions regarding the RFP and/or the procedure must be asked by e-mail;
- 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 the 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. Michael Mast, Communication leads Germany per **E-mail:** creativdesign_tender@eitdigital.eu.

In case of absence of mr. Mast, he will be replaced by his observer ms. Vanessa Perez.

3.4. Timeframe (indicative)

The timeframe of this selection procedure is:

Publication Date	27 August 2018
End date question Period	17 September 2018
Note of information date	24 September 2018
Offer Submission date	5 October 2018 – 17:00h CET
Interview invitation	19 October 2018
Interviews	22 October – 26 October 2018
Award Notification Date	9 November 2018
End Date Standstill period	20 November 2018

Agreement signing date	23 November 2018
Starting date	1 January 2019

4. The Assignment Design & Creative Services

4.1. Nature of the Assignment

EIT Digital wishes to enter into a framework Agreement with one Contractor for the provision of services and/or deliveries for a maximum of five (5) years. However due to our annual business cycle (and underlying regulation), we can only be bound for a duration of one (1) year. Therefore, we choose to offer a contract period of one (1) year, with the intention and possibility to extend the initial term four (4) times with one (1) year. The Assignment will be finished at the latest on the December 31st, 2023.

These objectives have been translated by EIT Digital to the Scope of the Assignment, the requirements that are made for its implementation, the requirements which the Tenderers have to meet in order to qualify for the Assignment and in the way the Tenderer will be selected that provides the best value for money.

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. EIT Digital is **rethinking the way of communicating** in order to make a connection to future generations. We would like Contractor to **understand this and to really co-operate as a strategic partner** for EIT Digital. Our co-operation during the Assignment should be leading to a mutual win-win situation. The agency we would like to contract, should be able to adjust to new times 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** and we expect Contractor to deliver the Services and/or Products all over Europe - in principle - within 48 hours or quicker (except for Sub-assignments on which a longer time spend is reasonable and agreed on prior to the activity start).

4.3. Scope of the Assignment

In order to realize its goals, EIT Digital will request a range of design (on- and offline), campaign creation, print management and online animation services during a 5-year period. All design can be creative, as long as they are within the boundaries of the EIT Digital brand guidelines. All assets (incl. diagrams, tables, infographics, pictures, video material) should be delivered to EIT Digital as separate and editable format like InDesign or Photoshop files or similar for future use. **The design work should always be done with the user and an increase of engagement in mind.**

We expect (without Tenderers being able to derive any rights from this estimation) that the yearly activity of Contractor will contain between 1.000 and 2.000 hours and those activities can both be ad-hoc (quick respond Sub-assignments) as well as plannable (long-term Sub-assignment). Tenderer should be able to respond to varying demand as well as it can cope with a structural delivery of services and products. For some of the Sub-assignments it will be necessary to follow the instructions of the Head of Communications of EIT Digital very strictly, while on other Sub-assignments more creativity and proactive handling will be required. Tenderer needs therefore to be large enough to cope with this variety as well as with the amount of activities. EIT Digital expects Contractor to ensure the commitment of junior and senior employees in different roles like: Designer, Web developer, Marketeer, PHP Developer, Creative Director, Video producer, Photographer as well as any other creative roles in order to fulfil the Assignment. Tenderer agrees that it will provide Client with at least two different scenarios

per Sub-assignment regarding the deployment of senior and junior experts (employees), so Client can make an educated choice on the level of execution per Sub-assignment.

Although EIT Digital intends to assign all orders (with regard to the scope of this framework agreement) to Contractor, we reserve the right to assign individual projects to other Agencies. With respect to this Framework agreement, we will however not assign a bigger percentage than 20% of the yearly activities (services and/or products) to other agencies.

Apart from the aforementioned: The Node entities are entitled but not obliged to assign (small local) Sub-assignments to Contractor based on the Agreement. Sub-assignments from the Node entities are however not an initial part of the scope of the Assignment nor are they part of the current state described in section 4.4.

The creation of following Products and Services EIT Digital will request are amongst others and without excluding Products and/or Services (Contractor cannot derive any rights on this specification):

- Brochures;
- Factsheets;
- Invitations;
- Social media post templates;
- PowerPoint templates;
- Posters;
- Pull up banners;
- Web banners;
- Home page site internet;
- Annual report.

In addition to the Assignment of creative design services, the winning Tenderer will also obtain the first right on delivering hardcopy printed deliverables, like brochures, posters etc. EIT Digital normally handles its own printing and copying. However part of the scope of this Assignment is the possibility of outsourcing these activities to Contractor. This request will be based on Sub-assignments for which EIT Digital will request an offer of Contractor. One of the Sub-assignment might for example be the printing and delivering of 3.000 copies of the annual report (approximately 85 pages full colour). Contractor will have the right to formulate an offer for each of these “repro” activities, whereas EIT Digital has the right to challenge the offer for such printing/copying/repro activities (in the event it doesn’t seem to provide the best value for money), by requesting a competing offer from another company.

4.4. Current state

The current Contractor has spent approximately 1.350 hours on services and deliveries for the Corporate/innovation unit and 860 hours for the educational unit in the period from May 2016 till December 2017. During this period, the following deliverables were created:

Unit	Type
Corporate/Innovation	EIT Digital Annual Reports (Design, printing and distribution of 3.000 copies throughout Europe)
	Daily support for online digital campaigns.
	Design of Web images
	Design of several A4 factsheets

	Strategic Innovation Agenda (Design, printing and delivery of 500 full colour copies)
	Design and delivery of several folders and printed materials A4/A5
	Design and delivery of several editable A4 certificate templates
	Design and delivery of several Roll-up banners.
	Design of social media campaigns and visuals for special occasion
	Design of one page A4 leaflets.
	Design of social media key visuals
	Design and delivery of brochures A4/A5 and several factsheet
	Design Services with respect to Logo design updates
	Design of Framed pictures & artwork (A1/A0 Posters)
	Design of 3X3 Pop Up/exhibition Stand including Artwork & supply
	Design and delivery of business cards (1 page)
	Design of several presentations (PPT)
	Event pass design
	Design of an icon for Apple and play store
	Design and distribution of Greetings Cards
	Video branding design
Unit	Type
Education	Logos Design
	Design & delivery several Roll-up Banners
	Design and delivery of kick-off material (posters A1/A0, Fact sheets A4, Flyers A5)
	Design and delivery of marketing material
	Design and delivery several Brochures 4 - 16pages (A4/A5)
	Update of marketing material
	Design several presentations (ppt)
	Design and delivery of Event packages and goods
	Design and editing of individual and team certificates (A4)
	Design services and communication Products for our five professional Schools

There is no clear view on the amount of hardcopy deliverables that were provided by the current contractor except from the Annual report (3.000 copies and 85 pages per copy). The past purchases are just an indication of the possible amount of services that EIT Digital will acquire. **EIT Digital will not be obligated to acquire the same quantities with regard to this Assignment.**

4.5. Assignment requirements

The Tenderer that can proof it will succeed in fulfilling the following assignment requirements will be the perfect match for EIT Digital.

Operational

- Speed to market: Can work within a decentralized marketing operating model and structure itself to manage delivery to different stakeholders;
- Location: preferably near an EIT Digital CLC;
- Marketing automation and tools: Agency must have the expertise to operate with high-end IT solutions;
- Value for money: Financially transparent, accountable and results driven;
- Understanding: During some Sub-assignments there is less room for Creativity, since the exact vision of EIT Digital needs to be visualized at that specific moment.

Strategy

- Challenging pragmatists: Agency must co-operate with EIT Digital to produce outstanding content (incl. copy writing);
- Quality of thinking: Agency must broaden our thinking and elevate quality of thinking and new ways of working;
- Understand Audiences: Insight to the different target audiences for multiple product lines;
- Touchpoint planning: Can plan consumer journeys across touchpoints to produce relevant content.

Creativity

- Content capability: Must be able to demonstrate outstanding and affordable content solutions;
- ROI focused creativity: Return on investment focused effectiveness;
- Brand and product abilities: capable of brand and product work;
- Media neutral ideas: Can develop ideas that work seamlessly for all types of content (Print, digital, videos, brochures).

Teams

- Balanced structure: A combination of senior and 'frontline' workers to get the volume of jobs done;
- Excellent cultural fit: Understand a technology company structure;
- 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 of EIT Digital team and have hands-on mentality.

4.6. Documents applicable to the 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 5.4);
3. RFP / The list of Assignment requirements;
4. Tender of Contractor.

5. Procedural aspects and regulations

5.1. Tenderers and Collaborations

All Tenderers who meet the minimum requirements to enrol (independently, in a collaboration and/or by calling on Third parties) are invited.

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 5 Working 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

EIT Digital is not obligated to award the Assignment. EIT Digital is at all times allowed to end this procurement procedure and to start a new one whenever and however it desires. In addition to this, 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.

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'). He 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 no intention of completing this RFP unsuccessful. 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 allowed 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 mentioned in section 4.6.

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. Rules for Q&A

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 Appendixes, 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. Tenderers should use the questioning format as provided in Appendix 7.

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: **October 5th, 2018 17:00h CET** to EIT Digital: for the attention of mr. Mast per **E-mail: creativedesign_tender@eitdigital.eu**.

The proposal shall contain the following documents:

1. Legally signed Tender Letter (own format);
2. Company information (use Appendix 1);
3. Extract from the Trade Register of the member State in which Tenderer is seated;
4. Information on subcontractors (use Appendix 2);
5. Declaration of Honour (use Appendix 3);
6. References (use Appendix 4);
7. Price list (PDF & Excel) (use Appendix 5);
8. Qualitative offer (Q1 – Q3) (own format, please be aware of the prescriptions in section 7.1);
9. Profile Key staff members (Q4 & Q5) (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, 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, except as otherwise provided for in this RFP, only the terms and conditions of EIT Digital apply. 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 Appendixes. 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.

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 Tenderer. 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. Appeals/complaints

Complaints with regard to the procedure must be send to: procurement_complaint@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 make sure to notify EIT Digital in case of a lawsuit.

5.10. Signature of the Agreement(s)

The final award does not yet constitute the Agreement. The Agreement will be concluded at the time of signature by Contractor 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 Esigning. In case 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.

5.11. The "waiting room agreement"

During execution it might become clear that the Contractor doesn't meet the requirements, and/or its services and products will not provide an acceptable execution of the Assignment.

In order to prevent EIT Digital and the Tenderers for another procurement procedure whenever the Agreement is terminated within the first 24 months after its signing, EIT Digital has chosen to create the possibility of contracting the second-best Tenderer during this period on the basis of this procurement procedure.

In the (draft) Agreement (Appendix 8), Client regulated that it has the right to terminate the Agreement in specific situations. For this reason, Client also concludes a so-called "Waiting room agreement" with the second-best Tenderer (based on the principle of BVFM). The purpose of this Waiting room

agreement is to transfer the Services for the remaining (maximum) duration of the Agreement (including remaining renewal options) to the Tenderer with the Waiting room agreement, in the event of early termination of the Agreement. The draft “Waiting room agreement” is attached as Appendix 9.

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 (like 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 a chance 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 it 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 extend 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 has to proof its compliance within **7 days after the request of EIT Digital**. 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. 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 has to be creditworthy. It can proof this by submitting a Dun & Bradstreet (or similar) report that indicates a score of 2 or better (low risk profile).
3. Tenderer must be technically and professionally able to perform the required services. It proofs this **by adding suitable references (please use Appendix 4) from contracts to its Tender**. Tenderer must in any case demonstrate the following competences:
 - a. Ability to make a substantial and demonstrable contribution to design and communication Services and delivery of associated Products for an organization, with a creative design budget of at least EUR 100.000,- a year;
 - b. Ability to deliver Services and Products in at least 4 out of 8 European countries in which EIT Digital is located (there is no obligation to have an office in each country);
 - c. Ability to design and maintain online campaigns based on standards of existing platforms and networks, such as Google, LinkedIn, Facebook and Twitter.
4. Tenderer has a sufficient insurance or will be sufficiently insured (starting January 1st, 2019) against occupational/professional risks and legal liability. To proof 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 yet, a statement from the insurance company, in which the insurance company declares that such an insurance will be concluded at the latest January 1st, 2019, is sufficient.

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 service indicated in Section 4 of the document.

Award Criterion	Subcriterion	Max points
Quality	Q1 – Creativeness while working with the brand and challenges of EIT Digital	20
	Q2 – Workingmethod	15
	Q3 – Designing and maintenance of an Online campaign	15
	Q4 – Interview senior key staff member	10
	Q5 – Interview junior key staff member	10
Price	P1 – Hourly rate Senior consultant	15
	P2 – Hourly rate Junior consultant	15
Total		100

In order to receive Tenders that can be compared, the number of pages - on which the Tenderer can explain his offer - must be reduced to 2 A4 per criterion, letter type *Arial 9*, line spacing *multiple 1,1* and within standard margins (2.5cm top/bottom/left/right). Tenderers must adhere to the maximum number of A4 as indicated per sub-criterion. In the event Tenderer wishes to visualise its statements regarding Q1, Q2 and Q3, it is allowed to add a visualization with a maximum size of one A3 (readable if printed on A3 paper) per criterion. If more space is used, the multiple will not be included in the review. The extent of these documents is deliberately limited, from the idea that an expert who understands the Assignment needs little text to capture the essence.

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.
- In addition to the Price Sheet, Tenderer is allowed to add a Price sheet with regard to the hardcopy deliverables (products) it can provide. This will not be taken in account for the score on the price criteria. It will however provide Client with extra insights on the versatility of Tenderer and it will form a base on future co-operation.
- Hourly rates for senior consultants (experts) must be in the range between EUR 50,- and EUR 100,- and for a junior consultant between EUR 25,- and EUR 50,-. If a tenderer exceeds or undercuts these thresholds, its Tender will be turned down as an invalid registration.
- Price indexation following the Belgium “Gezondheidsindex” (Health Index) will be accepted starting January 1st, 2021. 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.

7.2. Scoring on qualitative criteria

Q1 – Creativeness while working with the brand and challenges of EIT Digital

As stated in this RFP, EIT Digital finds itself in a transition period. In order to maintain our position as a leading European digital innovation and entrepreneurial education organisation that drives Europe's digital transformation, we need to rethink the way on which we communicate with all our stakeholders. EIT Digital therefore searches a Contractor that understands this and that is not just able to adjust to new ways of communication, but that also has a creative and measurable impact. The Tenderer who has the best (**Specific Measurable Acceptable Realistic Time-bound**) vision on how it will help EIT Digital with this challenge will score best on this criterion.

Q2 – Working method

It is important for EIT Digital to know how Tenderer co-operates. Is Tenderer locally based in every European country, does it work with multiple subcontractors or does Tenderer operate from one central location in Europe. Whatever the structure will be, EIT Digital expects to work with one point of contact (preferably near one of our locations in London or Paris). It would be an asset when this point of contact (account manager) would also be the Creative Director, so the creative thoughts of EIT Digital can easily be shared. Moreover, we expect Tenderer to deliver services and products within 48 hours after request throughout Europe. EIT Digital want to know if this is possible (or what timeframe at best) and how Tenderer can guarantee its promises to this regard. We would like Tenderer to describe in a S.M.A.R.T. way how Tenderer works, why its Method will be successful for EIT Digital and how we can measure this.

Q3 – Designing and maintenance of an Online campaign

EIT Digital is very interested in how Tenderer will organize an Online campaign and how it can look like for EIT Digital. The Tenderer that describes this at best (S.M.A.R.T), will gain the maximum points.

Q4 and Q5 – Interview key staff members

Tenderer must state the names and functions of the Key staff members (please use Appendix 6) that are to be interviewed. Key personnel must be persons who will perform an important role during execution of the Assignment. Client wishes to interview:

1. The senior consultant;
2. The junior consultant.

Client will invite up to five Tenderers for the Interviews. **Only the five Tenderers with the highest total scores based on their points on criteria Q1, Q2, Q3, P1 and P2 are eligible for this.** In case the ranking of tenderers can't change between some or all Tenderers as a result of the scores on the aforementioned Criteria, EIT Digital will only invite those Tenderers for which the interview score can still make a difference. In the event of an equal total score, the Tenderer that scores best/better on Q1 Creativeness while working with the brand and challenges of EIT Digital will prevail.

The interviews are scheduled to take place in the period from 22 till 26 October 2018 and will be held in Brussels (Belgium) or on special request by videoconference. The interviews are done by an interviewer who is not a member of the Evaluation Committee. During the interview the members of the Evaluation Committee will be present for the assessment. The entire interview will be recorded and

stored on audio since the statements made during the interviews are part of the Tender and thus the Agreement.

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 submission of the interview in such a way that a change or addition in addition to the registration will be made in essence. The interviewee that has the best (S.M.A.R.T) vision on the Assignment and EIT Digital as a client will score the maximum points.

7.3. Assessment method

The documents will be assessed by the Evaluation Committee which is formed out of representatives of EIT Digital. They will individually review the Tenders on the written part of the Quality Criteria (Q1 – Q3) and on the interviews (Q4 and Q5). They will assess without having knowledge of the prices. The individual scores per Tender and per criterion will be subject of discussion between the Evaluation Committee members. They will (without knowledge of price) agree on a unanimous score (in a range of 1 till 10) per criterion per tender. The tenderer with the highest score will gain the maximum points on that specific criterion. The other tenderers will score related to their position as shown in the chart below.

Max points	#1	#2 (Pts:2)	#3 (Pts:3)	#4 (Pts:4)	#5 (Pts:5)	#6 (Pts:6)	Etc. (Pts:x)
20	20	10	6,7	5	4	3,3	Etc
15	15	7,5	5	3,8	3	2,5	Etc.
10	10	5	3,3	2,5	2	1,7	Etc.

As stated in section 7.2 only the top 5 Tenderers will be invited for the interviews. These interviews will also be scored related to their ranking. The best interviewee that gets the highest score (on a 1 to 10 scale) will gain the maximum amount of points (10). The other ones will score in accordance with their ranking (possible scores: 5 - 3,3 - 2,5 or 2 points).

Price criterion P1 and P2 – The hourly rates senior and junior will be scored using the following calculation:

Weight Score Criteria (15) multiplied by $(1 - ((\text{price Tenderer} - \text{lowest price}) / \text{lowest price}))$.

In case of an equal total score, the Tender with the best score on criterion Q1 – Creativeness while working with the brand and challenges of EIT Digital will be the winner.

8. Appendixes

Appendix 1 – Company information

Appendix 2 – Information on subcontractors

Appendix 3 – Declaration of Honour

Appendix 4 – References

Appendix 5 – Price sheet

Appendix 6 – Profile Key staff members

Appendix 7 – Questioning format

Appendix 8 – Draft Agreement

Appendix 9 – Draft Waiting room Agreement

Appendix 10 – Draft GDPR Processor Agreement