



Request for Proposals

Payroll, Administration, and bookkeeping services 2023

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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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 livable.

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 livable 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 Urban Mobility S.L., (hereby being referred to as “EIT UM”) is expecting to appoint one sole provider (hereby being referred to as “the contractor”) for the realisation of the services set in Section 2.1.1 that are expected to be implemented as stated in Section 2.1.2

2.1.1 Object of the services

The contractor is expected to give a one-stop-shop service to EIT UM for the render of services on the following topics:

- **Integrated management and coordination of the services.** The contractor will be responsible for providing one-stop-shop management and coordination of the services, developing framework for an integrated management and coordination of the services to the EIT UM S.L and the 5 CLCs limited liability companies, that will guarantee the quality and track of the service and the continuous improvement which will guarantee bi-weekly report to the managing directors of 5 CLCs limited liability companies on the invoices and payment processes, and monthly report on the accounts and payroll and follow up on the service development and continuous improvement. In addition, the contractor will put in place a helpdesk/ticketing system. The project manager of this contract will be the manager and coordinator of the service, and main point of contact. The contractor will define a client support and communication service to the 5 CLCs limited liability companies and the EIT UM S.L. A more complete description of the control tasks can be found in section 2.2.1 of this document (below).
- **Payroll services.** The contractor will also be responsible for the provision of payroll services for Fiscal Year 2023 to the EIT UM its 5 CLCs and the Foundation. A more complete description of the control tasks can be found in section 2.2.2 of this document (below).
- **Administration and Bookkeeping services.** The contractor will be responsible for the bookkeeping and the general administration services of all the legal entities covered by this procedure, namely the EIT Urban Mobility Association, the EIT UM, the Foundation and its 5 CLCs for Fiscal Year 2023, with an extension of the services into the following year for those services related to the closing of the accounts and the filing of Tax declarations.

A more complete description of the control tasks can be found in section 2.2.3 of this document (below).

It shall be noted that EIT Urban Mobility S.L, as part of the EIT, is funded by the European Commission. As such, all principles around financial rules and regulations are governed by Horizon Europe.

2.1.2 Implementation of services

The contractor is expected provide such services to EIT UM under the following requirements:

- **Coordination and follow-up of the rendering of services:** The services shall be delivered with a clear coordination and methodology as stated in Section 2.4.1 below.
- **IT requirements:** The services shall be delivered under certain IT requirements as stated in Section 2.4.2 below.
- **Service Level Agreements:** The provider shall propose a set of service level agreements and penalties under the minimum requirements set forth in Section 2.4.3 below.

2.2.Detailed scope of work

The EIT UM 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 over 52 top European corporations, cities, SMEs, start-ups, universities, and research institutes.

As a Knowledge and Innovation Community of the European Institute of Innovation and Technology, the EIT UM 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. The EIT UM 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 over 48 top European corporations, cities, SMEs, start-ups, universities, and research institutes.

In order to implement its activities, the EIT UM is organised in 8 different entities with individual legal personality and set-up:

The EIT Urban Mobility Association, a Non-for-Profit organisation, which members are the partners of the programme has been created. This non-for-profit association is not intended to implement any activities nor to receive any funding. However, this association is the sole shareholder of the EIT UM S.L.

The EIT Urban Mobility S.L functions as the KIC Legal Entity and encompasses the Supervisory Board, as its main governing body, and the management team, as its main operational body in charge of day-to-day operations.

The Co-Location Centres or Innovation Hubs (CLCs or His) are 5 different limited liability companies based respectively in Germany “EIT Urban Mobility Innovation Hub Central GmbH”, Czech Republic “EIT Urban Mobility Innovation Hub East S.R.O”, Denmark “EIT Urban Mobility Innovation Hub North ApS”, the Netherlands “EIT Urban Mobility Innovation Hub West B.V. and Spain” “EIT Kic Urban Mobility S.L.” / “EIT Urban Mobility Innovation Hub South S.L.”. Each entity is a Node Organisation of the EIT UM. In that regard, they are managed by their respective managing directors (Innovation Hub Directors), and all are subject to each respective national legislation in terms of accounting, payroll, audits, and reporting.

The EIT Urban Mobility Foundation is a foundation incorporated in Spain in November 2022. Its main objective is to foster positive changes in urban Mobility. For the first two years the main activity of the foundation will be creating an education centre and a collaborative scenario for lifelong learning that allows the training of urban mobility professionals, necessary for the urban mobility ecosystem of the future, through intersectoral, interdisciplinary, international, and business programs

The business model of EIT Urban Mobility evolves along a roadmap from phase 1 - Community Kickstarter (2020-2022), to phase 2 - Community Engine (2023-2030) to phase 3 - Community Facilitator (2030+).

At the phase EIT UM is entering in 2023, there will be basically two revenue streams:

1. The EIT UM, the Foundation and the CLCs will sign a Framework Partnership Agreement with the EIT for the three years cycle 2023-2025 and will receive a budget of approx. 46 million per year . Out of this budget, in average, it is estimated that each CLC will have an annual budget spanning from EUR 500 000 to EUR 600 000. The rest of the remaining budget will be allocated to EIT UM and the Foundation.
2. In addition, it will also receive income arising from the activities implemented (trainings, conferences etc.) and will receive funding from its partners from the private sector. Revenues generated in this roadmap phase will be invested to achieve an independent future organization in phase 3.

The number of staff members is (currently 126) expected to grow to 184 at the end of 2023 (the 184 employees will not be contracted at the beginning of the year). Those staff members will be located either in EIT UM, the Foundation or in one of the CLCs. It is estimated that each CLC will have 5 to 10 staff members. The rest of the staff will be working for the EIT UM S.L or the Foundation

EIT UM as a group operates under a centralise model which is managed by the EIT Urban Mobility S.L. This entity holds central services for the other 7 entities of the group. The accounts of the 5 CLCs are then integrated to the EIT UM in Spain, as well as the EIT UM Association and the Foundation. With regards to the CLCs, it is estimated that the main part of the costs will be composed of the salaries of the employees employed locally, related travel costs, communication activities and events.

All the services requested in this tender should be provided to 8 entities of the group described above as are described in the following section.

2.2.1 WP1- Integrated management and coordination of the services

The contractor will be responsible for providing one-stop-shop management and coordination of the service:

- Propose and develop a framework for an integrated coordination, management and deliver of the services of this tender to the EIT UM S.L, the Foundation the Association and the 5 CLCs limited liability companies, to guarantee the quality, track, and the continuous improvement of the services. The project manager of this contract will be the manager and coordinator of the service as one-stop-shop, and main point of contact for the managing directors of the 5 CLCs and the Heads of services of EIT UM S.L.
- As indicated in WP 3 (2.2.3), periodical financial report, including reporting to the managing directors of 5 CLCs limited liability companies on the invoices and payment processes and status.
- Supplier is considered extended team of EIT UM and, as part of the general policy of the company, at least a coordination and follow up monthly meeting on the service development and continuous improvement for all the companies is expected. Participants in this meeting will be on one side the managing directors of the 5 CLCs, the Heads of services of EIT UM S.L, on the other the manager of the contract of the contractor and the heads of the accounting-administration of the contractor If any topic related, head of payrolls services of the contractor will be requested to participate.
- Service Level (SLAs) requested is: availability for quarterly meetings during the second week of the month. Overall quality control of the operation in accordance with ISO 9001.

2.2.2 WP2 - Payroll Services

The provider will deliver a customized job board platform to EIT Urban Mobility. Exact deliverables are subject to how the process will be run and will be jointly decided throughout the process.

The services will be provided to the EIT UM companies (as described in point 2.2) according to their geographical location and specific jurisdiction as follows:

- EIT UM S.L: and Foundation: Spain, Hungary, Belgium, Sweden
- 5 CLCs: The Netherlands, Germany, Denmark, Spain, Czech Republic and Sweden

The central point of contact (HR CPOC) of EIT UM is the Head of HR. For the efficiency of the services, payroll services will be treated only with the HR CPOC.

The payroll services to be rendered to companies describe in point 2.2 are as follows:

- Support in work permit preparation and submission in all the concerned countries.
- Support in implementing HR specific cases (ex: transfer, self-employed/consultants...).
- Support in obtaining tax identification number and national insurance registration for employee's (in Spain, the NIE number) and obtaining the Social Security number.
- Processing of the Communication of accidents, diseases, temporary disability, maternity, and paternity leave, strikes and so on with the correspondent official bodies (INEM, SOC, Social Security via RED system in Spain, other official bodies in the CLCs). It is included: requested files, drafting and presentation of any notification system and management of social security contributions. As well as processing and presentation in a telematic form to AEAT (in Spain and to the correspondent telematic form in the other CLCs)
- Processing of the payroll monthly including (terminations): Salary slips for all employees, payment of the salaries, tax declaration and collection if applicable, seniority if applicable, meal voucher calculation and allocation, transport reimbursement if applicable etc. Payroll will be monthly sent to each employee by email through an encryption system.
- Provision of a monthly report to the Accounting provider allowing a proper encoding of all HR costs according the Horizon Europe cost categories.
- Reconciliation of the salary costs in collaboration with the Accounting provider.
- Support in case of HR audit and social inspection.
- Preparing employee's "separation document" (resignations, dismissal, common agreement, calculation of redundancy fees, redaction/verification of conventions), payments of non-used annual leave days; and any payroll simulations for separation, overtime payment, tax withholding.
- Answer to any question related to: Salary grid/salaries in general, classifications of positions, maternity and paternity leave, sick leave, Joint Committees, social law: new laws and amendments (CDD – students, trainees, educational leave, career interruption, representation allowances/costs, outplacement, homeworking, pension, ...).
- Preparation of templates of working contracts (only for internship contracts), extensions and addendum; The contracts should be always sent to EIT UM at least 4 days before the starting day of the future intern.
- Each of the local payroll shall define a Singly Country Point of Contact. SCPC shall be the main point of contact and directly accessible for the Managing Director of the respective affiliate company (CLC) as well as the EIT UM S.L. Nevertheless, the final authorising contact will be the Head of HR located in EIT UM.
- This list is not exhaustive. All additional services and complementary operations needed to the rollout of the service described above are also included.
- Proactively inform on change of legislations that would affect employee s payroll.

Average employee in each country in 2023 for the respective companies is:

- EIT UM S.L and Foundation, Employees expected at the end of 2023: 140
 - Spain, 129
 - Hungary: 5
 - Belgium: 4
 - Sweden: 2

 - 5 affiliated companies (CLCs):
 - The Netherlands: 7
 - Germany: 10
 - Denmark: 9
 - Spain: 9
 - Czech Republic: 9
 -
- Service Level (SLAs) requested is: Payroll prepared and submitted for HR approval within the 24th natural day of the month

2.2.3 WP3- Administration and Bookkeeping services

The bookkeeping services to be performed for the EIT UM Association, Foundation, EIT UM S.L and for the 5 CLCs (Innovation Hubs), must be done in accordance with the applicable laws, rules and regulations and related recommendation of the National Committee on Accounting norms (if appropriate) applicable in each Country in which the activities will be implemented.

The Contractor will be responsible for taking care of all accounting activities (under which but not limited to) bookkeeping and monthly financial reporting, in accordance with local (at least in the 5 different European Member States, See section above) and European legislation and works in accordance with the Generally Accepted Accounting Principles (GAAP) and (as a processor of privacy sensitive information) in accordance with the European General Data Protection Regulation (GDPR) required for each country. The Contractor will also have to provide all services (including in the countries where the legal entities are based) required by the local authorities). Only for Spain, these services include the required follow up, preparation, submission/filing and follow up of the Statutory Annual Accounts. These services should be performed on time and in accordance with all legal and non-legal obligations in the applicable countries.

The single point of contact (Fin SPOC) of EIT UM are the Head of Finance and Administrative Financial Officer. For the efficiency of the services, payroll services will be treated only with the HR SPOC.

More specifically, the Contractor will be responsible for taking care of the following tasks but not limited to them:

- Keep the books and accounts in accordance with local Gaap and the analytical structure defined by EIT UM. This service and the following ones in this list are intended to be provided for EIT UM, sl., Association and 5 CLCs for the period between 1 January 2023 and 31 January 2023 and for the Foundation for the period between 1 April 2023 and 31 December 2023 (though some services for their nature will be provided in 2024). The price will include a full scope service for EIT UM, sl., Association and 5 CLCs. The foundation is a newly established legal entity and it is therefore difficult to foresee the amount of workload. The proposed price will cover the first 100 invoices (received or issued). If the number of documents considerably exceeds this threshold, the provider and EIT UM could negotiate a compensation in favour of the provider.
- ensure the storage of relevant documents in compliance with the local rules and regulations.
- Produce on monthly basis financial reporting's according to the requirements of EIT UM (EIT UM S.L, Foundation and 5 CLCs), including reporting on the invoices and payment processes and status, as indicated in section 2.2.1. For the Association this reporting is required at least quarterly.
- Provide support to the EIT UM (EIT UM S.L and 5 CLCs) for all kind of Audits, coming from Tax Authorities, European Commission Audit Services, the European Court of Auditors and the OLAF, Statutory auditors, or any other body.
- Provide a solution allowing a central control of invoices received, allowing approval workflows according to the Delegation of Power of EIT UM. This service will be linked to the preparation of payments according to the approval workflow.
- Provide invoicing issuance service upon request and ageing follow up.
- Weekly preparation of all the approved invoices (see point on Account Payable) payments via SEPA batches from the central accounting system and processing of the payment in collaboration with the Bank of the EIT UM. And follow up thereof.
- Payroll bookkeeping based on the information provided by the Tender defined in WP 2 is defined. Payroll costs will need to be encoded using the analytical dimensions provided by EIT UM
- Produce on monthly basis financial reporting's to enable a third partner to file the relevant Tax declarations in compliance with the local regulations where applicable
- File in a comprehensive manner the relevant tax declarations and relations with the Tax authorities as needed for the entities incorporated in Spain (Association, EIT UM S.L, Foundation and CLC South)
- Compilation of financial statements for 2023 for the entities incorporated in Spain (Spanish GAAP) in Spanish and English. It is to be noted that this service will be provided in 2024.
- Reporting, coordination and follow up of the work described in section 2.2.1
- Compilation of financial statements for the Foundation (fiscal year 2022)

In terms of reporting, the Contractor will be responsible:

- Monthly financial reporting to the EIT UM S.L and the 5 CLCs management based on the analytical dimensions provided by EIT UM.
- EIT UM might request, at any point a full extract of its books.

- EIT UM might request any additional report that it requires and will be managed with a maximum period of 2 weeks
- Reporting should be accessible on-line using the latest available technologies.

With regards to interfacing with the EIT UM S.L, the Contractor will be responsible for order processing and invoice handling – handling of emails and phone calls from EIT UM, clients and suppliers.

Interface with Banks of EIT UM, Foundation Association and the 5 CLC's for all bank transactions and encoding of the bank in the accounting system.

EIT UM must have full access to its data and be autonomous when it comes to consulting the accounting, tax, treasury, payroll, reports, and all information related to the activity subject to the contract.

The Contractor has not decision power concerning any potential arbitration needed concerning the bookkeeping of EIT UM. It shall, however, inform and advice EIT UM whenever necessary, highlighting the applicable jurisprudence and any potential risks allowing EIT UM to take an enlighten decision.

The Contractor will be held responsible for the records its controls and manages on behalf of EIT UM.

The Contractor shall also inform EIT UM with regards the any material changes in the applicable national set of rules so that EIT UM can assess the impact of such changes.

It is up to the Contractor upon EIT UM approval to determine which services are needed to get the best results on the scope of the Assignment. By doing so, the Contractor will secure that EIT UM is fulfilling its obligations and all other legal responsibilities, which will be proven by future results of the audits.

The Account Payable process is expected to be managed as follows:

- Suppliers.
 - Manage the Supplier list.
- Invoices.
 - Check the incoming invoices for possible formal mistakes
 - If the invoice shows any incorrectness or lacks of essential data, return to the sending source with clear indications of the steps to be followed. Reminders should be sent out to the sending source on a weekly basis until the problem is corrected.
 - and scan when needed (ideally using OCR capabilities for invoice handling) to create the meta-data.
 - Send them in a workflow for approval by the person(s) having the authority to do so, as defined by the Delegation of Power of EIT UM.
 - Once approved prepare a SEPA batch for payment via the bank of EIT UM.

- Handle exceptions with the supplier (e.g., credit notes, missing or wrong VAT information) and follow-up questions, manage corrections (bounced payment, etc.).

All data encoded in the tool for and on behalf of EIT UM shall be exported and provided in electronic format to EIT UM at the termination of this agreement.

All the services must be provided in compliance with the European General Data Protection Regulation as required by each country involved, the rules, regulations applicable in each country in which the activities will be implemented.

The services for all the WP will be invoiced to the relevant legal entity according to a distribution of the price agreed in the contract. The distribution of the price will be proportionate and follow an arm length principle.

- Service Level (SLAs) requested is:
 - Monthly closings within the 4th working day of the month except for the Association which should be reported on a quarterly basis, same SLA.
 - Invoices follow up: ownership of the payment process, 95% of the invoices received should be programmed to be paid withing 30 day of the first receival date.

2.3. Location, timing, planning and reporting

2.3.1 Start date & period of implementation

The intended start date is, at the latest, 1 January 2023 and is expected to last, at the latest Once all services described in the present agreement for the fiscal year 2023 are finally delivered.

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 2024- 2025 once the budget is known and all resources of the present contract are used up.

2.3.2 Location

EIT UM requires that the assignment is set up and coordinated from Spain, since its head office is stationed in Barcelona. There is no objection for cloud solutions/placement of information in the cloud if:

- The servers are placed in Europe and are subject to European Law and.
- The solution complies to the General Data Protection Regulation 2016/679/EC that applies since 25th of May 2018.
- The EIT UM also requires that contractor offers one, and the same point of contact for the EIT UM and each of its CLCs entities.

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.

2.3.3 Payment terms

Available maximum fund for the requested services is 210.000 EUR (VAT excluded).

Contractor is entitled to submit monthly invoices covering the costs incurred for the related month, including a breakdown of the tasks performed and the related time (quantity), unit price, and total price (quantity multiplied by the unit price) per single item.

The services for all the WP will be invoiced to the relevant legal entity according to a distribution of the price agreed in the contract. The distribution of the price will be proportionate and follow an arm length principle.

In Payment shall be made upon the acceptance of the invoices received.

2.4. Methodology of work

2.4.1 Team

Contractor is requested to propose the best operational structure for managing the services, proposal including the proposed expert(s) to lead this assignment and the contact persons, their background and experience:

- a. An overview of experience and qualifications provide the services detailed under point 2.2 above.
- b. At least one example of a similar project with description of approach and methodology for each service to be provided.
- c. Name and CV of the organizational chart of the expert team, presenting the best proposed approach for the implementation of the contract.

2.4.2 Coordination and follow-up of the rendering of services

The Contractor shall provide a proposal of how a coordination and follow-up of the rendered services with the EIT UM as per section 2.2.1.

2.4.3 IT requirements

The Contractor shall provide the services through the following IT solutions:

- System environment compatible with Office 365
- ERP proposed by the Contractor should be Microsoft Dynamics or equivalent fully compatible with Microsoft Office 365 (cloud) Suits (Excel, Word, Access, SharePoint etc.) and use the latest available technologies.
- Navision accounting system or equivalent.
- Platform with visibility and tracking of all the legal entities of the group (Association, Foundation EIT UM and its 5 subsidiaries)
- The tool proposed must enable the annexation of documents to each ledger.
- Ready interface with the pre-existing application used by EIT UM such as Rydoo

2.4.4 Service Level Agreement Policy

The Contractor is expected to provide the services with a full commitment with EIT UM. Thus, the contractor will have to offer the highest standards of quality on the assigned tasks, with the appropriate team of specialized professionals to meet the expectations. Therefore, the contractor shall deliver results effectiveness and punctually.

The Contractor shall include not only how the work will be delivered (as expected in Section 2.4.1), but also the way (i) how will internally control and audit the full process of rendering the high-standard services to EIT UM and (ii) how this will be reported and implemented accordingly. Consequently, the Contractor shall put forward a Service Level Agreement Policy that will include, for each of the services:

- The type of services to be provided
- The service desired performance level, especially its reliability and responsiveness
- The internal monitoring process and service level reporting to EIT UM
- The steps for reporting issues with the service
- Response and issue resolution timeframe
- Repercussions and penalties when contractor not meeting its commitment
- Mechanisms to indemnify which should be not less than a 20% discount on a monthly basis to be discounted from the invoice of the month in which the SLAs are not met.

2.5. Deliverables

3. Proposal Process

3.1. Proposal Schedule

	DATE
Rfp published at website	7 December, 2022
Deadline for submitting proposal	20 December, 2022
Intended date of notification of award	24 December, 2022
Stand still period	5 days
Intended date of contract signature	29 December, 2022
Intended start date of the contract implementation	1 January, 2023

3.2. Participation

Participation in this procedure is open to all participants.

3.3. Submission of proposal

Proposals are requested to be emailed in written form, **in English** to the following address until **the deadline of 20 December 2022**, 16:00 Central European Time, to:

Contact name: For the attention of Mrs. Silvia Simonelli, Head of Finance 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 services.) The financial offer must be presented in EUR. Prices must be indicated as net amount + VAT) as per description below:
 - For WP1 Fixed price including all deliverables For WP2 Fixed price including all deliverables
 - For WP3 Fixed price including all deliverables and/or hourly rate

The email including the proposal from the bidder should be sent and delivered by 20 December 2022, 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 contractor.
- 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 Contractor only. EIT Urban Mobility will deem proposal received after the submission deadline invalid.
- Proposal should be concise and clear. The contractor's proposal will be incorporated into any contract that results from this procedure. Contractor 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 contractor 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 contractor 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 contractors' proposal.

3.4. Minimum requirements

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

- Team: Contractor shall present the proposal of the team in charge of the provision of services according to Section 2.2., including the description of the contractor team according to Section 2.4.1, structure, organization and coordination proposed (size, experience of the team members, geographical proximity to EIT UM companies) to provide the describe services to the 8 companies of EIT UM considering their geographical distribution in EU:
 - Spain: EIT UM S.L; IH South; EIT UM Association, Foundation
 - Germany: IH Central
 - The Netherlands: IH West
 - Czech Republic: IH East
 - Denmark: IH North

- Methodology: Contractor shall describe the methodology (max. 15 pages A4) intended to be implemented for the provision of services according to Sections 2.2, 2.3, 2.4. Contractor shall describe the methodology concerning processing of invoices (from beginning till payment) and payroll to the EIT UM S.L and the 5 affiliated companies (CLCs) according to Section 2.2. Contractor shall describe time to accomplishment of services of each process and step as well as the team assigned and responsible its development.
- Work plan: Contractor shall present a "work plan" in days and hours of the day-to-day activities and reporting to the EIT UM S.L , Foundation Association and 5 CLC's management according to Section 2.2 with an estimation of the total annual cost for the service.
- Tender identification form (Annex 1) together with supporting documents evidencing the legal name of the Contractor (copy of the official documents showing the name of the legal entity, the address of its head office, and the registration number given to it by the national authorities). In case of subcontracting or consortium, the same obligation applies to all third party/members.
- Administrative part including all the information and documents required by EIT UM for the evaluation of the tender on the basis of the exclusion and selection criteria set out in point 4.1

Minimum requirements concerning WP1:

- The project manager of this contract and the manager and coordinator of the service: Curriculum vitae of the project/contract manager who will coordinate the services based on the provided criteria – detailed CV indicating all the projects/assignments he/she worked on with values/contracting entities/scopes listed. The contractor shall have the capacity to put together a team supervised by a project manager having at least:
 - At least 10 years of professional experience as project/contract management of international projects,
 - Excellent command of English (level C1) and Spanish

Minimum requirements concerning WP2 (list non exhaustive):

- 1 reference of services related to the provision of human resources and payroll services carried out during the last three years, indicating the amount, the date, and the public or private recipient which comply with the following criteria:
 - the services related to the Spanish employment law, rules and regulations
 - the contractor tasks included applying laws in the other countries in which the EIT UM S.L and affiliates will employ people
 - the services related to detached employees within the EU more specifically concerning Social Security, tax etc.
 - the contractor tasks included writing reports in Spanish and English.
- 1 reference of similar HR and payroll services provided to SMEs. The concerned SMEs shall fulfil at least two of the following criteria:
 - € 6.250 Millions of income other than exceptional
 - Having at least 50 employees on average on an annual basis
 - Having at least € 3.125 Million balance sheet

- 1 reference of its capacity to perform the services required in the 5 countries in which the EIT UM S.L, Association , Foundation and its 5 CLC's will be based
- Payroll team leader: Curriculum vitae of the team leader/manager who coordinates payroll services based on the provided criteria – detailed CV indicating all the projects/assignments he/she worked on with values/contracting entities/scopes listed. The contractor shall have the capacity to put together a team supervised by a project manager having at least:
 - At least 5 years of professional experience in payroll and managing a payroll department or team,
 - Excellent command of English (level C1) and Spanish
- Subcontracting is allowed in line with the attached draft service agreement form but contractors must be able to always control their own entities and/or subcontractors.

Minimum requirements concerning WP3 (list non exhaustive):

- 1 reference of services related to the provision of accounting services carried out during the last three years, indicating the amount, the date, and the public or private recipient. The accounting services must be provided to SMEs. The concerned SMEs shall fulfil at least two of the following criteria:
 - € 6.250 Millions of income other than exceptional.
 - Having at least 50 employees on average on an annual basis.
 - Having at least € 3.125 Million balance sheet.
- 1 reference of its capacity to perform the services required in the 5 countries in which the EIT UM S.L Association, Foundation and its 5 CLCs will be based
- 1 reference of audit services provided to either SMEs, or Non-for-profit association financed by the European Commission under the framework programme Horizon Europe Accounting and bookkeeping team leader/manager: Curriculum vitae of the team leader/manager who coordinates the accounting and bookkeeping services based on the provided criteria – detailed CV indicating all the projects/assignments he/she worked on with values/contracting entities/scopes listed. The contractor shall have the capacity to put together a team supervised by a project manager having at least:
 - At least 5 years of professional experience in accounting and managing an accounting department or team,
 - Excellent command of English (level C1) and Spanish.
- Please note that the applicable framework shall be the Spanish (GAAP) and European framework of the rules applicable to accounting, the bookkeeping of accounts of SME, the Regulation (EU) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002, of Regulation (EU) No 1290/2013 of the European Parliament and of the Council of 11 December 2013 laying down rules for participation in the Horizon Europe Framework Program for Research and Innovation and the dissemination rules.

3.5. Validity of the proposal

Contractors 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 contractors should be clear enough to avoid the contractors having to request additional information during the procedure. In case the contractor is in need of additional information, please address it to the address below.

Contact name: for the attention of Mrs. Silvia Simonelli, Head of Finance 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 contractors in preparing and submitting the proposal are reimbursable. All such costs must be borne by the contractor.

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 contractor 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 contractor is or appears to be incomplete or erroneous or where specific documents are missing, the CA may request the contractor concerned to submit, supplement, clarify or complete the relevant information or documentation within an appropriate time limit.

4. Evaluation of proposals

4.1. Exclusion criteria

The Contractors 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 Contractor 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 Contractor is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the Contractor 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 Contractors 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 Contractor is guilty of fraud, corruption or money laundering.

4.2. Award criteria

The EIT UM will award the contract to the contractor 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:

TECHNICAL CAPACITY	
<p>4.2.2.a) About the contractor experience in Payroll services.</p> <p>Contractors with proven knowledge of Payroll services as described in Section 2.2.2. will obtain 1 point.</p> <p>Contractors that prove experience as indicated in Section 2.2.2 of rendering Payroll services in each of the following countries will receive 2 additional points per each of them:</p> <ul style="list-style-type: none"> • Hungary • Belgium • Sweden • Spain • German • Denmark • Czech Republic <p>To prove this experience contractor should provide the relevant reference of the service.</p>	15 points
<p>4.2.2.b) About the contractor experience in Administration and Bookkeeping services.</p> <p>Contractors with proven knowledge of Administration and/or Bookkeeping services as described in Section 2.2.3. will obtain 1 point.</p> <p>Contractors that prove experience as indicated in Section 2.2.3 of rendering Administration and/or Bookkeeping services in each of the following countries will receive 4 additional points per each of them:</p> <ul style="list-style-type: none"> • Spain • German • Denmark • Czech Republic <p>To prove this experience contractor should provide the relevant reference of the service.</p>	16 points
<p>4.2.2.c) Experience with European entities and KICs.</p>	

<p>Contractors that can prove experience with similar services described in Section 2.2.2 and 2.2.3 with pan-European organisations or EU entities will be given 5 points. To prove this experience contractor should provide the relevant reference of the service.</p> <p>Contractors that can prove experience with experience in the services described in Section 2.2.2 and 2.2.3 with KICs will be given 5 additional points. To prove this experience contractor should provide the relevant reference of the service.</p>	9 points
<p>4.2.2.d) About the Service Level Agreement Policy.</p> <p>Contractors are expected to put forward a proposal on a Service Level Agreement Policy that will be binding during the implementation of the services (Section 2.4.4). EIT UM is looking for high-performing providers. Therefore, EIT UM is expecting Contractors to bring a serious and committed implementation of the services with a fast way of resolving problems, delays, and mistakes. EIT UM during the evaluation shall establish ranking among the bids based on the received information based on the level of detailedness, harmony with Section 2 and 3.4 and based on international practices.</p> <p>The highest ranking will receive 10 points, 2nd 7, 3rd 5, 4th 3 and 5th 1.</p>	10 points
<p>PROFESSIONAL CAPACITY</p>	
<p>4.2.2.e) Team</p> <p>Team roster of the provider, with a breakdown for Payroll and Account and Bookkeeping teams, following Section 2 and 3.4. Contractors are expected to put forward a clear proposal of how and who will be the persons of the organisation acting as SCPC (Section 2). EIT UM is a complex organisation with different people engaged throughout Europe who should have access to those SPOCs. The organic distribution of the Contractor and how they are willing to facilitate the communication with the EIT UM will be ranked with preference.</p> <p>EIT UM during the evaluation shall establish ranking among the bids based on the received information based on the level of detailedness, harmony with Section 2 and 3.4 and based on international practices.</p> <p>The highest ranking will receive 10 points, 2nd 8, 3rd 6, 4th 4 and 5th 2.</p>	20 points
<p>4.2.2.f) Project/contract manager</p> <p>Project/contract manager will be proposed by the contractor as described in Section 2.2.1 and 3.4.</p> <p>Minimum requirement of 10 years of experience will receive 0 point. Every year of additional experience will receive 1 point, with a maximum score of 10 points</p>	10 points
<p>4.2.2.g) Accounting and bookkeeping team leader/manager</p>	10 points

Accounting and bookkeeping team leader/manager will be proposed by the contractor as described in Section 3.4 and 2.2.3. Minimum requirement of 5 years of experience will receive 2 points. Every year of additional experience will receive 2 points, with a maximum score of 10 points	
4.2.2.h) Payroll team leader/manager Payroll team leader/manager will be proposed by the contractor as described in Section 3.4 and 2.2.2. Minimum requirement of 5 years of experience will receive 2 points. Every year of additional experience will receive 2 points, with a maximum score of 10 points	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 Contractor (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 contractor shall be proposed for the contract.

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

4.4. Signature of contract(s)

The contractors 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 contractor 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 proposed procedure, EIT Urban Mobility will notify the contractors 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

Contractors 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 contractor 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

Annex 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]

Table of Content

Type chapter title (level 1)1

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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 services]

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
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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]

Annex 2: Tenders 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:	net X EUR

<presented in EUR (net amount, excl. VAT)>	
<p><Technical offer: (if applicable)></p> <p><e.g. presented in number of years of experience></p> <p>e.g.:</p> <ul style="list-style-type: none"> • <i>name and professional capacity of Expert 1 (according to RFP 4.2 a) ii)</i> • <i>name and professional capacity of Expert N (according to RFP 4.2 a) ii)</i> 	<p>e.g.:</p> <ul style="list-style-type: none"> • <i>Expert 1:</i> • <i>XY – X years of experience</i> • <i>Expert N:</i> • <i>XY – X years of experience</i>

<Signature of authorised representative>

Annex 3: Tenders declaration form

<Date>

<Name and address of Contracting Authority >

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

TENDER'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 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>