Request for Proposals

EIT Urban Mobility – Workplace Service

EIT Urban Mobility - Mobility for more liveable urban spaces

EIT Urban Mobility

EIT Urban Mobility KIC LE ("Contracting Authority" or "CA")

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Spain

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eiturbanmobility.eu

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1. Overview of EIT Urban Mobility

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

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

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

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

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

- The EIT Urban Mobility S.L delivers breakthrough innovations to the market and breeds entrepreneurial talent for economic growth and improved quality of life in Europe. It does this by mobilising a pan-European ecosystem of more than 50 top European corporations, SMEs, start-ups, universities and research institutes constituted into the EIT Urban Mobility Association.
- As a Knowledge and Innovation Community (KIC) of the European Institute of Innovation and Technology (EIT), the EIT Urban Mobility S.L is focused on entrepreneurship and is at the forefront of integrating education, research and business by bringing together students, researchers, engineers, business developers and entrepreneurs. This is done in a pan-European network of Co-Location Centers (CLCs), 5 Limited Liability Companies respectively based in Germany, Czech Republic, Denmark, the Netherlands and Spain.
- We create systemic solutions that will move more people around the city more efficiently and free up public space.
- We bring all key players in urban mobility together to avoid fragmentation and achieve more.

2. General objectives and scope of work

2.1. General objectives

By the present procurement procedure, the EIT KIC Urban Mobility S.L. hereby being referred to as "the EIT UM" or as "EIT UM" is aiming to procure the Workplace service, that would cover all aspects of the Endpoint user computers and key productivity tools, including hardware provisioning and support. The workplace service is currently outsourced; the aim of this RFP and the new agreement is to consolidate and improve this model by adding key functions to the service. It is expected that the selected vendor will work very closely with EIT Urban Mobility's internal IT department to ensure a coherent service that is fully aligned with the companies' strategic roadmap. It will be expected that the vendor brings value to the company with its expertise in the field and the spirit of constant quality and service improvement.

EIT Urban Mobility currently has over 90 users (and over 115 including external collaborators). The staff is mostly based at the Headquarter office in Barcelona (Catalonia, Spain), however EIT Urban Mobility has employees in the following locations too:

- Munich (Germany)
- Prague (Czech Republic)
- Copenhagen (Denmark)
- Helmond (The Netherlands)
- Brussels (Belgium)

Due to the nature of the company, with different locations across Europe, it is critical that a vast majority of the support functions are provided remotely with the channels/tools.

Additionally, all employees are authorised to work from home, therefore the IT support to be provided should also be easily accessible to all users that are teleworking.

The overall goal of the service, to be contracted with this process, is to provide an integral IT Workplace support. This includes dealing with all incidents regarding IT components (hardware & software) regarding the employees' workstations (mainly laptops with standard peripherals). Mobile phones support and management are not included in this service.

EIT Urban Mobility has an internal IT Department that, led by the Head of IT, is primarily focused on solving strategic IT issues and customizing critical business tools, therefore, the company is looking for an IT partner to outsource the support for their primary IT devices.

Although the primary focus of this service is to provide support for EIT UM IT Endpoint services, it is also expected that the winner of this RFP provides an integral service including Workplace Management, Reporting, Quality Assurance, Process Automation, Data Contingency plans & Data backups. Additionally, Hardware provisioning and Management will also be expected. The following sections of this document include

There are three critical areas to cover with this Request for Proposal. They have been grouped in the following Work Packages (WP):

SERVICE WORK PACKAGES:

- WP 1: Workplace Service
- WP 2: Hardware Management
- WP 3: Software Licensing (optional)

Although the different activities have been grouped in the three Work Packages listed above, all of them should be covered together providing an aggregate coherent service. In other words, these three WPs will be assigned to the winner of this request for proposal as a single service. The separation of activities in WPs responds to an internal accounting treatment exclusively.

EIT Urban Mobility is currently purchasing its main licenses directly through the main vendors at standard retail prices. In WP 3, as an additional option, the company is including the Software Licensing procurement and management, of the main workplace software products, as an optional WP of this request for proposal, aiming to obtain price discounts.

EIT UM will not restrict the use of third parties for specific tasks of the WP listed above. One-level subcontracting will be authorised for very specific tasks or small projects. Additional subcontracting (2nd level and beyond) will not be authorised.

Regarding the expectations to cover with this process, here are under listed some of the functions expected to be provided in a coherent manner by the winner of this request for proposal document. This list is not exhaustive, it is only meant to give a first impression on the activities to be

- Assurance that all IT Endpoint services are running properly, ensuring users 'satisfaction.
- Offer remote and on-site (at Barcelona HQ) Endpoint Services to users, with a wide business hours Service Desk.
- Different technological fields expertise covered with staff with extensive technical experience, for any new need that may arise.

- IT Hardware management, support & provisioning for the primary IT assets (laptops, screens, keyboards, mice, headsets, etc.)
- Measure the service quality and provide service reports on a regular basis (at least monthly)
- Define and execute service improvements based on recurring issues, tool upgrades and general IT expertise. These improvements must be realistic and measurable.
- Access to expert support for the key tools (main productivity, security)
- Manage the IT onboarding & offboarding processes
- Manage the Company's IT inventory (Hardware & Software)
- Work in collaboration with EIT UM IT Department to ensure IT Data Security and Privacy
- Ensure that the defined EIT UM IT Policies are followed
- Provide faster responses to escalations coming from the IT Department for critical issues (big impact or VIP issues).
- Ensure that the agreed SLAs are achieved monthly.
- Options to develop Process automation to support internal teams and functions. These automations must be developed in the corporate preferred solutions (mainly in Microsoft's Power Platform).
- Options to use purchase software licensing (if potential discounts are available as resellers or preferred partners)

2.2. Detailed scope of work

This section provides further details on the different WP included in this RFP.

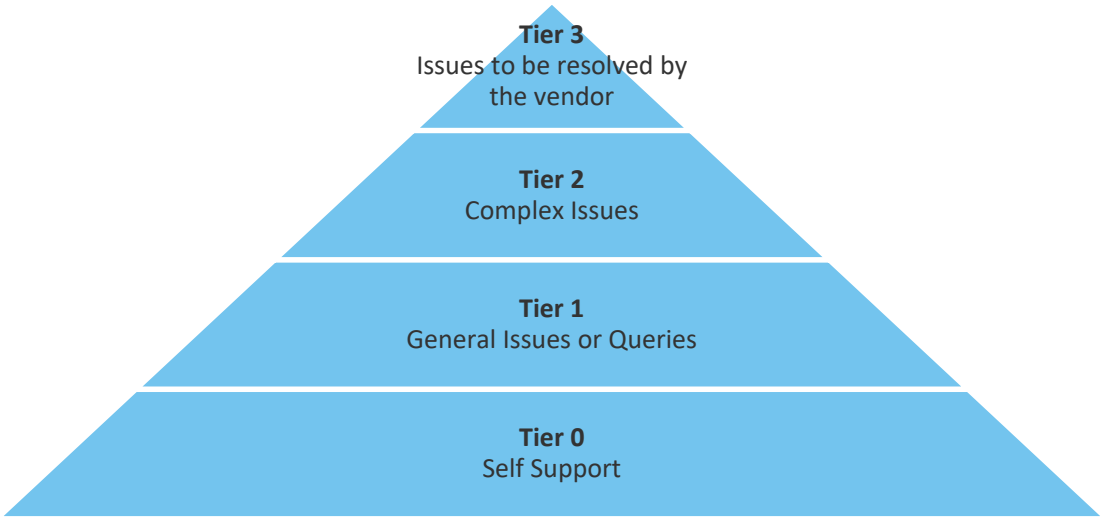
2.2.1 - WP 1: WORKPLACE SERVICE

This section provides all the details for the different elements that compose the Workplace Service.

2.2.1.1 - Support Service Model

EIT Urban Mobility would like to ensure that all requests submitted are resolved on a timely and organised manner. In this document the company will not define the structure of the support teams to manage the IT issues, but it reflects an example of the support model expected by the provider. EIT UM basically expects a ServiceDesk organised with a multilayer approach (example below), but it is open to alternative approaches as long as the right support is provided.

Example of a multi-layer support model / Service Desk:



Although the EIT UM will not require a specific model to provide IT support, it will require two basic pieces of any outsourced IT support model: a ServiceDesk Team and a Service Manager:

- ServiceDesk & Admin Team:
  - Tier 0 should be defined by the optimisation of the End Point services and by defining FAQ with the aim of:
    - Avoiding issues (based on metrics from the systems and applying prescriptive & predictive measures)
    - Providing a solid FAQ section to end users for self-support
  - ServiceDesk includes Tier1 and Tier 2 in the pyramidal graph above, with different main focus areas
    - Tier 1 is meant for the general End User support and Documentation
    - Tier 2 will be focused mainly on the administration of the service (MAM/MDM, Policies, Email, SharePoint, Data Back-ups, configurations, etc.) and will resolve only complex Issues or queries
  - Team with IT knowledge and tools to provide support to all IT queries coming from EIT UM employees
  - The team must be properly dimensioned to cover the issues reported by the employees during the agreed service hours (see below)

Basic figures for initial service dimensioning reference:

- *The EIT UM internal staff (in September 2021) is: 100 employees approximately*
- *EIT UM external collaborators (in September 2021): 35 collaborators approximately*
- *The number of tickets opened monthly in 2021 is: <45 tickets/month.*

  - A member of the ServiceDesk will be required eventually at the HQ Offices in Barcelona for the following actions:
    - IT Onboardings & Off boardings
    - Peripherals configuration at the HQ
    - Complex issue resolution (face-2-face with the end user)
  - All contacts with employees must be reflected in a ticketing tool, recording all interactions between the ServiceDesk and the EIT UM employees.
  - All members of the ServiceDesk must be able to communicate effectively in English. The following additional languages will be a plus: Spanish, French & Deutsch.
  - The ServiceDesk must Accessible entry point for users' requests regarding IT issues, regardless of their location (HQ, other European Hubs, or from end-user's home).
  - It is expected that different expertise and knowledge layers will be available, allowing complex queries to be escalated internally and externally.
  - Strong knowledge about Microsoft products (Windows10, M365, Intune, SharePoint) is a must.
  - Proper management of all relevant service documentation will be required (i.e., FAQs)
  - Tier 3 responds to access to premium vendor support
    - Since many elements of EIT UM workplace service use Microsoft solutions, access to Microsoft Premier Support is highly recommended.

- Service/Account manager:
  - Qualified and capable professional acting as the main focal point for EIT Urban Mobility's Head of IT & the COO
  - Escalation contacts for relevant / urgent queries
  - Main responsible of the service compliance & service improvements
  - Generate and provide the service reporting (at least monthly)
    - Reports must clearly reflect the overall activity of the service
    - Timesheets and time dedication reports will be required

- Focal point for all financial information, including potential additional services to contract from third parties
- Ensure SLA compliance
  - In case of SLA incompliance, penalties will be applied (see sections "2.4.1. Service Level Agreements and KPIs")
- Make proposals for improving services, or projects to fulfil new requirements, based on the data collected and the needs of EIT Urban Mobility.
- Organise and lead recurring meetings with EIT Urban Mobility management to monitor the service.
- Deal with software and service providers, such as backup service for Microsoft 365 environment or any other software that required license purchasing.
- Advise on aspects related to the services covered by the contract (e.g.: evolution of technology platforms).

2.2.1.2 - Service Functions

Here are under listed some of the functions expected for this service:

- Laptop's configuration and management
  - Operating system and software: installation, configuration, and maintenance
  - Support for operating system and antivirus updates and settings
  - Support in software installation
  - Connectivity problems (Wi-Fi, printers, mobile hotspot, LTE…)
  - Use of peripherals and devices connected to them
  - Any other issue affecting the normal operation of the corporate laptop or peripheral
  - In case of hardware failure, warranty claims will be submitted, and a replacement device will be configured

- Productivity software in Microsoft365 environment and Microsoft cloud
  - Users and groups management
  - Management of folders structure according to current EIT Urban Mobility needs
  - Folders' creation and detailed permissions management
  - Mailboxes management and configuration
  - Any issues with distribution lists

- M365 productivity software best practices and UX support

- Administration: Global Admin of the Microsoft 365 Admin centre
  - Devices remote management with MAM/MDM Software (Intune)
  - Definition of policies and general computer configuration
  - Operating System updates centrally managed (testing, validation & rollouts)
  - System security checks & validations
  - Email service environment and its domain management
  - Domain renewal with provider
  - Configuration of approval workflows
  - Any issue related with licenses needed

- Documentation:
  - Manual for users how to request support.
  - Onboarding & offboarding procedure.
  - Operating procedures for with EIT Urban Mobility administrators.
  - Tutorials for on boarding and for staff on using IT tools.
  - Webinars as requested by EIT Urban Mobility
  - Documentation for administration, configuration, and operating procedures.
  - Setup and configuration of the laptops.
  - Steps of the recovery procedure to follow in case operating system does not respond.
  - Laptops' inventory (logical inventory from Intune & physical inventory with of all EITUM IT assets).
  - Maps of the implemented architecture.
  - Documentation of Microsoft 365 configuration environment

- Data Back-Ups & restoration of deleted folders
  - Provide restored back-up data following a demand from end users

    More details on section 2.2.1.5 of the present document

2.2.1.3 - Service Availability

The Service Desk will be the single point of contact for EIT Urban Mobility users to support the endpoint IT services. Service demands (enquiries, requests, and incidents) may be made at the ServiceDesk related to all IT services detailed in this document

Working hours (in CET):

The expected working hours when the support service shall be available are:

- Monday to Friday (in HQ-Barcelona working days except August): standard support from 8h to 20h.
- Weekends and bank Holidays (local bank holidays in HQ -Barcelona): basic support for urgent escalations only from 9h to 18h (if any, will be sent directly to the Service Manager)

Contact channels

EIT UM does not restrict any of the usual IT support channels for this service, however it will be required to properly report each incident or request received by the support team, hence the ticketing tool seems a solid choice to start providing the service.

- Web / ticketing tool
  - The ticketing tool must be an easy-to-use web application, that facilitates registration, assignment, monitoring, communication between the parties.
  - The tool should be integrated in the company's Intranet
  - Tool integrations in existing systems will be a big plus (i.e., ticketing tool in Teams)
- Email
  - Email should be the main channel for escalations and for urgent requests
- Phone
  - Must be a standard phone, not a special number (i.e., +34 902XXXXXX in Spain)
- Chatbot (optional)

2.2.1.4 - Technology to Support

EIT Urban Mobility has already the key IT tools that are currently managed. Although some tools could be changed in the future, depending on the IT strategy defined by EIT UM IT Department, the following tools are considered essential for the company's productivity.

All tools (or an equivalent software defined by EIT UM) should be managed as part of the Service Management to contract in this RFP. The most relevant are listed in the following table:

Type/Function	Product Name	Vendor
Operating System (user endpoints)	Windows 10 / 11	Microsoft
File Storage & Sharing (personal)	OneDrive	Microsoft
File Storage & Sharing (groups)	SharePoint	Microsoft
EIT UM Intranet	SharePoint	Microsoft
EIT UM Extranet for Partners	SharePoint	Microsoft
EIT UM Extranet for Collaborators	SharePoint	Microsoft
Communication (Video Conferencing/chat)	Teams	Microsoft
MAM & MDM	Intune	Microsoft
Application portal for Employees	Company Portal	Microsoft
Process Automation	Power Automate (Power Platform)	Microsoft
Reporting Database	Dataverse	Microsoft
Endpoint Antivirus	Defender	Microsoft
Additional Security Protection	Security Essentials	Microsoft
Main Productivity Software	Microsoft 365	Microsoft
Email client	Outlook	Microsoft
Diagrams & Flow Design	Visio	Microsoft
Trainings (specific internal trainings)	Moodle	Moodle (Open Source)
Main Data Back-up (One Drive, SharePoint)	Veeam	Veeam (Gigas)
Business Intelligence	PowerBI	Microsoft
Other Productivity Software	Foxit PDF	Foxit
File Compressor	7Zip	7z (Open Source)

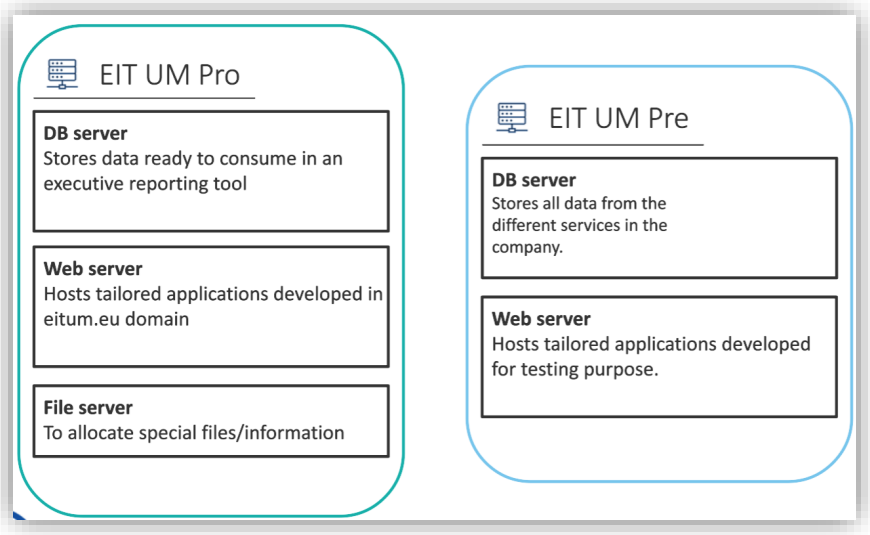
Internet Browser	Edge	Microsoft
Internet Browser (optional)	Chrome	Google
Internet Browser (optional)	Firefox	Mozilla (Open Source)

The software listed in the table below shows the actual preference, however additional software is directly managed by the internal IT Department of EIT UM. Here is under a list of technologies that will be managed internally. They would not be included as part of the daily activities of the service to be contracted with this RFP, however it will be expected that these technologies run smoothly in the IT devices and systems managed by the winner of this RFP:

Type/Function	Product Name	Vendor
CRM	Podio	Citrix
Virtual White Board tool	Mural	Mural
Digital Signature	Adobe Sign	Adobe
Digital Signature (internal processes)	Signaturit	Signaturit
Large Webinars	Zoom	Zoom
Organisation & Planning	Doodle	Doodle

It is worth to mention that EIT Urban Mobility is currently using a web solution to manage its Grant Management Cycle (the grant process to finance activities to its partners or KAVA leaders and monitor all the elements and financial information involved in the process). The tool in use is Plaza and its developer is Beleza. This tool is very specific and might be replaced in the future depending on cross-KIC initiatives. EIT Urban Mobility would like to centralise the hosting of this specific tool with the winner of this RFP (section 2.2.1.8 of the present document).

Finally, EIT Urban Mobility has recently developed a small Cloud Server Architecture to be able to host its critical Web developments. The server also contains a Central Database that is fed with the corresponding ETL functions. The technology used for the internal Database is man



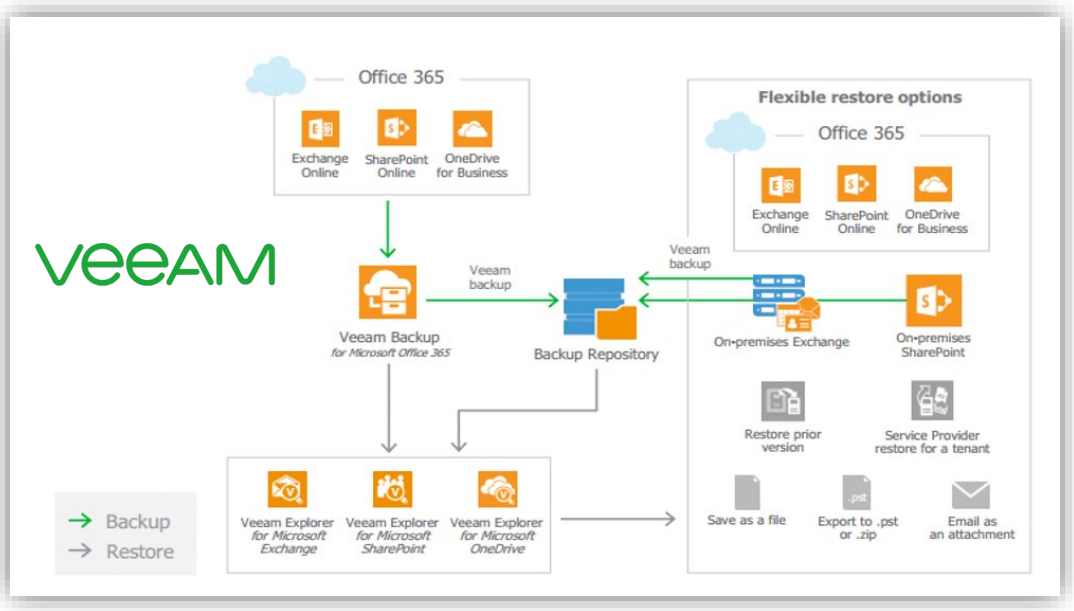
2.2.1.5 - Data Back-Up

Backup solutions for Microsoft365 and SharePoint data are required in addition to the standard back-up service provided by Microsoft.

- Data to be stored: mailboxes, personal folders, group folders (covering both OneDrive and SharePoint files).
- If any database is included in the folders, an export will be done daily to be sure it can be restored in case it is needed.
- A complete (full or incremental) Backup executed every night from Monday to Friday and once in weekend.
- The backup provider will send a report daily to confirm it has been done properly.
- Option to ask for the recovery of only a file or mailbox, or the whole backup restoration through the corresponding request at the ServiceDesk.

EIT Urban Mobility is currently using Veeam to back-up its users' data and the information loaded in the SharePoint. Here is show below a schematic of the backup architecture.

A disaster recovery plan must be properly defined and updated as needed. All scenarios of potential threats, impact & mitigation actions must be defined and tested at least two times yearly. Due to the criticality of this.



In case that a tool migration is proposed, EIT UM will require a detail project plan and a guarantee that no data will be lost during the information transfer.

2.2.1.6 - Quality Assurance

EIT Urban Mobility would like to define a strong bond between its internal IT Department and the ServiceDesk to be contracted with this request for proposal with the aim of building "service ownership". EIT UM is expecting that the winner of this process will provide a quality service that will be constantly reviewed. Quality assurance best practices will be required and measured to ensure that the service provided improves.

Here are under examples of the **Quality Assurance Best Practices** that will be expected during the execution of the service:

- Issues evaluation and reporting to identify patterns.
    - These reports will be submitted to EIT UM IT Department.
- Create remediation measures for recurring issues including:
    - Modification of configurations/tools to remediate recurring issues
    - Documentation and FAQs to inform users
    - Challenging existing processes and defining new

- Identifying areas of improvement with measurable actions on a timely manner
    - A report with suggestions for improvements will be required every two months
    - The actions to take will be validated with EIT UM IT internal team
- Ensure that all incidents are resolved on a timely manner without SLA breaches
- Campaigns and metrics to measure the End User Experience
    - Measure the end user satisfaction after closing the request received in the ServiceDesk.
    - Follow-up email can be sent to all employees with a simple survey (1-5 stars)
- Campaigns to enhance the End User satisfaction
- Pro-active measures to improve the End User Experience
- Propose plans for mid & long-term service improvements

2.2.1.7 - Process Automation

In addition to the usual Service elements described in previous sections, **EIT Urban Mobility is willing to take advantage of current technologies to eliminate the "non-value-added" tasks**. The company has recently put efforts in developing automations in two critical systems: the CRM and the CMS for Partners.

The main automation technology that EIT Urban Mobility is using is Microsoft's Power Platform. We intend to continue using this technology with Power Apps and Flows to minimize manual and repetitive tasks.

EIT UM will require that the winner of this RFP has direct access to knowledge about this particular technology. A few examples of processes to automate with this technology are:

- Automated generation of documents with information recorded in a DB
- Automate flows with actions from different tools

- Design flows with Approval processes
- Automated data integrations
- Automate tasks related to Onboarding & offboarding processes
- Automated file loading and classification

EIT UM will consider these Automations as Developments and will assume that they will incur an extra cost. Some Automation requirements will be directly requested from the IT Department, and it is expected that some automation proposals will be submitted by the winner of this RFP. There is more information about the corresponding billing options in section 2.5

All activity that will incur an extra cost (like these automations) will be required to be validated by the Head of IT of the COO of EIT Urban Mobility.

2.2.1.8 - Tool Hosting & Other Optional Services

Additionally, EIT UM requires to provide the hosting of a singular web tool. The mentioned software is a web application that the company uses for core activities of the Grant Management cycle.

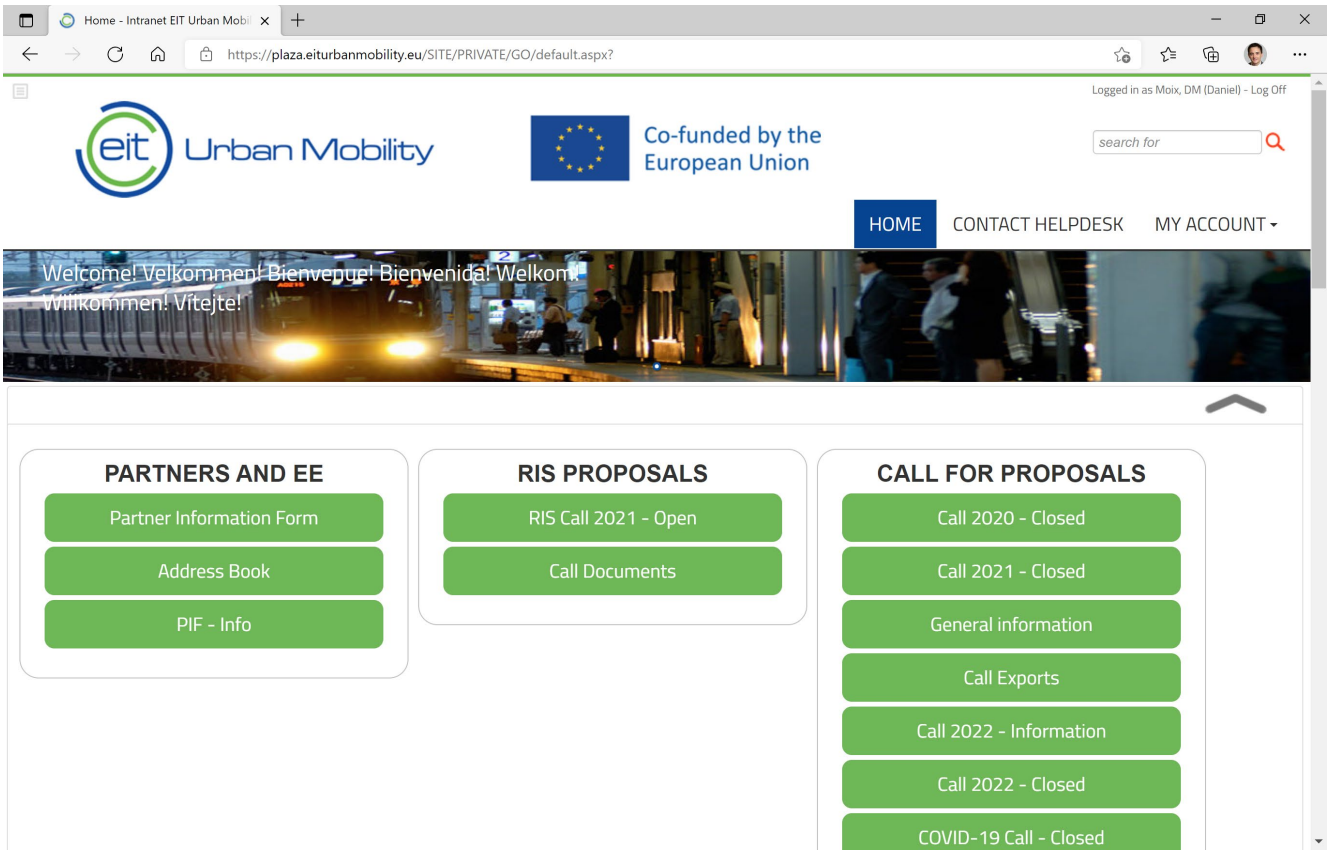
From a technical, the application requires two virtual servers with the following specifications:

- Two Virtual Machines with the following configuration:
  - 16 Gb RAM
  - 2 CPUs
  - 150 Gb SSD

The tool to host will be used only temporarily and other solutions are generally hosted in EIT UM own servers, therefore this service requirement might be removed during 2022 or following years.

In case of a server migration, the tool must be transferred minimising the service interruption and agreeing the transition with the donor provider. It would be expected that the data migration does not take place during business hours.

The following figure shows the home screen of the website to host as part of the overall Service to be contracted with this RFP.



2.2.2 - WP 2: HARDWARE PROVISIONING

This WP describes the technical requirements and other service considerations for the Hardware provisioning. As previously mentioned, the company is willing to define a partnership relationship with an IT provider that can provide an integral Workplace solution. In EIT UM view, the workplace starts with the procurement of the right hardware and ensure that all the software around it fulfils the employee's needs.

EIT UM has already provided the hardware to most of its employees, however new onboardings will take place in 2022 and additional hardware will be required. Additionally, the company has decided to homogenise the end-user devices with Microsoft Surface Pro models, to enhance the end user experience with an optimised set of Software and Hardware.

EIT UM is willing to consolidate and homogenise all laptops, therefore initiatives of purchasing the current Dell laptops (used models with 1 or 2 years of use) and replacing them by current devices will be a big plus.

Additionally, the company will expect exploring alternative options for hardware management (i.e., device renting, DaaS: Device as a Service).

The procurement of these devices will be initiated by the Internal IT department at EIT Urban Mobility.

2.2.2.1 - Functions

The main functions expected for the hardware provisioning and management as part of the overall Workplace service are:

- Hardware catalogue definition and maintenance
- Inventory management
- Procurement of selected Hardware devices
- Warranty management
- Issue resolution
- Peripheral's procurement and drivers' optimisation

2.2.2.2 - Technical Requirements

The hardware specifications are detailed in the following table.

The company has already selected Microsoft's Surface Pro model as the main device for its employees. However, in early stages of the company Dell laptops were purchased and these other devices will need to be maintained.

Portable computer	Minimum laptop base configuration
	Full time employee's laptop • Microsoft Surface Pro 7+ (or equivalent updated model) • Processor Intel ® Core ™ i7 vPro / Processor Intel ® Core ™ i5 vPro • Memory 16 GB DDR4. • 256GB SSD Hard Drive • 10/100/1000 Ethernet Connection. Ethernet wireless connection 802.11a/b/g/n/ac (2x2) Bluetooth. • Ports: 1 USB port (1 USB 3.0 port at least); 1 Digital USB-C port, Internal Mobile Broadband Card • Webcam, speakers, and microphone • Keyboard (Spanish, English, German, Danish, Czech, Dutch, as appropriate in each case) • Long battery life (> 5hr) • Weight: Maximum weight: 1,2 Kg. with batteries. Lesser equipment will be valued • Touch screen display between 12" and 13" with LED backlight (1920 x 1080) • 3 Years Hardware Warranty onsite and International Service

	• Operating System: Windows 10 Pro English (Microsoft Defender/Essentials included) / Windows 11 • Trusted Platform Module Cryptoprocessor 2.0 (TPM 2.0)

External components	Minimum configuration of external components
	• Monitor from 23.5" to 24" with the appropriate cable (i.e., DELLP2419H Monitor 23,8") • Docking Station with USB-C interface (it must be guaranteed power for the laptop and connection with the different external components requested. It must allow the connection of two monitors) (i.e., Kensington SD4700P USB-C and USB) • Wired Keyboard and Mouse (Spanish, English, German, Danish, Czech, Dutch, as appropriate in each case) (i.e., Microsoft Wired Keyboard 600, Microsoft Basic Optical Mouse) • Wireless Keyboard and Mouse (Spanish, English, German, Danish, Czech, Dutch, as appropriate in each case) (e.g. DELL KM713) • Headsets with active noise cancellation (i.e., Epos I Sennheiser Impact SC 260 USB) • Compact professional backpack for the requested laptop (i.e., Dell Professional 15) • USB C Hub with HDMI output

- The keyboard language of the laptop and the Keyboards (Spanish, English, German, Danish, Czech, Dutch, as appropriate in each case) shall be defined, depending on the requirements.
- Certificates and approvals: The corresponding equipment covered by this contract shall comply with the criteria of environmental sustainability throughout the product life cycle, ergonomics, and energy efficiency. The equipment offered must meet the most recent certifications TCO, Energy Star, EPEAT or equivalent, as well as the norm of environmental management ISO 14001 or equivalent in their manufacturing processes. Level of noise shall be according to ISO 7779, 9296 or equivalent.
- The laptop to be supplied must include the manufacturer's warranty with international coverage for three years. The management of the warranty will be managed from any location in Europe. The warranty of the external components must be detailed. The warranty of the laptops shall be provided by the manufacturer, notwithstanding that it is managed by the supplier company. The methodology and contact data, for the management of the warranty of the adjudicated equipment, shall be detailed by the Supplier.

2.2.2.2 - Location and shipping

- EIT UM requires that the assignment is set up and coordinated from Spain (HQ in Barcelona), however the delivery of the equipment may vary in between all EIT UM Hubs.
- The Supplier provides shipping services in European countries. The final shipping address for each delivery will be confirmed by the EIT UM IT department.
- The shipping of the goods will follow the corresponding demand after employees' onboardings or for hardware replacements.

    Shipments must be completed within the 3 working days after the request from EIT UM IT department. In case of stock issues, alternative product of similar characteristics can be provided after the approval of EIT UM IT department submitted via email.

2.2.3 - WP 3: SOFTWARE LICENSING

This WP is an optional feature of the current RFP, but EIT UM will consider very positively that the winner of this RFP is able to cover all WPs.

EIT UM is currently purchasing the main Workplace productivity software directly from the main vendors ate retail prices. The company is aware that there are several service providers that can offer discounts on the products. EIT UM is taking the opportunity with this procurement process to get access to software licensing at discounted prices.

The company has decided to build some most of its productivity functions around the ecosystem that Microsoft offers. The company requires that its future Workplace Service provider has deep knowledge about Microsoft's productivity toolset. Regarding licensing, the company is only pursuing to outsource the purchasing of Microsoft software.

The table below shows the products that the company is willing to contract through the winner of this RFP process:

Product	Vendor	# Licenses (approx.)
Microsoft 365 Business Premium	Microsoft	100
Microsoft 365 Business Standard	Microsoft	10
Microsoft 365 Business Basic	Microsoft	35
Power Automate Pro	Microsoft	3
Visio	Microsoft	9

PowerBI Premium	Microsoft	17

Additionally, the following products is also required:

Product in Azure Platform	Vendor
• SQL Server VM • Azure Storage • Azure SQL DB • App Services	Microsoft

2.3. Location, timing, planning and reporting

The provision of the service includes **three main phases** which are:

- **Onboarding Phase:** Phase of capturing the knowledge of IT services in use at EIT Urban Mobility, in which the supplier gets the information necessary for the subsequent provision of the services.
    - IThinkUPC is the current service provider, in case of Service Transition, both parties must be properly aligned to ensure a smooth service transition.
- **Ongoing Phase:** Regular execution phase of the service, during which the RFP winner offers the service, as detailed in previous sections of the present document.
- **Offboarding Phase:** Service return phase, in which the supplier returns the service either to EIT Urban Mobility or to the new successful bidder.
    - The supplier (and winner of the present RFP) will transmit to the new provider all the technical documentation and information necessary for the correct provision of the service, with the detailed information of the laptops inventory (CMDB/Intune), and will carry out an orderly transfer of all open topics to ensure their continuity. It will be executed during its last month of contract, in case of interest of all parties, in order to facilitate this transfer.

At the beginning of the new service provision, the exiting supplier will support the new provider, with no direct responsibility for the services, for the period of 2 weeks.

The intended dates for the service migration (with the corresponding IT shadowing and trainings), if applicable, are:

- 20/12/2021 – 31/12/2021.

With the proposed phases, transfer / return plans will not involve any discontinuity in the provision of the service for EIT Urban Mobility

2.3.1 Start date & period of implementation

The intended start date is, at the latest, 1 January 2022 and is expected to last, at the latest, until 31 of December 2022.

EIT Urban Mobility intends to use the direct award procedure with the winner of the present procedure for covering the needs of additional 12 months in the course of 2022- 2023 once the budget is known and all resources of the present contract are used up.

2.3.2 Location

This project doesn´t have a specific office location during the implementation – the provider should mainly provide assistance from his/her home base of operation. We intend to work under a virtual environment as an organisation. Video conferences and telephone conferences are preferred options for team meetings.

As mentioned in previous sections of this document, it is expected that the corresponding IT support is provided remotely for most cases. However, physical presence in HQ (Barcelona) will be required for:

- Employee onboardings
- Employee off boardings
- Complex issues
- Assistance with hardware configuration in the HQ office (screens, keyboard, mice & other peripherals)
- Physical hardware inventory

On a needed basis, the provider can be called for specific assignments either to EIT Urban Mobility or its Innovation Hubs or to its partners or any other project site designated by EIT Urban Mobility. All costs borne for such travels shall be subject to reimbursement detailed later by EIT Urban Mobility if justified. The physical presence in the office will be agreed with the internal IT department.

2.3.3 Payment terms

Available maximum fund for the requested services is 271,000 EUR (VAT excluded).

The services should be invoiced on a monthly basis, including specific timesheets.

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

2.4. Methodology of work

The tenderer is requested to propose the best operational structure for the management in his/her proposal including the proposed expert(s), their background and experience:

- An overview of how his/her experience and qualifications meet the requirements detailed under point 2.1, 2.2. and 2.3. above.
- Two examples of a similar service provided to other companies with description of approach and methodology.
- Name and CV of the participating individual(s) and in addition, the organisational chart of the expert team, presenting the best proposed approach for the implementation of the contract.

EIT UM expects good practices regarding the methodology used from the IT partners. More specifically, Agile and Lean Six Sigma methodologies.

2.4.1 Service Level Agreements

EIT Urban Mobility will define a set of basic Service Level Agreements (SLAs) to measure the basic parameters of the service's quality. The values listed in this document are a first iteration and they could be amended in the future if there is a mutual agreement between EIT UM and the future service provider.

2.4.1.1 – SLAs definition

The following table shows the basic SLAs for the different areas of the overall service. This table is a first reference. The final list will be included in the contract with the winner of this RFP process.

The SLA reference values with a time unit (hours or days) apply to 98% of the cases/tickets received.

The working hours are defined in section 2.2.1.3 of the present document and the location reference for the service is HQ (Barcelona, Spain).

SERVICE	SLA CODE	SLA DEFINITION	SLA VALUE	UNIT
ServiceDesk	SD01_TTA	Time To Assign request to the ServiceDesk.	<2	Business Hours
ServiceDesk	SD02_TTR	Time To Reply request to the ServiceDesk.	<4	Business Hours
ServiceDesk	SD03_TTS	Time To Resolve a request received at the ServiceDesk.	<2	Business Days
ServiceDesk	SD04_TBL	Weekly backlog of unresolved incidents.	<3	Tickets (at weekly closure)
ServiceDesk	SD05_TTC	Time to Close a request (if no required feedback from users is received)	<5	Business Days
ServiceDesk / Service Manager	UR01_TTR	Time to respond urgent request to be resolved (VIP user or high impact). Time to respond.	<2	Business Hours
ServiceDesk / Service Manager	UR02_TTS	Time to Resolve (issue resolution or mitigation actions in place) for urgent requests (VIP user or high impact).	<1	Business Day
Quality Assurance	QA01_PRI	Number of process improvements	>2	Processes/month
Quality Assurance	QA02_DOC	Number of new processes for service improvement properly documented (inc. FAQ section if required)	>2	Processes/Month
Quality Assurance	QA03_UXS	End user satisfaction. Responses to follow-up email after ticket resolution.	>4	Escale (1-5)

2.4.1.2 – Penalties for SLA breach

In case of SLA breaches the following penalties will be applied depending on the corresponding impact:

- SLA breach:
  - For all SLA code listed in the previous section, except UR01_TTR and UR02_TTS.
    No direct penalty applies

- Severe SLA breach:
  - 2 or more SLA breaches in a month; or
  - breaches on UR01_TTR or UR02_TTS; or
  - Single SLA breach in 3 or more consecutive months
    Penalty: A% (*) discount to be applied in the monthly invoice (WP 1)

- Recurring Severe SLA breaches:
  - 3 or more consecutive months with Severe SLA breaches
    Penalty: Additional B% (*) discount to be applied in the monthly invoice (WP 1)

    (*) A & B values must be detailed by the service provider in the response of this RFP. Minimum values:
    - *A >= 5%*
    - *B >= 10%*

2.5. Deliverables

The following deliverable will be expected for the Work Packages described in the present document:

- Monthly Service Report:
  - This document is expected to be provided by the Service Manager to the IT Department
  - Submission date: by the 10th of each month
  - The report must include -at least- the following information:
    - SLAs and additional KPIs to reflect the status of the service
    - Descriptive analysis on Incidents and queries received at the ServiceDesk
    - Software catalogue updated with Licenses in Use
    - Hardware catalogue updated with all devices assigned to EIT UM employees
    - Status of the cloud infrastructure and virtual servers (i.e., Plaza's hosting)
    - Data usage and capacity report (backups and data servers)
    - List of onboardings & offboardings

- List of security threats and actions taken
- Description of the Service Improvement and Quality Assurance measures (at least 2 monthly)
- Report of Developments' status (i.e.; automations in EITUM's PowerPlatform)
- Monthly financial report (description of monthly costs to be validated by EITUM)
- Dedication report with tasks completed and the resources used (i.e., FTEs dedicated to a development)

3. Proposal Process

3.1. Proposal Schedule

	DATE
Post RfP on EIT UM public website	2 November, 2021
Deadline for submitting proposal	29 November, 2021
Intended date of notification of award	3 December, 2021
Stand still period	10 days
Intended date of contract signature	14 December, 2021
Intended start date of the contract implementation	3 January 2022

3.2. Participation

Participation in this procedure is open to all interested applicants.

3.3. Submission of proposal

Proposals are requested to be emailed in written form, **in English** to the following address until **the deadline of 29 November 2021**, 16:00 Central European Time, to:

Contact name: For the attention of Mr. Daniel Moix, Head of IT at EIT URBAN MOBILITY.

E-mail: procurement@eiturbanmobility.eu

The proposal shall contain:

a. The technical response to the services requested (see Section 2.2: 'Detailed scope of work')

b. The financial offer (the price for the service.) The financial offer must be presented in **EUR**. The price must be indicated as net amount, excl. VAT)

The email including the proposal from the bidder should be sent and delivered by 29 November 2021, 16:00 Central European Time.

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

3.4. Minimum requirements

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

- Tender Submission form and Tender declaration form (Annex 1.2 and 1.3) together with supporting documents evidencing the legal name of the Tenderer (copy of the official documents showing the name of the natural person or legal person, the address of its head office, and the registration number given to it by the national authorities);

- An administrative part including all the information and documents required by the EIT UM for the evaluation of the tender on the basis of the exclusion and selection criteria set out below;
- Bidders must provide their comments in writing to the contract agreement terms of EIT UM (Annex 1) and in case they are proposing any amendments to the terms and conditions, they have to submit their proposal in their offer. Any amendment requests after the tender submission deadline and the notification of award shall not be accepted or discussed. EIT UM is not obliged to accept any amendment requests, proposed modifications nor contract templates.

IMPORTANT: financial estimations must be provided as follows:

- WORK PACKAGE 1:
  - Workplace Service support:
    - Support, Admin & QA Costs: total service cost per month (€/month)
    - Automation and other Developments: development cost per hour (€/hour)
  - Hosting (Plaza web app):
    - Total service cost per month (€/month)

- WORK PACKAGE 2:
  - Hardware provisioning & shipping
    - Unit cost (€)

- WORK PACKAGE 3:
  - Software Licensing
    - License cost (€)

Responses to this RFP that do not include the costs using the format above will be discarded

3.5. Validity of the proposal

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

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

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

3.6. Additional information before the deadline for submitting proposals

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

Contact name: for the attention of Mr. Daniel Moix, Head of IT at EIT URBAN MOBILITY.

E-mail: procurement@eiturbanmobility.eu

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

3.7. Cost for preparing proposals

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

3.8. Ownership and confidentiality of proposals

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

The potential or actual supplier should accept that during the implementation of the contract and for four years after the completion of the contract, the CA has the right for the purposes of safeguarding its financial interests that the proposal and the contract of the supplier may be transferred to internal as well as external audit services.

3.9. Clarification related proposals

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

3.10. Negotiation about the submitted proposal

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

4. Evaluation of proposals

4.1. Exclusion criteria

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

a) it is bankrupt, subject to insolvency or winding-up procedures, where its assets are being administered by a liquidator or by a court, where it is in an arrangement with creditors, where its business activities are suspended, or where it is in any analogous situation arising from a similar procedure provided for under national laws or regulations;

b) it has been established by a final judgment or a final administrative decision that the Tenderer is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;

c) it has been established by a final judgment or a final administrative decision that the Tenderer is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the Tenderer belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes a wrongful intent or gross negligence, including, in particular, any of the following:
   i. fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;
   ii. entering into agreement with other Tenderers with the aim of distorting competition;
   iii. violating intellectual property rights;
   iv. attempting to influence the decision-making process of the contracting authority during the procurement procedure;
   v. attempting to obtain confidential information that may confer upon it undue advantages in the procurement procedure;

d) it has been established by a final judgment that the Tenderer is guilty of fraud, corruption or money laundering.

4.2. Award criteria

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

The award criteria will be examined in accordance with the requested service/support indicated in Section 2 of the document, and ensure best value for money by applying the below equation:
The technical score is calculated based on the assessment rating below:

DESCRIPTION	SCORE
Description of the aggregated **Workplace IT Service to be provided following the requirements** listed in the RFP. Technology expertise must be detailed in each section. Detail how the methodologies listed in the document would be applied to enhance the service. Describe how the listed Work Packages will be provided as an integral solution. The highest ranking will receive 25 points, 2nd 15, 3rd 5, 4th 1.	Max. 25 points
Description of complementary services that could also be delivered to enhance the overall Workplace Service. The highest ranking will receive 10 points, 2nd 5, 3rd 2, 4th 1.	Max. 10 points
Description of the **capacity to support additional services** as needed. Capacity shall be seen as: • Manpower or man work hours available on a need basis to support ad hoc requests. • Access to premium vendor support (i.e., Microsoft Premier) • Options to provide support and develop Automations in Power Platform on demand. • Capacity to develop Power Apps and Automations in MS Power Platform • Cloud infrastructure to host web applications (i.e., Plaza) The highest ranking will receive 25 points, 2nd 15, 3rd 5, 4th 1.	Max. 25 points
Servicedesk proposal design (detailing the functions of each tier). Description of service availability and access channels. Provide specific details fort he main entry channel (i.e.; the ticketing tool). The highest ranking will receive 10 points, 2nd 5, 3rd 2, 4th 1.	Max. 10 points

Description of similar **services offered to other clients** and how they could be applied to EIT Urban Mobility. Details with specific metrics on the service improvements in other clients. Provide end user satisfaction rates for the services provided. The highest ranking will receive 10 points, 2nd 5, 3rd 2, 4th 1.	Max. 20 points
Confirmation of initial SLA proposal, proposal of additional meaningful SLAs & definition of A & B values for SLA breach penalties. The highest ranking will receive 10 points, 2nd 5, 3rd 2, 4th 1.	Max. 10 points

The applicable award criteria will be weighted as follows:

A. Technical content:60%
B. Financial offer: 40%

Aggregate evaluation and scoring:

A. Technical content (maximum weighted score: 60%)
Evaluation of the technical content will be carried out following the below sub-criteria:
I. Technical capacity of the Tenderer (maximum score: 100)

B. Financial offer (maximum weighted score: 40%)
The financial offer must be presented in EUR. Prices must be indicated as net amount, excl. VAT.
The lowest offered price shall receive the highest score (100), others shall be calculated in relation to that in linear equation.

4.3. Selection of the suppliers

The final selection of the supplier will be based on the best price-quality ratio principle. The best price-quality ratio is established by weighing technical quality against price on an 60%/40% basis, i.e.

Total technical score: max. 100 (weight: 60%)

Total financial score: max. 100 (weight: 40%)

Total score: max. … (total technical score x 0,6 + total financial score x 0,4)

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

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

4.4. Signature of contract(s)

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

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

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

4.5. Cancellation of the proposal procedure

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

4.6. Appeals / Complains

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

4.7. Ethics clauses / Corruptive practices

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

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

4.8. Safeguarding of EU's financial interest

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

Annexes

1.1Annex 1 – Service Agreement

SERVICE AGREEMENT

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

EIT Urban mobility /UM/ [EIT Urban Mobility s.l], a private limited company, having its registered office and place of business at [Pere IV, 362. 08019, Barcelona. Spain], with company registration number [Temporary registration number: 118237] and VAT number [B67513630], legally represented herein by [name of representative], acting as [position of the representative]; hereinafter referred to as: the '**Contracting Party**';

and

[Company name], a private limited company, having its registered office and place of business at [Company's address], with company registration number [Company's registration number] and VAT number [Company's VAT number], legally represented herein by [name of representative], acting as [position of the representative]; hereinafter referred to as: the '**Supplier**';

Hereinafter jointly referred to as: the 'Parties' or individually as a "Party";

WHEREAS:

EIT UM is an association whose funds are used to promote innovation, entrepreneurship and education in the field of urban mobility;

EIT UM has launched a procurement procedure for the performance of certain Services described in Annex 1 to this Agreement, via a tender referred to in Annex 1 ("**EIT UM Tender**") and Supplier

has been selected as Service Provider for EIT UM for such Services, based on Supplier's Offer as referred to in Annex 1.

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

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

NOW, THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

Structure of the Agreement and precedence

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Services delivered are subject to the acceptance of EIT UM. EIT UM shall issue a Performance certificate after completion of Services. Should EIT UM fail to reject part or all of the Services provided within 15 (or other deadline set forth in Annex 1) calendar days as from such delivery, on the grounds of a lack of quality or compliance, or because of late delivery, Services shall be considered as accepted. Should EIT UM reject a Service (within the above deadline) because of lack of quality or compliance, and such failure is capable of remedy, Supplier shall re-perform

the rejected (part of the) Service promptly (but no later than 5 days in absence of any further instructions) at no additional charge for EIT UM. Should such failure be not capable of remedy (given the type of Service and/or the extent of the failure) or should the delivery have occurred after an essential delivery deadline which renders the Service irrelevant or useless, the Services at stake shall be considered as rescinded, and EIT UM is not obliged to provide any compensation to Supplier for such Services.

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

mutually agreed in writing, and

the need for modification has been brought about by circumstances which a diligent contracting entity could not foresee; and

the modification does not alter the overall nature of the contract; and

any increase in price is not higher than 25 % of the original value of the Agreement. In addition, if several successive increases in price would be agreed, the total cumulating of such successive increases shall not exceed 25% of the original value of the Agreement; and

modifications above 10% of the original value of the Agreement should only amend specific conditions of the Agreement and be made by way of an amendment to this Agreement signed by both Parties.

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

For EIT UM:	For Service Provider:
Name: ...	Name: ...
Phone: ...	Phone: ...
E-mail: ...	E-mail: ...

Compensation, invoicing and payment, expenses

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

Supplier may only charge the amounts under Section 4.1. corresponding to the delivered Services, after acceptance of such Services by EIT UM.

Further, Supplier may only charge the amounts under 4.1. subject to (i) EIT UM having received a correct invoice bearing the essential elements below, (ii) all relevant Progress Reports relating to the delivered Services so invoiced having been properly delivered to EIT UM in a timely manner and accepted by EIT UM in writing (as the case may be).

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

the name and address of Supplier

the VAT identification number of Supplier

the VAT identification number of EIT UM

the name and address of EIT UM

the invoice number

the invoice date

the date on which the Services were supplied (provided EIT UM S has accepted them pursuant to this Agreement)

the quantity and type of goods supplied (if applicable)

the nature and type of Services supplied

the following data for every VAT tariff or exemption:

the price per piece or unit, excluding VAT

any reductions that are not included in the price

the VAT tariff that has been applied

the cost (the price excluding VAT)

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

the amount of VAT

By deviation to Section 4.2., Supplier may charge the amounts under Section 4.1., at the beginning of each (quarterly, monthly or other) period specified in Annex 1, if such alternative is specifically agreed by EIT UM in Annex 1. In such a case, requirements of Section 4.3. shall apply to each regular invoice.

The payment term applying to Supplier invoices fulfilling the requirements of this Section 4 is fixed in Annex 1.

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

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

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

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

Taxes, other contributions, no employment agreement and related indemnification

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

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

In addition to Section 5.1. and 5,2., all social security, fiscal charges or taxation of any kind and contributions of any kind including but not limited to value added, levies, withholdings, unemployment, medical insurance and insurance of any kind, pensions, national insurance contributions and social security benefits, as imposed by any law, accommodation and travel costs, living expenses, or other expenses and charges arising from this Agreement, will be the exclusive responsibility of Supplier, who must pay such taxes, charges, any kind of expenses and contributions directly to the competent authorities or employees (as the case may be) (altogether called "**Contributions**").

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

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

Intellectual property, ownership and licensing, IP infringement indemnification

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

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

In addition to Section 6.1., any item provided by EIT UM (or by a third party designated by EIT UM on behalf of EIT UM) and used to perform the Services and/or embedded in the delivered Services, shall at all times remain the ownership of EIT UM S. Supplier shall have no right, title or interest in any of these items nor any trademark or trade name from EIT UM.

By exception to Section 6.1., Intellectual Property Rights owned or controlled by Supplier before the start of the performance of the Services shall remain the ownership of Supplier ("**Background IP**").

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

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

Unless expressly specified otherwise in Annex 1,

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

EIT UM shall give Supplier prompt written notice of any such claim, provided, however, any delay in notice shall not relieve Supplier of its obligations hereunder except to the extent it is prejudiced by such delay. Supplier shall provide all assistance in connection with any such claim as EIT UM may reasonably require.

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

If Supplier is unable either to procure for EIT UM the right to continue to use the Services alone or in any combination or to replace or modify the Services alone or in any combination in accordance with the above, EIT UM may terminate the Agreement and upon such termination,

Supplier shall reimburse to EIT UM the price paid, without prejudice to Supplier's obligation to indemnify EIT UM as set forth herein.

Confidentiality, documents

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

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

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

Supplier is not permitted - alone or with or through others – to remove, dispatch, transmit or allow any third parties to inspect, use or otherwise have access to any property belonging to EIT UM or any of its Affiliates, including but not limited to any notes, drawings, letters, formulas, recipes, other documents and/or any copies thereof, tools, designs, products manufactured or (copies of) computer files or other data carriers, unless EIT UM has given its prior written permission to any such action.

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

Supplier shall make all property belonging to EIT UM (or its Affiliates) such as, but not limited to any notes, drawings, letters, formulas, recipes, other documents and/or copies of such matters, tools, models, finished products, (copies of) automated files or other data carriers, which come

into its possession during the term of this Agreement, available to EIT UM in good condition immediately upon initial request, but in any case on the day on which the Agreement ends.

Personal data

For the purpose of this Agreement,

"**Personal Data**" shall mean any and all information relating to an identified or identifiable individual, including but not limited to EIT UM current or former employees, employee family members, dependents or beneficiaries, customers, consumers, suppliers, business partners or contractors;

"**Processing**" shall mean any operation or set of operations performed or to be performed upon Personal Data, whether or not by automatic means, such as creation, access, collection, recording, organization, storage, loading, employing, adaptation or alteration, retrieval, consultation, displaying, use, disclosure, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction (hereinafter also referred to as a verb "**Process**").

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

comply with all privacy and data protection law and regulations applicable to its Services;

Process Personal Data only (i) on behalf of and for the benefit of EIT UM, (ii) in accordance with EIT UM' instructions, and (iii) for the purposes authorized by this Agreement or otherwise by EIT UM, and (iv) insofar necessary for the Services rendered to EIT UM and as permitted or required by law;

maintain the security, confidentiality, integrity and availability of the Personal Data;

implement and maintain appropriate technical, physical, organizational and administrative security measures, procedures, practices and other safeguards to protect the Personal Data against (i) anticipatable threats or hazards to its security and integrity; and (ii) loss, unauthorized access to, or acquisition or use of or unlawful Processing; and

promptly inform EIT UM of any actual or suspected security incident involving the Personal Data.

To the extent that Supplier allows a (sub)contractor to process the Personal Data, Supplier shall ensure that it binds such (sub)contractor to obligations which provide a similar level of protection, but in no way less restrictive, as this Section 8.

Supplier shall, upon the termination of the Agreement, securely erase or destroy all records or documents containing the Personal Data. Supplier accepts and confirms that it is solely liable for any unauthorized or illegal processing or loss of the Personal Data, if Supplier fails to erase or destroy the Personal Data upon termination of the Agreement.

Supplier shall indemnify and hold harmless EIT UM, their officers, agents and personnel from any damages, fines, losses and claims arising out of a breach of this Section 8.

Liability, indemnification, insurance

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

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

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

Subject to Section 9.3 In no event shall EIT UM be liable under any theory of liability, for indirect, incidental, special, consequential or punitive damages, which includes without limitation damages for lost profits or revenues, lost business opportunities, loss of image or lost data, even if EIT UM has been advised of the possibility of such damages and in no event shall EIT UM be liable to Supplier, its successors or assigns for damages in excess of the amount due to Supplier for complete performance under the Agreement, less any amounts already paid to Supplier by EIT UM.

Subject always to Section 9.3., depending on the nature of the Services and the liability risk associated therewith, a cap to the liability of Supplier under this Agreement may apply only if expressly mutually agreed in writing in Annex 1.

Suspension, termination of the Agreement

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

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

Supplier breaches any of its material obligations under this Agreement and, notwithstanding a written request from EIT UM to repair the current breach and to take appropriate measures to prevent such a breach in the future, fails to comply with such a request within a reasonable deadline fixed by EIT UM in the notice; or

EIT UM, in its reasonable discretion, determines that Supplier is not able to perform the Services as required; or

Supplier fails to provide EIT UM with adequate assurance of performance following request by EIT UM; or

Supplier files a petition for bankruptcy or is declared bankrupt; or

Supplier has become unable to pay its debts as they fall due or make any special arrangement(s) or composition with its creditors;

Supplier enters into voluntary or judicial liquidation;

the business of Supplier ceases to exist or control or ownership is taken over by a third party;

as a result of the termination of the European Programme(s) which requested EIT UM to enter into this Agreement (as the case may be).

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

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

Fails for more than 120 calendar days to pay Supplier the amounts due after the expiration of the payment term stated in Section 4; or

Consistently fails to meet its material obligations after repeated reminders; or

Suspends the progress of the Services or any part thereof for more than 90 calendar days for reasons not specified in the Agreement, or not attributable to Supplier's breach or default.

Safeguarding of EU's financial interest and conflict of interest

Supplier accepts without reservation that during the implementation of the Agreement and for four (4) years after the completion of the Agreement, EIT UM has the right for the purposes of safeguarding the EU's financial interests, the tender proposal and the Agreement with Supplier may be transferred to internal audit services, the EIT, to the European Court of Auditors, to the Financial Irregularities Panel or to the European Anti-Fraud Office ('safeguarding the EU's financial interests').

Supplier confirms that it shall take all measures to prevent any situation where the impartial and objective implementation of the Agreement is compromised for reasons involving economic

interest, political or national affinity, family or emotional ties or any other shared interest ('conflict of interests'). The contractor is obliged to inform EIT UM immediately if there is any change in the above circumstances at any stage during the implementation of the tasks under the Agreement.

Miscellaneous

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

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

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

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

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

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

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

In the event that any provision(s) of this Agreement shall be held invalid, unlawful or unenforceable by a court of competent jurisdiction or by any future legislative or administrative action, such holding or action shall not negate the validity or enforceability of any other provisions of the Agreement. Any such provision held invalid, unlawful or unenforceable, shall

be substituted by a provision of similar import reflecting the original intent of the clause to the extent permissible under applicable law.

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

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

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

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

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

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

EIT UM	[company name]
[name of representative]	[name of representative]
[position of representative]	[position of representative]

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

Description and timing of the Services subject to the procurement procedure (as per the Whereas section, Section 3.1., of the Agreement) and detailed description of the types of Services and Deliverables (as per Section 6.2 of the Agreement) covered by the Agreement:

Task 1

Task 2

Price of the Services (as per Section 4 of the Agreement):

In application of Section 4.1. of the Agreement, the following Services shall be remunerated on the basis of an hourly rate, fixed per type of Services, as follows:

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

Charging the compensation to EIT UM (as per Section 4. of the Agreement)

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

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

Payment term applying to Supplier invoices (as per Section 4 of the Agreement):

Payment term (expressed in calendar days)	30 days

Term of the Agreement (as per Section 10 of the Agreement):

In application of Section 10.1. of the Agreement, the Effective Date on which the Agreement starts and the Termination Date on which the Agreement shall terminate automatically are set forth below:

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

1.2Tenders submission form

Tender Submission Form

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

1. Tender submitted by

Name of legal entity	
Registered address	
Tax registration number	

2. Contact person

Name	
Address	
Telephone	
E-mail address	

3. Statement

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

Award criteria	**Tenderer's Offer**

Financial offer: <presented in EUR (net amount, excl. VAT)>	net X EUR
<***Technical offer: (if applicable)*** > <e.g. presented in number of years of experience> ***e.g.:*** • ***name and professional capacity of Expert 1 (according to RFP 4.2 a) ii)*** • ***name and professional capacity of Expert N (according to RFP 4.2 a) ii)***	***e.g.:*** • ***Expert 1:*** • ***XY – X years of experience*** • ***Expert N:*** • ***XY – X years of experience***

1.3Tenders declaration form

<Date>

<Name and address of Contracting Authority >

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

TENDERER'S DECLARATION

Dear Sir/Madam,

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

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

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

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

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

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

Yours faithfully,

<Signature of authorised representative>