

Request for proposal

PR Agency 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 **almost 250 European partners** from top corporations, SMEs, start-ups, universities and research institutes.

Why does EIT Digital exist?

Founded in 2010, EIT Digital is one of eight **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 centres 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 aims at global impact through European innovation fuelled by entrepreneurial talent and digital technology. EIT Digital firmly believes that the future of innovation is ecosystems. EIT Digital supports the members of its pan-European ecosystem to be effective in today's complex open innovation ecosystems in order to address some of their specific innovation needs related to digital innovation and education.

How does EIT Digital achieve this?

EIT Digital educates, innovates and accelerates within a pan-European ecosystem of almost 250 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, Professional and Summer 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 create value out of top European research results. For this, we invest in strategic areas to accelerate the market uptake of research-based digital technologies. We selected areas with significant European relevance and leadership potential: Digital Industry, Digital Cities, Digital Wellbeing, Digital Tech 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 EIT Digital locations to make new market entries for scaleups easy.

EIT Digital's pan-European network is coordinated jointly from its Brussels headquarters and from offices in Berlin, Eindhoven, Helsinki, London, Paris, Stockholm, Trento, Budapest and Madrid, as well as a satellite hub in Amsterdam, Braga, Edinburgh, Rennes, Sophia-Antipolis and 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 an agreement with one Contractor for the provision of PR Agency services** (the Assignment). More information on the Assignment is included in section 4. The Agreement starts January 1st, 2020 and has a duration of twelve months (12). We expect the agreement to include a no longer than one-month long kick-off and introduction period, before it can get into full speed. 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 extent 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 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 its winning in which it 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.m. 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 and Madrid. In addition to them EIT Digital has an administrative head-office in Brussels, satellite offices in Amsterdam, Braga, Edinburgh, Rennes, Sophia-Antipolis and a hub in Silicon Valley.

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.

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

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.

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 with 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 include provisions and principles like transparency, equal treatment, non-discrimination, proportionality and lack of conflict of interest which are equally respected throughout EIT Digital and in this procurement procedure in particular.

This RFP is therefore a result of the choices EIT Digital made in its 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 sent 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. Sjors Apeldoorn per E-mail: pr-agency_tender@eitdigital.eu.

In case of absence of Mr. Apeldoorn, he will be replaced by his observer Ms. De Moor.

3.4. Timeframe (indicative)

The timeframe of this selection procedure is:

Publication Date	18 October 2019
End date question Period	1 november 2019
Note of information date	11 November
Offer Submission date	22 November 2019 – 17:00h CET
Interview invitation	29 november 2019

Interviews	Week 49.
Award Notification Date	13 December 2019
End Date Standstill period	23 December 2019
Agreement signing date	24 December 2019
Starting date	1 January 2020

4. The Assignment PR Agency Services

4.1. Nature of the Agreement

EIT Digital wishes to enter into an Agreement with one Contractor for the provision of the following services for a maximum of five years (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 twelve (12) months, 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, 2024.

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 living standards for Europe's citizens 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 **constantly challenging its way of communicating** in order to strengthen its connections with the existing stakeholders and to reach new ones. We are searching for a Contractor that **understands this and is willing to really co-operate as a strategic partner** for EIT Digital, by proposing us new and better ways to do it. Our co-operation during the Assignment should be leading to a 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.

4.3. Scope of the Assignment

EIT Digital is looking for a partner for media relations and -engagement as to support the promotion of its purpose and activities and to generate media coverage amongst a selection of our four European focus countries, hereinafter referred to as Tier #1 countries. In 2020 the Tier#1 Countries will be:

1. Germany;
2. France;
3. Spain;
4. United Kingdom.*

**Since the Brexit discussion is still unfolding during this procurement, the United Kingdom might be subject to change for the 2020 strategic agenda. If for some reason the United Kingdom will no longer be an interesting market for Client, we will activate Brussels Ecosystem (the "EU Bubble") as the 4th Tier #1 country. Client might use the note of information to respond on a new situation.*

We do not expect a constant equal share of workload distribution between the selected countries from month to month but more a tactical focus rotation between them.

To achieve our previously described goals, Client has set its own following pan-European media coverage targets for 2019. These KPIs show the focus of EIT Digital Communication team's daily activities. The Client's own communications function is also constantly working towards these

goals and the aim is not to outsource meeting them to the PR Agency but to achieve them in collaboration.

- CEO: 20 (print or online) + 8 TV/Radio;
- Chief Research & Innovation Officer: 5 Tier #1 (print or online) + 2 TV/Radio;
- Chief Education Officer: 5 (print or online) + 2 TV/Radio;
- Each Tier #1 country: 5 (print or online);
- Academy: 50 (print or online);
- Innovation Activities: 50 (print or online);
- Start-up acceleration: 15 (print or online) .

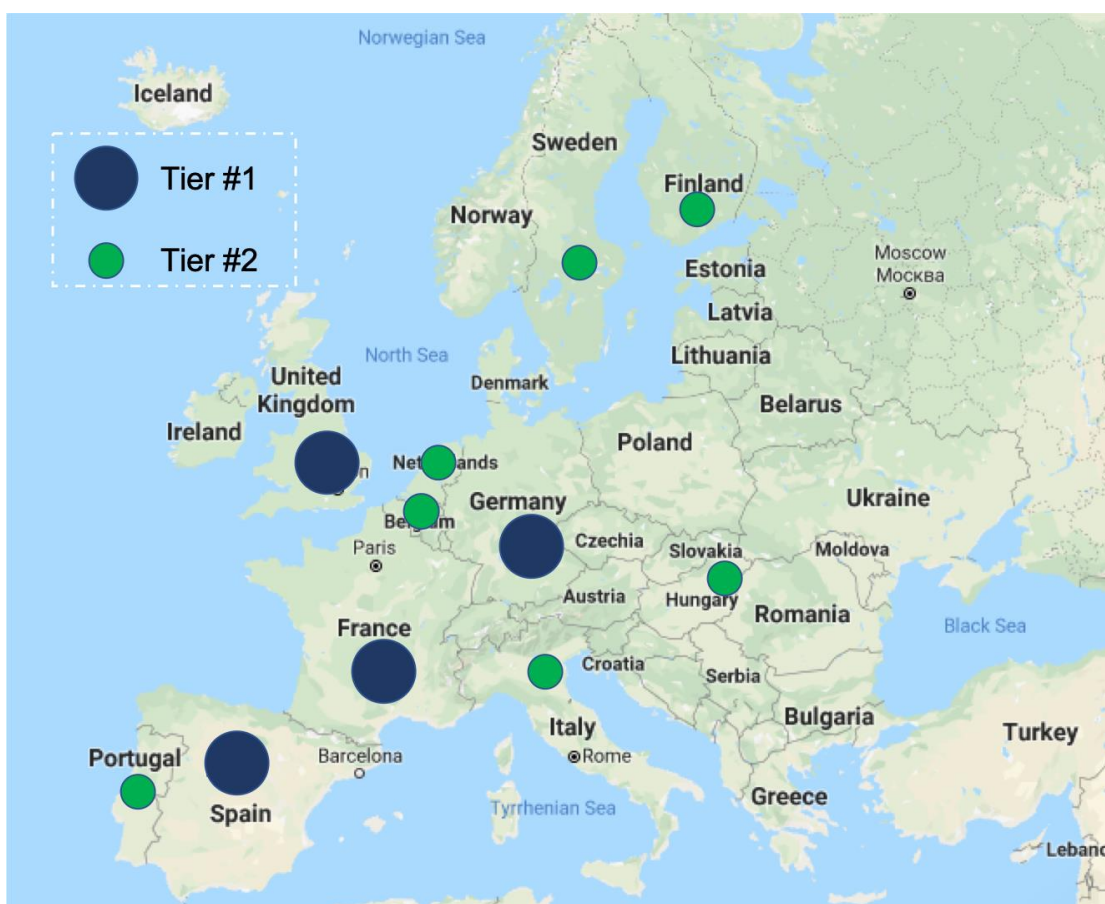


Figure 1 EIT Digital's operational countries as PR Agency service wise Tier #1 and #2 countries. Business operations wise they all are equally important (except Belgium and Portugal which are not full Node countries).

In addition to the Tier #1 Countries, the client does not rule out a possibility that assignments could also be requested in other countries. These countries are marked as Tier #2 Countries in this RFP, and include the following countries: Finland, Hungary, Italy, Netherlands, Portugal and Sweden. Client has at this point however no active interest in support services for assignments in Tier #2 Countries in 2020, nor is Client in the position to make any forward-looking estimates on them in years 2021 – 2024. Due to this, the Client is not able to give any estimates of their possible

financial value. Client reserves the right to change our strategic Tier #1 selection into a different mix of four Tier #1 countries starting 2021.

During this assignment we are looking for support especially on:

1. Raising awareness of EIT Digital as the EU body supporting Europe's digital growth and helping promote the organization's three activity pillars:
 - i. Scale-up acceleration;
 - ii. Entrepreneurial education;
 - iii. Innovation projects (Pre-incubation).
2. Presenting EIT Digital's vision for the future of Europe and evidence of their actions on the ground.
3. Creating momentum for EIT Digital events, generating media attention and interview opportunities ahead of, during and after the events.
4. Profiling EIT Digital's CEO and management.

Client will spend a maximum budget of EUR 10.000,- each month on the requested services (EUR 120.000,- per annum). For this budget Contractor has to deliver enough of the following actions with a minimum weight of 25 Service points per month in order to get paid the full amount of EUR 10.000,-.

Task - on request	Points:
Organize press conference with top Tier #1 and #2 media hosted by the EIT Digital CEO or management:	15
Draft a press release and disseminate it + editorial follow-up in one country:	10
Organize one background briefing with top <i>Tier #1 or #2 media</i> hosted by the EIT Digital CEO or management:	5
Adapt/translate press release and disseminate its editorial follow-up in one country:	5
Reach out and pitch interviews/stories to Tier # 1 and #2 media in one country:	5
Develop speaking notes and media briefing materials:	5
Review and pitch editorial opportunities:	5
Monthly Task	Points
Create, maintain and share with Client a media list identifying top target media in all Tier#1 countries:	5
From the agency lead branch, coordinate the agency network operations in all Tier #1 countries:	5

The Client will be invoiced every last day of the month with only one invoice for the amount of EUR 10.000,- and specification on the amount of points and activities in that month and the total amount of points and activities during the year up to that invoice. If less points are scored during a month it is up to Contractor to make sure in the end of the year the minimum of 300 points (25 per month) was scored. Less points will be settled with the invoice following December (to be sent at the latest on December 31st). Each point less than the minimum required points (or the

amount of points Contractor has offered in its tender - Section 7.2) will lead to a EUR 400,- discount per point on the end of year invoice.

Client can within the reach of this RFP in- or decrease the amount of activities/points before each new year to a maximum of 150 points above or below the originally requested points (300). As a consequence, the yearly revenue could be a minimum of EUR 60.000,- and a maximum of EUR 180.000,- per year without a necessity to start a new procurement procedure.

The Client has the right to change both the budget and the scope of the operations (services and countries) within the previously mentioned limitations in the connection of the annual agreement extensions in December.

In addition to the aforementioned: Contractor will earn (as the winning Tenderer) a first right on formulating an offer for related services to our National Node entities. These are entitled but not obliged to request an offer regarding similar services from 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 4.5. These assignments will be directly paid by the Nodes and require both an estimate and pre-clearance by the EIT Digital Head of Communications before the work can be started. EIT Digital has the right to challenge said offer, by requesting a competing offer from up to two other companies.

The fixed fee of EUR 10.000,- does not include travel expenses related to traveling outside a 25km range of Agency's Office town and accommodation. EIT Digital will reimburse said travel expenses to the Agency in accordance with EIT Digital's own Travel policy and on the basis of train vouchers and/or plane tickets (economy class), upon prior approval by EIT Digital of the travel- and/or accompanying expenses.

Price indexation following the Belgian "Gezondheidsindex" (Health Index) will be accepted starting January 1st, 2022. 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.

4.4. Requirements

We expect our PR agency partner to be keen on respecting the following principles:

- **Differentiation:** EIT Digital needs to have a clear and focused narrative explaining its unique contribution and its added value – this should be focused, rather than disparate in the breadth of issues that we talk about (avoiding information fatigue). This means the PR Agency partner should focus messaging on our unique support to entrepreneurship, innovation, and education via supporting projects on the ground.
- **Contribution:** What can EIT Digital add to the current debate that is missing and that can provide a newsworthy element? This contribution could be based on facts and figures about our work across member states or the thought leadership provided by our CEO/management or by bespoke reports and studies, retained by EIT Digital.

- Contractor should contribute to establishing trusted and longer-term relationships with journalists and other opinion leaders. These relationships should be established and nourished over time, building trust and raising longer-term awareness of EIT Digital amongst top tier media.
- Focusing on the interests of the audience: play into policy issues and stories that are already being discussed and use them as hooks to gain media attention.
- Make EIT Digital Agenda a story nationally in all Tier #1 markets: make the issues relevant for policy and political debates in the key member states (the EU countries where we have an office) and amongst relevant EU stakeholders.
- Bring to life the reality of digitization and innovation in Europe through showcasing EIT Digital partnerships and the projects we are supporting on the ground, rather than sticking to theoretical policy debates.
- Ensure consistency in our communications across channels: it is clear that any additional activity that we would support and execute would need to be carried out in coordination with our existing channels (digital and media) and messages.
- We expect Contractor therefore to communicate **in English fluently** (both written and spoken).

In order to realize valuable deliverables as described in section 4.3, Contractor must also:

- Create, maintain and share with Client a media list identifying top target media in the Tier#1 countries. The list allows the agency to execute its assignment and can be used by Client.
- Organize background briefings with top *Tier #1 and #2 media* hosted by the EIT Digital CEO or management. The country-specific top “*Tier #1 and #2 media lists*” will be defined jointly between the Client and Agency for each Tier #1 Country, based on established national categorization.
- Reach out and pitch interviews/stories to top tier media.
- Develop speaking notes and media briefing materials.
- Draft/support the draft of press releases.
- Review and pitch editorial opportunities (Securing the placement may involve an additional third-party cost which is not part of the PR agency budget).
- Generate media coverage.
- From the agency lead branch, coordinate the agency network operations, attending a weekly meeting (video call) with Client, assigning tasks internally, reporting to Client. For collaboration and project management EIT Digital is using Smartsheet project management tool).

The delivery of the services can both be ad-hoc (quick response activity) as well as plannable (long-term activity). Tenderer should be able to respond to varying demand as well as cope with a structured delivery of services. For some of the activities it will be necessary to follow the instructions of the Head of Communications of EIT Digital very strictly, while for others 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 throughout the Tier #1 countries.

Operational

- Provide their services in the focus countries France, Germany, Spain and the United Kingdom (if not UK due to possible Hard-Brexit, then Brussels' EU Ecosystem, aka the "Brussels Bubble") with experience and competence in:
 - Innovation;
 - Digitalization;
 - Education;
 - Entrepreneurship;
 - Accelerating start-ups to scaleups;
 - Clients operating in several European Union countries.
- Speed to market: Can work within a decentralized operating model and structure itself to manage delivery to different stakeholders;
- Location: preferably near an EIT Digital CLC;
- One of its country offices has to act as the lead office for the Agency, coordinating the actions of other offices.
- Value for money: Financially transparent, accountable and results driven;
- Understanding: During some activities there will be less room for innovativeness since the exact vision of EIT Digital needs to be communicated at that specific moment.
- Is able to support Client if needed in the future also in Finland, Hungary, Italy, Netherlands, Portugal and Sweden (the so-called Tier #2 countries in this RFP, see map on section 4.3) either by a branch or an affiliate office.

Strategy

- Challenging pragmatists: Agency must co-operate with EIT Digital to produce outstanding media and other visibility (incl. text production).
- 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: Tenderer can plan business decisionmaker journeys across touchpoints to produce relevant content.
- 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 PR actions: Return on investment focused effectiveness;
- Strategy and Brand abilities: capable of strategic and brand orientated work;

- Media neutral ideas: Can develop ideas that work seamlessly for all types of content multiplying each other (Print, digital, videos, brochures, Social Media).

Teams

- Balanced structure: A combination of senior and ‘frontline’ workers to get the volume of jobs done;
- Excellent operational cultural fit: Understand a technology company structure;
- Excellent operational cultural fit: Understand an internationally active education organization 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.

4.5. Current state

Client has a seven-person strong virtual dispersed communications team with global (aka EIT Digital-wide) mandates irrespective of their physical office/Node affiliations. The team contains including the following roles:

1. Head of Communications (located in Paris);
2. Web manager (Eindhoven);
3. Social Media Manager (Budapest);
4. Communications Lead Education (Eindhoven);
5. Communications Lead Events (Stockholm);
6. Communications Lead Innovations and Entrepreneurship (Trento);
7. Communications Lead Traditional Media (Helsinki).

Currently, Client is testing the use of PR-Agency services in four (4) selected EU countries with a six months long contract, ending on December 31st, 2019. The country agencies in these four countries belong to the same network. The established way of working under the current contract is functioning well, yet not set in stone. It is up to Tenderers to understand our needs and propose a mode of operation and collaboration that will serve Client’s interests best.

Client is purchasing Creative Design Agency services from an external supplier. The PR-Agency is not expected to provide any Creative Design services, deliveries and/or manage projects with Client’s Design Agency.

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. The Note of information (mentioned in section 5.4);
3. The RFP;
4. The General Purchase Terms and conditions EIT Digital
5. The 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, it 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

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. To this regard EIT Digital is also allowed to start a new procedure on the same or different requirements as it wishes, without exemption. 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'). It 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 neither 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 with internal audit services from EIT, with the European Court of Auditors, with the Financial Irregularities Panel and/or with 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 its related parties about this procurement procedure other than the single contact point mentioned in section 3.3. Violation of this instruction by 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 6.

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 it 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 22nd, 2019 17:00h CET** to EIT Digital: for the attention of Mr. Apeldoorn per **E-mail: pr-agency tender@eitdigital.eu**. Tenderer is also allowed to submit its Tender by using www.wetransfer.com. Links to the Tender via Services other than Wetransfer will not be trusted, nor opened.

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. Qualitative offer (Q1 – Q3) (own format, please be aware of the prescriptions in section 7.1);
8. Profile Key staff members (Q4 & Q5) (use Appendix 5).

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 ensures 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 legally sign the 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 risk of late receipt of the documents/the WeTransfer link, documents that cannot be opened and/or that are unreadable also lies with Tenderers. 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 offers seem to be unrealistic, EIT Digital is allowed to ask for a simple clarification. It is 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 if 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 its 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. Verification of Tenderer and its Tender

Client will verify whether Tenderer meets all requirements. As a first step to this, Client will request Tenderer to prove its compliance with the qualitative requirements formulated in section 6.4, **within 7 days after the request by EIT Digital to do so**. Tenderer can prove its compliance by sending the requested documents of proof digitally to Client. During this phase Client 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 tenderer can be invited by Client. Client will use this meeting to establish which requirements or wishes still require clarification. If it appears, during the verification meeting, that the selected Tenderer does 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 as number two is informed of the intention to award and a verification is started.

5.10. Appeals/complaints

Complaints with regard to the procedure must be sent 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). Belgian law applies to 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 sent 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.

5.11. 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.

5.12. 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 from 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 7), 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 8.

5.13. Face-to-face kick-off meeting

Contractor will organize a face-to-face kick-off meeting with Client and its core-customer team after contract signing date and before the first services can start. This meeting will take place in a location of choosing by Client. It will have a duration of half a working day to up to a maximum of one working day. During this Kick-off meeting the Client will introduce the Agency to its communications- and brand guidelines and strategy. Contractor will present its way of operations. Both parties agree on the main tasks anticipated during the first six months and the process for delivering orders and the approval of completed works.

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 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 prove this by supplying an extract from the Commercial Register (or similar).
2. Tenderer has to be creditworthy. It can prove 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 proves 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 provide PR-Agency services within at least two out of the four Tier #1 countries for one organization with a contract value of at least EUR 72.000,- a year.
 - b. Ability to deliver PR-Agency services to decentralized institutional organizations like EIT Digital. Tender has to proof this by adding a list of at least 3 institutional organizations.
 - c. Ability to understand the communication need of a commercial high-tech company. Tenderer has to proof this by adding a client list of at least 3 high-tech internationally (at least European) operating companies.
4. Tenderer has a sufficient insurance or will be sufficiently insured (starting January 1st, 2020) 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 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, 2020, 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 Qualitative sub-criterion.

The score of each Tender will be evaluated in accordance with the below mentioned award criteria.

Award Criterion	Subcriterion	Max points
Quality	Q1 – Added value - Amount and nature of extra services delivered within the fixed monthly fee (combined in all four Tier #1 countries)	25
	Q2 – Power of the network and capacity of lobbying with public affairs and cooperating with public organizations while communicating EIT Digital strategy, brand and achievements.	25
	Q3 – Operational Culture Fit	20
	Q4 – Interview senior key staff member offered as the Key Account Manager/Single Point of Contact	20
	Q5 – Interview key staff member offered as KAM/SPOC back-up	10
Total		100

In order to receive Tenders that can be compared, the number of pages - on which the Tenderer can explain its offer regarding Q1, Q2 and Q3 - must be limited to (digital so one-sided) 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 pages as indicated per sub-criterion. If more space is used, the exceedance 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.

7.2. Scoring on qualitative criteria

Q1 – Added value - Amount and nature of extra services delivered within the fixed monthly fee (combined in all four Tier #1 countries)

The minimum services (25 points per month) that Contractor has to deliver and that will result in the payment of the monthly fee are formulated in Section 4.2. EIT Digital is however very interested in any extra amount and/or nature of services the PR Agency is willing and able to deliver within said fixed fee.

Tenderer can distinguish itself by the number of extra delivered services and their nature during one month combined in all four countries. Any additional offered service must be complementary to the ones mentioned in section 4.3, their quality and scope must be equal to the ones qualifying into the minimum monthly services. If they are something else, the Tenderer must deliver a description on their content and hours needed to deliver them as to allow the Client to evaluate them. As an example, organizing interviews, press-conferences or journalist recruitments to events will be valued over circulating translated press releases.

Tenderer can for example offer 350 instead of 300 points per annum and or formulate extra relevant services and add these to the list in Section 4.2. Client expects Tenderers to provide relevant and realistic added value. Client has (in accordance to Section 5.6) the right to ask additional questions in case the added value seems to be unrealistic compared to the monthly fee. The Tenderer that offers the most (realistic) added value will score the most points.

Q2 – Power of the network and capacity of lobbying with public affairs and cooperating with public organizations while communicating EIT Digital strategy, brand and achievements.

In order to maintain and strengthen our position as a leading European digital innovation and entrepreneurial education organisation fostering a strong Digital Europe, we need to constantly rethink the way on which we communicate with all our stakeholders (partners, staff, European Union Institutions and Bodies, the “Brussels Bubble”). 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**) objectives on how it will help EIT Digital with this challenge will score best on this criterion.

Q3 – Operational cultural fit with EIT Digital

It is important for EIT Digital to know how Tenderer co-operates. Is Tenderer locally based in every European country, or does it have branch offices in some and affiliates in others? Whatever the structure will be, EIT Digital expects to work with one point of contact, coordinating the operations of the entire Agency Network (preferably close to one of our Co-locations Centres). It would be an asset when this Single Point of Contact (Key Account Manager) would also be the Head of the local Agency, so the strategic communications thoughts of EIT Digital can easily be shared.

The tenderer can distinguish itself by the number of Branch Offices in the following countries: (Tier #1) Germany, France, Spain, UK and optionally also in (Tier #2) Finland, Hungary, Italy, Netherlands, Portugal and Sweden. In the case Tenderer does not have a branch office, it can offer an affiliate agency. Tenderer with most branch offices will be ranked as highest, subject to it having a branch office in all Tier #1 countries.

Moreover, we expect Tenderer to initiate its service delivery 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.

Q4 and Q5 – Interview key staff members

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 as the Key Account Manager/Single Point of Contact managing the PR Agencies operations in the selected four countries.

1. The planned Key Account Manager/Single Point of Contact
2. The planned deputy to the Key Account Manager/Single Point of Contact

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 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 Added value - Amount and nature of extra services delivered within the fixed monthly fee (combined in all four Tier #1 countries) will prevail.

The interviews are scheduled to take place in week 49 (December 2nd – 6th, 2019) 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. We expect both Key staff members to give their input into the Interview. 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) objectives for 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 the following three members: Head of Communications and two Communications Leads, all are representatives of EIT Digital. They will individually review the Tenders on the written part of the Quality Criteria (Q1 – Q3) and score these on a 1 (unacceptable) - 10 (excellent) scale. The tenderer with the highest (average) 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)
25	25	12.5	8.3	6.3	5	4.2	Etc.

20	20	10	6.7	5	4	3.3	Etc.
15	15	7.5	5	3.8	3	2.5	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.

8. Appendixes

Appendix 1 – Company information

Appendix 2 – Information on subcontractors

Appendix 3 – Declaration of Honour

Appendix 4 – References

Appendix 5 – Profile Key staff members

Appendix 6 – Questioning format

Appendix 7 – Draft Agreement

Appendix 8 – Draft Waiting room Agreement

Appendix 9 – General purchase terms and conditions EIT Digital IVZW