

REQUEST FOR PROPOSAL

FOR THE ESTABLISHMENT OF A CONTRACT FOR THE SERVICES OF:

Gap Analysis and Needs Assessment of Diversity, Equity and Inclusion in Higher Education
Institutions in Europe

Reference number:	2026_EITH_DEL_RFP_001_DEI
Procedure type:	Open procedure
Contract type:	Service Contract
Contracting entity:	EIT Health e.V. Mies-van-der-Rohe-Str. 1C, 80807 Munich, Germany District Court of Munich, Registration Number: VR 206069 VAT Identification Number: DE308993820
Deadline for submission:	23 August 2026 23:59 CEST UTC/GMT+2
Estimated total value (excl. VAT)	EUR 45,000.00
Expected duration:	5.5 months
Important notice:	This Request for Proposals is issued in accordance with the principles of EU Directive 2014/24/EU. Participation in this procedure does not confer any rights or guarantees of award. Submission of a proposal implies full acceptance of the rules and conditions set out in this document and its annexes.

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I. GENERAL INFORMATION

1. Contracting Entity: EIT Health e.V.

- (1) EIT Health e.V. (“EIT Health”) is one of the Knowledge and Innovation Communities (KICs) established by the European Institute of Innovation and Technology (EIT), a body of the European Union (EU). EIT Health operates as an institutionalised partnership under Horizon Europe (HE), contributing to Pillar III - Innovative Europe, with a focus on addressing health-related societal challenges.
- (2) EIT Health’s mission is to promote healthier lives and sustainable healthcare systems by fostering innovation, education, and entrepreneurship across Europe. Through its activities, EIT Health supports the development, scaling, and deployment of innovative solutions that respond to major health and healthcare challenges.
- (3) EIT Health brings together a broad ecosystem of partners from academia, research organisations, industry, healthcare providers, and other relevant stakeholders. In addition, EIT Health collaborates with start-ups, SMEs, and entrepreneurs to accelerate innovation and translate ideas into tangible impact for patients, citizens, and health systems.
- (4) EIT Health is a non-profit association under German law, headquartered in Munich, Germany, and operates across Europe through a pan-European network. EIT Health is governed according to principles of transparency, sound financial management, efficiency, and accountability, in line with applicable EU and HE requirements. Further information is available at: <https://eithealth.eu/>.

2. Background and Strategic Context

- (1) This service contract is implemented within EIT Health’s activities to strengthen innovation and support the development of inclusive and sustainable innovation ecosystems across Europe.
- (2) This Request for Proposals (RFP) falls under the EIT Higher Education Initiative (EIT HEI), under which EIT Health leads a dedicated task on Diversity, Equity and Inclusion (DEI) practices in innovation within higher education institutions (HEIs). The objective of this task is to strengthen the integration of DEI across innovation-related activities in HEIs at both project and institutional level.
- (3) The activity contributes to EIT Health’s strategic objective to promote diversity and support the development of innovation that reflects the needs of society, as well as to its priorities in education and capacity-building. It is also aligned with broader European priorities related to inclusive innovation, gender equality and equitable access within education, research and entrepreneurship ecosystems.

- (4) Within the EIT Community, some DEI-related reports and good practices have already been developed. However, currently there is no consolidated and structured overview of DEI implementation in HEIs, particularly in relation to innovation ecosystems and activities.
- (5) This results in a lack of:
 - (a) Systematic insights into barriers affecting participation in innovation-related activities;
 - (b) A basis for designing targeted capacity-building actions;
 - (c) Practical approaches to support HEIs in assessing and strengthening their DEI performance.
- (6) This service contract is intended to address this gap by providing an evidence-based and structured foundation to support the further development of DEI practices within the EIT HEI Initiative and across the wider EIT Community.

3. Objectives of the Service Contract

- (1) The objective of the service contract is to provide EIT Health with a comprehensive and structured analysis of DEI in HEIs, with a focus on innovation-related activities, programmes and institutional practices, within the framework of the EIT HEI.
- (2) The service provider is expected to deliver an evidence-based understanding of the current state of DEI practices, including the identification of key barriers affecting equitable access to innovation-related opportunities, activities, networks, funding and participation across HEIs.
- (3) The service combines strategic and analytical support and is outsourced to ensure access to specialised expertise.
- (4) The service contract will build on existing EIT Community materials, including previous analyses, reports, and good practices, with the objective of consolidating this knowledge base and addressing the current gap in structured, HEI-specific insights on DEI practices within innovation-related activities.
- (5) The expected outcomes of the contract include:
 - (a) A comprehensive analysis of DEI practices, challenges and gaps in HEIs;
 - (b) A structured analytical approach to assess DEI implementation;
 - (c) A set of clear and actionable recommendations to support HEIs in strengthening DEI across governance, teaching, research and innovation activities. This should include suggestions for training and capacity-building activities;
 - (d) A publication presenting the findings and recommendations from the three points above in a suitable format.

- (6) These outputs will provide the foundation for subsequent activities, including the development of a self-assessment tool for HEIs and capacity-building programmes, and it will support EIT Health in promoting inclusive and impactful innovation across its activities.

4. Legal Basis

- (1) This procurement is conducted under EIT Health's internal procurement policy for low-value contracts (between EUR 15,000 and EUR 60,000). While the estimated value is below the thresholds set out in Directive 2014/24/EU, the procedure adheres to the principles of transparency, proportionality, equal treatment, and non-discrimination.

5. Type of Contract

- (1) EIT Health is applying a simplified national procedure for contracts below the EU threshold but above EUR 15,000, in accordance with its internal procurement policy and in alignment with public procurement principles. The tender has been published on the *Deutsches Vergabeportal* (DTVP) to ensure fair competition and transparency. All eligible suppliers are invited to submit a bid.

6. Duration and Estimated Total Value

- (1) The contract resulting from this procedure is expected to cover a fixed period of five and a half (5.5) months, starting from the date of signature by both parties. The expected start date is 15 September 2026, and the latest possible end date is 26 February 2027.
- (2) Any modification to the contract period, including extensions or delays, must be explicitly justified, formally approved by EIT Health, and compliant with the principles of Directive 2014/24/EU and EIT Health's internal procurement policy.
- (3) Automatic renewals are not permitted. Upon expiry of the contract, if services are still required, EIT Health will initiate a new procurement procedure in accordance with applicable rules. The contractor is welcome to participate in such future procedures on equal terms with other candidates.
- (4) The estimated total value of this contract is EUR 45,000.00 (forty-five thousand euros), excluding VAT. This estimate includes all fees, reimbursable expenses, and other costs related to the delivery of the services.
- (5) This procurement is co-funded under HE, and the contract must be completed in line with the project's Grant Agreement (GA) timeframe and budgetary constraints.

7. Language of the Procedure

- (1) All aspects of this procurement procedure, including the preparation and submission of tenders, communication EIT Health, and any clarifications, must

be conducted in English. This includes the *Technical Offer*, the *Financial Offer*, and all administrative and supporting documentation, unless otherwise stated.

- (2) Supporting legal or official documents originally issued in another language (e.g. company registration certificates, insurance documents, diplomas) may be submitted in their original form. However, EIT Health reserves the right to request unofficial or certified translations into English at any stage of the evaluation, if clarity or legal verification is required.
- (3) The working language of the resulting service contract will also be English. All contractual communication, meetings, reporting, and deliverables must be conducted in English, unless explicitly agreed otherwise in writing by EIT Health.

8. Confidentiality and Data Protection

- (1) All information submitted in response to this RFP including commercial, technical, and financial data, will be treated as confidential and used solely for the purpose of evaluating the proposals, awarding the FA, and administering any resulting contracts.
- (2) EIT Health will handle all personal data in accordance with Regulation (EU) 2016/679 (GDPR), articles 6.1.(b)(c)(f).
- (3) The types of data processed may include but are not limited to names and contact details of individuals representing the tenderer; curriculum vitae; qualifications, and work history; financial and legal declarations; evidence of technical capacity; and in some cases, special category data (e.g. health-related or biometric data) where relevant to the proposed service or project area.
- (4) Tenderers are responsible for ensuring that all personal data submitted has been collected and disclosed lawfully, and that all individuals whose data is included are informed and aware of its processing for this purpose.
- (5) In cases of joint tenders or subcontracting, the lead tenderer is responsible for ensuring that all consortium members and subcontractors are equally compliant with applicable data protection laws and confidentiality obligations.
- (6) All proposal documents will be securely stored and retained only for as long as necessary to fulfil the purposes described, or as required by applicable EU audit and recordkeeping rules (e.g. HE, EIT). Where necessary, data may be shared with such bodies for verification and compliance purposes.
- (7) Tenderers may exercise their data protection rights (e.g. access, rectification, objection, restriction) by contacting EIT Health's Data Protection Officer at DataPrivacy@eithealth.eu. For more information, refer to our Data Protection Policy at <https://eithealth.eu/privacy-policy>.
- (8) By submitting a proposal, the tenderer confirms its acceptance of the terms outlined in this section.

9. Ethical Standards

- (1) EIT Health is committed to conducting all procurement procedures in accordance with the principles of integrity, transparency, equal treatment, proportionality, non-discrimination, and sound financial management.
- (2) Tenderers are expected to conduct their business in accordance with applicable laws, professional standards, and recognised principles of ethical conduct. This includes compliance with obligations relating to anti-corruption, anti-fraud, anti-money laundering, labour law, taxation, social security contributions, and professional ethics.
- (3) Tenderers shall act in good faith throughout the procurement procedure and during the performance of the resulting contract. Tenderers are expected to provide accurate information, cooperate with reasonable requests for clarification, and promptly disclose any circumstances that could affect their eligibility or ability to perform the contract.
- (4) As EIT Health activities are funded in whole or in part through European Union programmes, tenderers are expected to uphold the principles of integrity, ethics, and responsible conduct reflected in applicable EU funding frameworks, including HE where relevant.
- (5) EIT Health reserves the right to take appropriate measures where a tenderer's conduct is inconsistent with the principles set out in this section, including the application of exclusion measures in accordance with Section IV.2.a.

II. SCOPE OF THE CONTRACT

1. Description of Services

a. Scope and objectives

- (1) The service contract concerns the provision of specialised consultancy services to support EIT Health in conducting a gap analysis and needs assessment of DEI within HEIs, with a focus on innovation-related activities, programmes and institutional practices.
- (2) The service is strategic and analytical, aiming at generating and evidence-based understanding of how DEI is currently embedded in HEIs and to identify barriers that limit equitable access to innovation-related opportunities, activities, networks and participation.
- (3) The contract is implemented within the framework of the EIT HEI, under HE, and contributes to EIT Health's broader objectives of strengthening inclusive innovation, capacity-building and participation across European innovation ecosystems.
- (4) The service will build on existing EIT Community work, including previous analysis, reports and good practices with the objective of consolidating

available knowledge and addressing the current lack of a structured, HEI-specific understanding of DEI practices in the context of innovation-related activities, and supporting the development of further targeted DEI-related actions at HEI level.

- (5) The assignment will include several interconnected service components:
 - (a) Analytical work and data collection;
 - (b) Stakeholder engagement with HEIs and relevant actors, including beneficiary organisations from the EIT Higher Education Initiatives;
 - (c) Synthesis and reporting of findings;
 - (d) Development of structural insights and recommendations.
- (6) The work is expected to be carried out in a remote format with regular interaction and coordination with the EIT Health team. Engagement with external stakeholders, including HEIs, will be facilitated through EIT Health.
- (7) The service is intended to provide a coherent and structured analytical foundation that will inform further activities within the EIT HEI, including capacity-building and a self-assessment tool to support strengthening DEI in innovation contexts.

b. Deliverables

The following deliverables are expected to be produced:

Deliverable	Description	Deadline	Format
D1 - Inception Report	Detailed description of methodology, work plan and stakeholder engagement approach.	Within 30 days of contract signature	Report.
D2 - Interim Findings Summary	Summary of preliminary findings from needs assessment, initial gaps and insights.	Month 4	Report.
D3 - Interim report	Draft version of the publication including analysis structured approach and recommendations.	Month 5	Draft report.
D4 - Final report	Final version of the publication incorporating feedback from EIT Health. Suitable format for dissemination within the HEI Initiative and wider EIT Community.	End of February 2027	Final report ready for publication.
D5 - Presentation of Results	Presentation of key findings and recommendations to EIT Health, the EIT HEI and	After delivery of the Publication.	Presentation file, attendance list and recording of session.

	other relevant stakeholders.		
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c. Estimated Workload and Volume

- (1) The work is expected to be carried out in a remote format, with interaction with EIT Health and external stakeholders as required. Travel or on-site work is not expected.
- (2) Workload is expected to be relatively equally distributed across the 5.5 months of the contract duration. The service provider should expect desk research to be more prominent in the first few months, before engaging in qualitative research activities with key stakeholders in the central months, and which may include focus groups, roundtables, and interviews, among others.
- (3) Quantitative research, in the form of surveys or others, can also be part of this central part of the contract.
- (4) The expectation is that the last few weeks of the contract will be spent drafting and finalising the report. However, all three stages (desk research, qualitative research, and drafting) will in all likelihood overlap at different times.
- (5) It is expected that EIT Health staff responsible for this contract will stay highly involved guiding the contractor and notably acting as bridge between the contractor and initiative beneficiaries key to the analysis.

d. Place(s) of Performance

- (1) The services covered by the contract are expected to be delivered in a fully remote format, from the contractor's own premises or another suitable location within the EU. The assignment will involve regular coordination with EIT Health and interaction with relevant stakeholders, which will be conducted through remote communication. No on-site presence is foreseen.
- (2) Tenderers must be able to support a remote delivery model, including remote coordination across multiple time zones and locations and real-time collaboration with EIT Health teams.
- (3) Where services include the collection, processing, or storage of personal data, all systems and third-party providers must be fully compliant with GDPR. Unless explicitly authorised by EIT Health, all data hosting and processing activities must take place within the EU/EEA or in jurisdictions recognised by the European Commission as providing an adequate level of data protection.
- (4) Tenderers must ensure that any cloud services or digital platforms used in the delivery of services are hosted in the EU/EEA and meet GDPR standards. No personal or sensitive data may be accessed from or transferred to third countries without EIT Health's prior written approval. Any subcontractors involved in processing must be bound by equivalent legal and contractual obligations.

e. Language of Service Delivery

- (1) The primary language for all services delivered under this contract shall be English. This applies to all written deliverables (e.g. reports, presentations, documentation), all oral and written communication with EIT Health teams and stakeholders, as well as all coordination meetings, briefings, and correspondence, unless explicitly stated otherwise in this RFP or agreed in writing during contract negotiation.
- (2) Tenderers must ensure that all proposed personnel are capable of working fluently and professionally in English, both in spoken and written form. All deliverables must meet the expected standard of clarity, accuracy, and precision required for EU-level communication and reporting.
- (3) Unless explicitly agreed otherwise, all contractual documents and final deliverables must be submitted in English.

2. Performance Requirements

a. Quality Standards and Key Performance Indicators

- (1) The contractor is expected to deliver all services under this contract with the highest standards of quality, professionalism, and reliability, in line with EIT Health's role supporting health innovation across Europe.
- (2) The following general quality standards apply to all deliverables and interactions under this contract:
 - (a) Adherence to all agreed deadlines, formats, and specifications outlined in the contract.
 - (b) Clear, accurate, and audience-appropriate content for all written and oral outputs.
 - (c) Consistency in terminology, structure, and formatting across deliverables.
 - (d) Professional, respectful, and responsive communication with EIT Health staff and stakeholders.
 - (e) Proactive issue identification and transparent communication in the case of delays, risks, or deviations from the agreed plan.
- (3) EIT Health may monitor contractor performance using the following indicative Key Performance Indicators (KPIs):
 - (a) Timeliness: Percentage of deliverables submitted on or before the deadline.
 - (b) Responsiveness: Average time to respond to EIT Health queries or feedback.
 - (c) Quality of deliverables: Proportion of deliverables accepted without major revisions.

- (d) Compliance: Adherence to contractual obligations, including data protection, formatting, and reporting requirements.
- (e) Client satisfaction: Internal assessment by EIT Health staff following completion.
- (4) These KPIs may be used to monitor and assess contract performance, alongside periodic check-ins or reviews, feedback forms, and review of deliverables. EIT Health may define additional assignment-specific KPIs as part of the contract finalisation process.
- (5) In the event of persistent underperformance or material failure to meet expected quality standards, EIT Health reserves the right to issue a formal warning, apply contractual remedies (including payment withholding or reductions), or terminate the contract in accordance with the applicable terms and conditions.

b. Staffing, Capacity, and Responsiveness

- (1) Tenderers must demonstrate that they possess the organisational and human resource capacity necessary to deliver the services described in this RFP to a consistently high standard. This includes the ability to provide qualified personnel with the required expertise, maintain continuity throughout the assignment, and adapt as needed to EIT Health's coordination and delivery requirements.
- (2) At a minimum, the contractor must ensure availability of qualified staff throughout the duration of the contract; timely mobilisation of personnel following contract signature (typically within 5 to 10 working days, unless otherwise agreed); continuity of key personnel throughout the contract duration; and prompt replacement of any staff who become unavailable, with equally qualified professionals, subject to EIT Health's approval.
- (3) As part of their proposal, tenderers must include a core team overview, with named individuals assigned to key roles (e.g. project lead, technical expert, delivery specialist); a brief description of each role's responsibilities and estimated level of engagement; confirmation of each team member's language proficiency (minimum: professional working proficiency in English); and indication of whether team members are internal, freelance, or subcontracted.
- (4) The contractor is expected to be reachable during standard EU working hours (e.g. 09:00-18:00 CET) and to respond to EIT Health communications and feedback within 1-2 working days, unless otherwise agreed. Clear, reliable communication is considered part of the service quality standard.
- (5) Failure to maintain sufficient staffing levels, responsiveness, or continuity may result in reduced performance scores, impact payment approval, or, in the event of serious non-compliance, trigger escalation procedures as per the contract terms.

c. Continuity of Services

- (1) The contractor must ensure the continuous and reliable delivery of services throughout the full duration of this contract. This obligation applies regardless of any internal changes to personnel, subcontracting arrangements, or other organisational developments during implementation.
- (2) The contractor is expected to maintain a stable and fully functional project team, with the appropriate skills, familiarity with the assignment, and availability to meet all deadlines and coordination needs agreed under the contract.
- (3) In the event that any team member named in the contractor's proposal becomes unavailable after contract award, the contractor must notify EIT Health without delay, explaining the reason for the unavailability; propose a replacement within five working days; and ensure that the replacement has equal or superior qualifications and experience to the originally proposed staff member. EIT Health reserves the right to review the CV and suitability of the proposed replacement and to approve or reject the substitution accordingly.
- (4) For roles designated as key personnel in the contractor's proposal, prior written approval is required before any substitution can occur. The contractor is encouraged to propose deputy or alternate profiles for key roles at the outset, to facilitate rapid mobilisation if needed.
- (5) The contractor must implement an appropriate knowledge handover process for all team transitions to safeguard continuity of work and ensure minimal disruption. This includes maintaining up-to-date internal documentation, a shared project memory, and reasonable measures to prevent excessive reliance on any one individual.
- (6) Where relevant, EIT Health may request a continuity assurance plan as part of the project kick-off, especially for contracts exceeding three months or involving multiple phases or stakeholders.
- (7) Failure to maintain service continuity, including inadequate substitutions, poor transition planning, or repeated staff turnover, may be considered poor performance under the terms of the contract. This may result in payment retention, contractual remedies, or, in severe cases, contract termination.

d. Environmental, Social and Accessibility Requirements

- (1) All services delivered under this contract must reflect the principles of environmental sustainability, social responsibility, and universal accessibility, in alignment with EIT Health's strategic values and the EU's policy commitments.
- (2) Contractors are expected to actively reduce the environmental footprint of their services. This includes prioritising remote formats; using paperless processes, energy-efficient digital platforms, and low-emission logistics;

- (3) Contractors must demonstrate their commitment to DEI, including gender-balanced and diverse project teams where feasible; respect for ethical labour standards; and zero tolerance for discrimination, harassment, or exploitative practices, including in subcontracting chains.
- (4) EIT Health encourages subcontracting to social enterprises or inclusive SMEs and organisations when possible and values clear commitments to inclusive recruitment and leadership.
- (5) All deliverables must comply with relevant EU accessibility standards, including accessible document formats (e.g. tagged PDFs, readable text).
- (6) EIT Health may request that the contractor submit an Environmental, Social, and Governance (ESG) statement or brief description of how the organisation integrates sustainability, DEI, and accessibility into its operations. These elements may be considered as part of the technical evaluation.

e. Reporting Obligations

- (1) The contractor's reporting obligations under this contract shall be fulfilled through the submission of the deliverables specified in Section II.1.b, in accordance with the agreed timetable and the requirements of this contract. No separate reporting obligations shall apply unless expressly agreed in writing.
- (2) Unless otherwise specified in the Deliverables table, all deliverables shall:
 - (a) Be submitted in English;
 - (b) Be provided in the format specified for each deliverable and, where applicable, in editable electronic format;
 - (c) Be clear, complete, evidence-based and suitable for their intended purpose, including review, dissemination or publication where relevant
- (3) Where draft deliverables are required, EIT Health shall review the submitted draft and may provide comments. The contractor shall address reasonable comments before submitting the corresponding final deliverable.
- (4) EIT Health may request reasonable clarifications or minor revisions where necessary to verify that a deliverable complies with the requirements of the contract. Acceptance of each deliverable shall be subject to EIT Health confirming that it meets the agreed requirements.
- (5) In exceptional and justified circumstances (e.g. contract management, audits or requests from funding authorities), EIT Health may request additional information or supporting documentation directly related to the services performed. Such requests shall be proportionate and shall not constitute additional deliverables under the contract.
- (6) Failure to submit the required deliverables within the agreed deadlines, or the submission of deliverables that do not meet the contractual requirements, may

delay acceptance and the corresponding payment and may constitute a breach of contract.

f. Meetings

- (1) To ensure effective communication, alignment, and accountability throughout the execution of this contract, the contractor is expected to participate in the following meetings, unless otherwise agreed:
 - (a) **Kick-off Meeting (mandatory):** A kick-off meeting shall be held within 5 to 10 working days of the contract signature, unless otherwise agreed by the parties. The purpose is to align on the contract's objectives, deliverables, timeline, roles and responsibilities, KPIs, and reporting obligations. The meeting will typically be conducted remotely via video conference unless an in-person meeting is specifically required. EIT Health's project lead, the contractor's project manager, and relevant team members should attend. The contractor is responsible for preparing a brief summary email or meeting minutes to confirm alignment and record key decisions.
 - (b) **Progress Meetings (if applicable):** For assignments extending over a period of more than three months or involving multiple deliverables or phases, periodic progress meetings may be required. The frequency and format will be agreed at the start of the contract, typically monthly or at defined milestones. These meetings serve to review status, address challenges, track performance, and anticipate upcoming deliverables. They are generally held remotely. Following each progress meeting, the contractor shall provide a brief progress summary or shared action list capturing key points and next steps.
 - (c) **Final Review Meeting (mandatory):** A final review meeting is mandatory and will be held within 10 working days of service completion. Its purpose is to validate final deliverables, collect feedback from both parties, and discuss any outstanding issues, lessons learned, or follow-up needs. The meeting may also serve to complete the formal performance evaluation and deliverable acceptance process. It will normally be held remotely, unless otherwise agreed. EIT Health may request a brief summary of outcomes or reflections from the contractor.
- (2) EIT Health reserves the right to request additional ad-hoc meetings during the contract period to address urgent issues, adapt service delivery, or resolve escalations. Contractors are expected to respond to such requests flexibly and with reasonable notice.
- (3) The contractor must ensure that the assigned project manager and relevant team members are available, prepared, and responsive for scheduled meetings. Meetings should be proactively managed, and the contractor is expected to provide supporting materials (e.g. agendas, decks, trackers, follow-ups) where applicable.

- (4) Unjustified failure to attend key meetings may be considered a breach of contract obligations. Contractors are encouraged to maintain a shared action tracker or meeting log to ensure continuity across the contract lifecycle.

III. STRUCTURE OF THE CONTRACT

1. Legal Form of the Contract

- (1) This procurement will result in the signature of a legally binding service contract between EIT Health and the selected contractor. The contract will define all applicable rights, obligations, deliverables, timelines, and pricing for the services to be performed under this assignment.
- (2) The contract is non-exclusive, and its signature does not imply any obligation on EIT Health to engage the contractor for any additional or future work beyond the scope of this procurement.
- (3) A draft version of the Service Contract (including general terms and conditions) is provided as Annex 7 to this RFP. This draft constitutes an integral part of the RFP and will serve as the contractual basis upon award.
- (4) By submitting a proposal, tenderers are deemed to have reviewed, understood, and accepted the legal terms and obligations outlined in the draft Service Contract. Tenderers are expected to factor in all legal and financial conditions when preparing their offer.
- (5) Should a tenderer wish to raise justified objections to specific clauses in the draft contract, they must reference the relevant clause(s); propose alternative wording; and include this within the submitted proposal. Any legal objections or contract modifications submitted after the proposal deadline will not be considered. EIT Health reserves the right to reject any proposal that includes substantial or non-negotiable deviations from the draft contract.
- (6) The final signed Service Contract will be governed by German law and subject to the jurisdiction specified in the contract.

2. Validity Period

- (1) The service contract resulting from this procurement shall be valid for a period of 5.5 months (or until the full completion and acceptance of the services, if earlier), starting from the date of signature by the last contracting party. The contract shall enter into force on the date of the final signature, and no services may commence before that date.
- (2) The total contract duration includes all phases of service delivery, validation, reporting, and invoicing. Any extensions to the initially agreed timeline (e.g. delivery delays or mutually agreed adjustments) must be justified, agreed in writing by both parties, and formalised through a contract amendment.

- (3) This service contract is not subject to automatic renewal. Any additional or follow-up services, if required, will be the subject of a separate procurement procedure, in line with applicable thresholds and the EIT Health procurement policy. EIT Health may choose to re-tender the services under a new call to which all eligible economic operators, including the incumbent, may apply.
- (4) Any extension of duration beyond the original term is subject to alignment with Directive 2014/24/EU and applicable procurement thresholds and may only occur if clearly justified (e.g. force majeure, justified contract modification) and agreed in writing.

3. Non-Exclusivity and No Guarantee of Volume

- (1) This service contract is concluded on a non-exclusive basis. EIT Health reserves the right to procure similar or related services from other suppliers through separate procurement procedures, where such action is justified by operational needs, funding conditions, specific expertise requirements, or urgency.
- (2) The signature of this contract does not confer any exclusive rights to the contractor to deliver services to EIT Health now or in the future. The contractor acknowledges that this agreement relates solely to the scope and duration defined in this RFP and does not imply continuity or preferential treatment in future procurements.
- (3) The estimated value stated in this RFP is non-binding and provided for transparency and planning purposes only. EIT Health makes no guarantee of actual financial volume, workload, or usage under this contract beyond what is formally agreed upon in the signed terms.
- (4) No compensation or claim shall be made by the contractor on the basis of lower-than-anticipated usage of the contract; non-renewal or non-extension; the award of similar assignments to other providers; or procurement of related services through alternative channels.

4. Invoicing and General Payment Terms

- (1) All payments under this contract shall be made by EIT Health upon receipt of a compliant invoice, provided the services have been delivered in accordance with the terms of the contract and have been formally accepted in writing by the responsible EIT Health project lead.

a. Invoicing Procedure

- (1) Contractors may submit invoices only after formal acceptance of the deliverables by EIT Health. Invoices must be sent to the designated business address or via the electronic invoicing system specified by EIT Health and must include all legally required details. This includes:
 - (a) The full legal name, address, banking details, and VAT identification number of the contractor (or the lead entity in case of a joint tender);

- (b) The SSC number; the VAT ID of EIT Health (DE308993820)
 - (c) The Purchase Order (PO) number, if applicable;
 - (d) The invoice date and a unique invoice number
 - (e) The date of service completion or delivery
 - (f) A detailed breakdown of the services provided;
 - (g) The net taxable amount, any discounts or rebates;
 - (h) The VAT rate, the VAT amount, and reference to any applicable VAT exemption or reverse charge mechanism. The place of taxation for VAT purposes and the total amount due (both net and gross) must also be clearly stated.
- (2) The contractor is solely responsible for ensuring the invoice complies with all relevant VAT and invoicing legislation applicable in its own jurisdiction and in Germany, where relevant. For cross-border services, invoices must adhere to EU VAT regulations, including correct use of the reverse charge mechanism or other applicable provisions.
- (3) Invoices that do not comply with the above requirements will be rejected and must be corrected and resubmitted. Where specified in the Special Conditions (Annex 7), invoices must also be submitted in electronic format in line with Directive 2014/55/EU on electronic invoicing. In such cases, the invoice must be sent to invoices@eithealth.eu with the designated EIT Health Point of Contact in copy, provided in a structured electronic format (e.g. XRechnung or PEPPOL BIS), or submitted via the electronic platform or channel indicated in the Special Conditions (Annex 7).
- (4) Invoices submitted in PDF format or to any other email addresses will not be accepted unless explicitly authorised in writing by EIT Health.
- (5) Unless otherwise stated in the contract, EIT Health will process payment within 30 calendar days of the date of invoice approval (not submission). Payments are subject to compliance with EU audit rules and will be made by bank transfer in EUR. EIT Health accepts no liability for banking fees or currency conversion charges incurred by the contractor.

b. Deliverable-Based Payment

- (1) In most cases, payment will be tied to the submission and approval of deliverables as defined in the contract, or the achievement of specific milestones. The contract may define alternative structures, such as phased payments for long-term assignments, one-off payments upon final completion, or retention clauses, where a final balance is paid only after full validation.
- (2) No payment shall be made in advance unless explicitly stated and justified in the contract, without prior acceptance of the associated deliverables by EIT

Health, or for services or costs not foreseen in the contract without written amendment.

- (3) Where expenses (e.g. travel, accommodation, videography, catering) are reimbursable, they must be pre-approved in writing, be itemised in the invoice with receipts attached, and comply with EIT Health's policies (e.g. external travel reimbursement), available upon request.

c. Additional Terms

- (1) Interest on late payments shall only be payable in accordance with applicable German law and EU financial regulations.
- (2) EIT Health reserves the right to offset any amounts due from the contractor against outstanding obligations.

5. Confidentiality, IPR, and Data Protection

a. Confidentiality

- (1) The contractor shall treat as strictly confidential all information, documentation, and data received from EIT Health or generated in the performance of this contract. This includes, but is not limited to, strategic or unpublished materials, internal methodologies, technical specifications, project results, and any personal or financial data related to EIT Health staff, members, or participants.
- (2) Such information may not be disclosed, reproduced, or used for purposes other than contract performance, unless explicitly authorised in writing by EIT Health. This obligation shall remain in force for a period of five (5) years after the contract's expiry or termination, unless a longer retention is required by law or justified by the nature of the data.

b. Intellectual Property Rights

- (1) Unless otherwise agreed in writing, all results, deliverables, and outputs produced by the contractor under this contract shall become the exclusive property of EIT Health from the moment of creation or delivery. This includes documents, data, designs, reports, software, recordings, and other tangible or intangible outputs.
- (2) The contractor hereby assigns to EIT Health all economic rights related to such outputs, including rights of reproduction, distribution, translation, adaptation, and public use. Any reuse or publication by the contractor shall require prior written consent from EIT Health.
- (3) Where pre-existing materials ("Background IP") are used in the performance of the contract, they shall remain the property of their rightful owner. However, the contractor shall grant EIT Health a non-exclusive, royalty-free, irrevocable licence to use such materials for internal, reporting, or EU dissemination purposes.

- (4) If subcontractors or third parties contribute to any part of the deliverables, the contractor shall ensure that EIT Health receives all necessary rights and licences for continued and unrestricted use of those components, in line with the terms above.

c. Data Protection

- (1) The contractor shall fully comply with GDPR and any applicable data protection laws in the collection, processing, transfer, and storage of personal data under this contract.
- (2) The contractor shall implement appropriate technical and organisational measures to ensure data security, access control, and confidentiality; ensure that all processing activities are lawful, limited to what is necessary, and carried out under a valid legal basis; promptly notify EIT Health of any suspected or confirmed personal data breach; and ensure that any subcontractors or external data processors involved in processing personal data are contractually bound by equivalent obligations and safeguards.
- (3) If the contractor is considered a data processor on behalf of EIT Health, a separate Data Processing Agreement (DPA) may be required before processing begins.
- (4) Upon contract completion or termination, the contractor must return or securely delete all personal data, unless otherwise required by law, and provide written confirmation of data erasure, anonymisation, or secure archival.
- (5) EIT Health reserves the right to audit contractor compliance with the confidentiality, IPR, and data protection terms at any time during the contract's validity.
- (6) Any breach of these obligations may constitute grounds for immediate termination and may be reported to relevant oversight or enforcement bodies, including the European Commission, the European Court of Auditors (ECA), and the European Anti-Fraud Office (OLAF), where appropriate.
- (7) EIT Health retains the right to reuse deliverables, subject to licensing conditions, for EU-funded dissemination, internal use, or future programme implementation.

6. Termination Conditions

a. Termination by EIT Health

- (1) EIT Health reserves the right to terminate this contract, in whole or in part, with immediate effect by written notice to the contractor, in the event of substantial or repeated breach of contractual obligations; failure to perform, deliver, or correct defects within agreed timelines; fraud, corruption, professional misconduct, or misrepresentation; breach of confidentiality, data protection, or intellectual property obligations; loss of legal, financial, or technical eligibility, including bankruptcy, insolvency, or debarment; conduct

by the contractor that could seriously damage EIT Health's reputation, funding status, or legal compliance; change in EIT Health's funding conditions (e.g. reduction or cancellation of EU grants); or a force majeure event (as defined below) lasting longer than 30 calendar days.

- (2) Where appropriate, EIT Health may allow a remediation period of 10 working days, during which the contractor may propose corrective measures. EIT Health reserves the right to assess and reject insufficient or unsatisfactory remediation proposals.

b. Termination by the Contractor

- (1) The contractor may request termination of the contract in the event of material breach by EIT Health (e.g. non-payment without justified reason); occurrence of a force majeure event rendering contract performance impossible; or other substantial grounds, subject to written justification and prior approval by EIT Health.
- (2) All termination requests must be submitted in writing and are subject to review and acceptance by EIT Health.

c. Effects of Termination

- (1) Upon termination, the contractor shall cease all activities related to the contract immediately; return or transfer all deliverables, data, materials, and confidential information (complete or in-progress), in a usable and accessible format; and be eligible to invoice only for services duly performed and formally accepted by EIT Health prior to the termination date.
- (2) No further compensation, damages, or claims for loss of profit will be accepted for the unexecuted portion of the contract unless explicitly agreed in writing.

d. Force Majeure

- (1) Neither party shall be held liable for failure to perform obligations under this contract due to force majeure, defined as events beyond reasonable control, including but not limited to natural disasters, war, civil unrest, pandemics, or government-imposed restrictions.
- (2) The affected party must inform the other in writing within 5 working days of becoming aware of such an event. If the force majeure condition persists beyond 30 calendar days, either party may terminate the contract by written notice.

7. Audit Rights and Record Retention

- (1) Audit Rights:
 - (a) As a recipient of public funding, EIT Health and its contractors are subject to strict audit, verification, and control obligations under the applicable EU

regulatory frameworks (e.g. HE, Financial Regulation, and EIT Grant Agreements).

- (b) Accordingly, the contractor shall fully cooperate with any audit or verification activities related to the services performed under this contract. This includes audits conducted by EIT Health, EIT, ECA, OLAF, or any authorised EU body, programme evaluator, or designated third-party auditor.
 - (c) Audits may take the form of desk reviews, interviews, remote access inspections, or on-site visits, and may cover both the contractor and any subcontractors or consultants involved in the contract.
 - (d) The contractor must grant access to all technical, financial, legal, and administrative records related to the contract, including timesheets, invoices, receipts, contracts; project documentation and deliverables; and internal records and communication relevant to the scope and performance of the services.
 - (e) Failure to cooperate may result in cost rejection, recovery of funds, disqualification from future tenders, or escalation to competent authorities.
- (2) Record Retention:
- (a) The contractor shall retain all documents, data, and correspondence relevant to the implementation of this contract for a period of at least five (5) years from the date of final payment, or longer if required by applicable EU or national law.
 - (b) These records must be securely stored, traceable, and easily retrievable upon request; maintained in English or accompanied by English translations or summaries where appropriate; and available for inspection within ten (10) working days of a written request from EIT Health or an authorised audit body.
 - (c) The failure to retain or provide documentation may result in the ineligibility of reported costs, clawback of payments, or other administrative sanctions.
- (3) These audit and recordkeeping obligations shall remain in effect even after the expiry or termination of the contract.

IV. PARTICIPATION AND ELIGIBILITY

1. Who May Participate

- (1) Participation in this procurement procedure is open to all natural and legal persons who meet the conditions outlined below and are not subject to exclusion grounds.

- (2) Eligible participants include legal entities and individuals established in an EU Member State; legal entities and individuals established in EEA countries or countries with which the EU has a mutual market access agreement; and other third countries only if their participation is explicitly permitted under the rules of the funding programme or by decision of EIT Health.
 - (a) Participation from entities based in non-EU/non-EEA countries must be justified and approved in advance and shall be subject to applicable EU and national rules on market access.
 - (b) All entities must be legally registered and authorised to conduct the services described in the RFP in accordance with the laws of their country of establishment.
- (3) Tenderers may submit offers as single entities, or as part of a consortium or joint venture, provided that one member is appointed as the lead entity and takes full responsibility for the offer and contract execution; the roles and contributions of each member are clearly described in the proposal; and the consortium is either legally established or can commit to sign a joint agreement upon award.
 - (a) Consortia must submit a single integrated proposal on behalf of all members, and a declaration of Joint Tender (see Annex 0) signed by all consortium members.
 - (b) Each member of the consortium shall be jointly and severally liable for the performance of the contract.
- (4) Subcontracting is permitted provided that all subcontracted activities must be clearly indicated in the proposal; that subcontractors meet the same eligibility, exclusion, and legal capacity conditions as main tenderers; and that EIT Health retains the right to request proof of subcontractor qualifications and to approve or reject subcontractors at any stage. The main contractor remains fully responsible for the performance of any subcontracted services.
- (5) All tenderers, including consortium members and subcontractors, must be duly incorporated or registered as legal entities (or individuals authorised to operate commercially); hold the legal capacity to perform the contract under the applicable national law; and submit documentary proof of legal status as part of the proposal. Failure to comply with these requirements may result in disqualification.
- (6) Tenderers from countries under EU sanctions or restrictive measures are not eligible to participate. EIT Health reserves the right to verify compliance with applicable trade and export control laws.

2. Subcontracting Rules

- (1) Subcontracting is permitted under this contract, provided it complies with the rules outlined below. These provisions aim to ensure transparency, accountability, and the consistent quality of all services delivered.

- (2) The following shall not be considered subcontracting:
- (a) Use of workers posted to the contractors by another company owned by the same group and established in a Member State (“intra-group posting” as defined by Article 1, 3, of Directive 96/71/EC concerning the posting of workers in the framework of the provision of services).
 - (b) Use of workers hired out to the contractors by a temporary employment or placement agency established in a Member State (“hiring out of workers” as defined by Article 1, 3, (c) of Directive 96/71/EC concerning the posting of workers in the framework of the provision of services).
 - (c) Use of workers temporarily transferred to the contractors from a company established outside the territory of a Member State and that belongs to the same group (“intra-corporate transfer” as defined by Article 3, (b) of Directive 2014/66/EU on the conditions of entry and residence of third-country nationals in the framework of an intra-corporate transfer).
 - (d) Use of staff without employment contract (“self-employed persons working for the contractors”), without the tasks of the self-employed persons being well-defined parts of the contract.
 - (e) Use of suppliers and/or transporters by the contractors, to perform the contract at the place of performance, unless the economic activities of the suppliers and/or the transporting services are within the subject of this RFP.
 - (f) Performance of part of the contract by members of an EEIG (European Economic Interest Grouping), when the EEIG is itself a contractor or a group member.
- (3) Tenderers must clearly indicate in their proposal which parts of the services are intended to be subcontracted; the identity, role, and qualifications of each subcontractor (where known); and the estimated value or percentage of work to be performed by subcontractors.
- (4) All subcontracted services must be declared at the time of submission. Substitution or addition of subcontractors after the award of the contract is only allowed with prior written approval from EIT Health.
- (5) The main contractor remains solely responsible for the overall delivery of the services; fully liable for the actions, omissions, and performance of its subcontractors; and responsible for ensuring that all subcontracted services comply with the terms of the contract.
- (6) EIT Health will not have a direct contractual relationship with any subcontractor, and subcontractors may not claim payment or rights directly from EIT Health.
- (7) All subcontractors must meet the same eligibility and exclusion criteria as the main contractor; comply with all relevant provisions of the contract, including those on confidentiality, data protection and GDPR, environmental and social

obligations, and recordkeeping and audit. Upon request, the main contractor must provide supporting documentation to verify subcontractor compliance.

- (8) EIT Health reserves the right to reject any proposed subcontractor that does not meet the required standards, and to request the replacement of a subcontractor at any time if justified by performance, conflict of interest, legal non-compliance, or reputational risk. The contractor shall propose an equivalent or better-qualified substitute within 5 working days of EIT Health's request.
- (9) Subcontracting of the entire scope of services may be prohibited unless specifically justified and authorised. EIT Health may reject proposals that are deemed to represent excessive pass-through risk or where the main contractor has insufficient in-house capacity to manage the contract. The total subcontracted value may not exceed 20% of the contract, unless otherwise justified. All subcontracting agreements must be made available to EIT Health on request for verification.

3. Conflict of Interest

- (1) The provisions of this section apply to tenderers, consortium members, subcontractors, proposed personnel, and any third parties whose capacity is relied upon for the performance of the contract.
- (2) Tenderers must be free from any conflict of interest that could compromise, or reasonably be perceived as compromising, the impartiality, independence, or objectivity of either the procurement procedure or the performance of the contract.
- (3) A conflict of interest may arise, including but not limited to, where a tenderer:
 - (a) Has a direct or indirect financial, personal, professional, or organisational interest in the outcome of this procurement procedure;
 - (b) Has family, employment, business, or other relationships with persons involved in the preparation, evaluation, award, management, or oversight of this procurement procedure;
 - (c) Has participated in the preparation of this RFP or related procurement documentation in a manner that could provide an unfair competitive advantage;
 - (d) Possesses confidential or privileged information not available to other tenderers that could influence the outcome of the procedure;
 - (e) Is subject to any other circumstance that may impair, or appear to impair, independent and objective performance.
- (4) Tenderers must maintain professional independence and implement appropriate measures to identify, manage, and mitigate conflicts arising from existing or prospective client relationships. Tenderers shall disclose any known circumstances that could give rise to a conflict between the interests of EIT Health and those of another client.

- (5) Tenderers shall submit a declaration confirming that they are free from conflicts of interest or, where a potential conflict exists, providing full details together with proposed mitigation measures.
- (6) EIT Health shall assess any disclosed conflict of interest and may:
 - (a) Accept the proposed mitigation measures;
 - (b) Require additional mitigation measures or replacement of affected personnel;
 - (c) Reject the proposed mitigation measures; or
 - (d) Exclude the tenderer from the procurement procedure where the conflict cannot be adequately mitigated.
- (7) Tenderers shall inform EIT Health without undue delay of any actual, potential, or perceived conflict of interest arising during the procurement procedure or during the execution of the contract.

4. Exclusion Grounds

- (1) In line with the principles of Directive 2014/24/EU, the EU Financial Regulation, and applicable national procurement rules, EIT Health shall exclude, or may exclude, tenderers from participation in this procurement procedure where one or more of the following grounds apply. These requirements apply equally to consortium members, subcontractors, and any entities whose capacity is relied upon to satisfy the selection criteria.
- (2) A tenderer shall be excluded where it, or any person having powers of representation, decision-making, or control within the organisation, has been the subject of a final judgment for:
 - (a) Participation in a criminal organisation;
 - (b) Corruption;
 - (c) Fraud affecting the financial interests of the EU;
 - (d) Terrorist offences or offences linked to terrorist activities;
 - (e) Money laundering or terrorist financing;
 - (f) Child labour or trafficking in human beings.
- (3) EIT Health may exclude a tenderer where there is evidence that the tenderer:
 - (a) Is bankrupt, insolvent, being wound up, or subject to similar proceedings;
 - (b) Has committed grave professional misconduct;
 - (c) Has shown significant or persistent deficiencies in the performance of previous contracts;

- (d) Has entered into agreements with other economic operators aimed at distorting competition;
 - (e) Has attempted to improperly influence the procurement procedure;
 - (f) Has provided false, misleading, or incomplete information;
 - (g) Has failed to provide information or supporting documentation required by EIT Health;
 - (h) Is subject to a conflict of interest that cannot be effectively remedied through appropriate mitigation measures.
- (4) Tenderers shall submit a signed declaration (Annex 2) confirming that none of the exclusion grounds described above apply.
- (5) EIT Health reserves the right, at any stage of the procurement procedure or during the execution of the contract, to request supporting evidence, seek clarifications, consult official registers or databases (including EDES where applicable), and verify the information provided by the tenderer.
- (6) Any tenderer found to be subject to an exclusion ground, or to have provided false, misleading, or incomplete information, may be excluded from the procurement procedure.
- (7) Where an exclusion ground is identified after the award of the contract, EIT Health reserves the right to terminate the contract, recover any amounts unduly paid, and pursue any other remedies available under the contract or applicable law.

5. Selection Criteria

- (1) Tenderers must demonstrate that they possess the legal, financial, technical, and professional capacity necessary to perform the services covered by this contract. These requirements apply to individual tenderers, consortia, and, where applicable, subcontractors or third parties whose capacity is relied upon for the performance of the contract.

a. Legal and Regulatory Capacity

- (1) Tenderers must be legally established and authorised to provide the services covered by this contract in accordance with the laws and professional regulations applicable in their jurisdiction of establishment.
- (2) Tenderers providing regulated services must ensure that the personnel proposed for the performance of the services are duly authorised to practise law in the relevant jurisdiction(s).
- (3) Tenderers must ensure that the person signing the tender, and the resulting contract, is duly authorised to represent the entity.

- (4) In the case of a consortium, a lead member shall be designated and authorised to represent the consortium in all communications and contractual matters relating to this procurement procedure and the resulting contract.
- (5) Where a tenderer relies on the capacity of consortium members, subcontractors, or other third parties, such entities must satisfy the relevant legal and regulatory requirements applicable to the services they will perform.

b. Economic and Financial Capacity

- (1) Tenderers shall demonstrate sufficient economic and financial capacity to perform the services covered by the contract.
- (2) As evidence of compliance with this requirement, tenderers shall submit a Declaration of Economic and Financial Capacity (Annex 3), duly completed and signed. By signing the declaration, the tenderer confirms that it has sufficient financial resources and organisational capacity to perform the contract.
- (3) Where a tenderer relies on the financial capacity of another entity, including a consortium member or subcontractor, it must demonstrate that the necessary resources will be available throughout the duration of the contract.
- (4) In the case of a consortium, the required turnover may be met collectively by the consortium members.

c. Technical and Professional Capacity

- (1) Tenderers must demonstrate that they possess the technical expertise, professional qualifications, and organisational capacity necessary to perform the services covered by this contract.

Relevant Experience

- (2) Tenderers must demonstrate successful delivery of at least two (2) comparable projects during the past five (5) years.
- (3) The assignments must collectively demonstrate experience and expertise in one or more of the following areas:
 - (a) DEI analysis, advisory or policy work;
 - (b) HEIs or comparable academic and institutional environments;
 - (c) Innovation ecosystems, entrepreneurship or research and innovation activities;
 - (d) Analytical studies, needs assessment or gap analysis.
- (4) Experience and capacity of consortium members, subcontractors, or other third parties may be considered only where their role in the performance of the contract is clearly described and contractually committed.

Key Personnel

- (5) Tenderers must propose a core team capable of delivering the services covered by this contract.
- (6) The proposed team shall collectively demonstrate competence as, at a minimum:
 - (a) Project Lead/Manager;
 - (b) DEI Expert;
 - (c) HEI Expert;
 - (d) Analytical/Research Expert.
- (7) One individual may fulfil one or more of the above areas of competence, provided that the tenderer demonstrates that the proposed arrangement is sufficient to perform the contract successfully.
- (8) Key personnel must:
 - (a) Have relevant academic and professional qualifications;
 - (b) Demonstrate a minimum of five (5) years of relevant professional experience;
 - (c) Demonstrate expertise relevant to their proposed role;
 - (d) Be able to provide services in English at a professional working proficiency level equivalent to CEFR C1 or higher. Additional language capabilities, particularly German, French, Spanish, or other languages relevant to EIT Health operations, will be considered an advantage.

Organisational Capacity

- (9) Tenderers must demonstrate their ability to mobilise qualified personnel within short timeframes and manage multiple assignments simultaneously.
- (10) Tenderers must maintain appropriate organisational arrangements to ensure continuity of service, including replacement arrangements for key personnel and adequate resource planning.

d. Verification of Selection Criteria

- (1) Tenderers shall provide sufficient information and supporting documentation to enable EIT Health to verify compliance with the selection criteria set out in this section.
- (2) The documentation required to demonstrate compliance with the selection criteria is specified in Section VI and the relevant annexes to this RFP.
- (3) Documents not originally issued in English shall be accompanied by an informal English translation.

- (4) EIT Health reserves the right, at any stage of the procurement procedure and during the execution of the contract, to request clarifications, supporting evidence, updated documentation, or additional information necessary to verify compliance with the selection criteria.
- (5) Where, for valid reasons, a tenderer is unable to provide a specific document requested by EIT Health, alternative evidence demonstrating equivalent capacity may be accepted at EIT Health's discretion.

V. AWARD CRITERIA AND DECISION MAKING

1. Evaluation Methodology

- (1) The contract shall be awarded on the basis of the Most Economically Advantageous Tender (MEAT), considering both quality and price.
- (2) Proposals shall be evaluated using the following weighting:

Component	Maximum Points
<i>Technical Offer</i>	60
<i>Financial Offer</i>	40
Total score	100

- (3) Only proposals achieving at least 36 points out of 60 (60%) in the technical evaluation shall proceed to financial evaluation.
- (4) The evaluation shall be carried out by an evaluation committee appointed by EIT Health and documented in accordance with EIT Health procurement procedures.
- (5) EIT Health reserves the right to verify any information provided by tenderers and to request clarifications.

2. Award Criteria

a. Technical Evaluation

- (1) The *Technical Offer* shall be evaluated against the following criteria:

Nr.	Criterion	Max Points (60)
1	Understanding of the assignment	15
2	Methodology, work plan and deliverables	20
3	Relevant experience in DEI	20
4	Relevant experience in higher education contexts and innovation systems	20
5	Team composition and expertise	15
6	Risk assessment and mitigation measures	10
	Total technical score	Sum of points awarded * 60%

- (2) Detailed scoring guidance is provided in the *Technical Evaluation Matrix* below.

Criterion 1: Understanding of the assignment

Evaluation of: Section 1 of the <i>Technical Offer</i>.	Maximum Points (15)
Excellent understanding; demonstrates strong knowledge of DEI in HEIs and innovation ecosystems	11-15
Good understanding but somewhat generic or missing nuances.	6-10
Limited or superficial understanding; not clearly aligned with the objectives.	0-5

Criterion 2: Methodology, work plan and deliverables

Evaluation of: Section 2 of the <i>Technical Offer</i>.	Maximum Points (20)
Clear, structured and well-tailored methodology; coherent work plan with realistic sequencing and strong analytical approach	16-20
Generally sound approach but methodology and work plan lack detail, structure or tailoring	8-15
Weak, generic or unclear methodology and work plan	0-7

Criterion 3: Relevant experience in DEI

Evaluation of: Section 3 of the <i>Technical Offer</i>.	Maximum Points (20)
Strong and clearly demonstrated experience in DEI-related assignments, including analytical, advisory or policy-oriented work; portfolio shows direct relevance and depth.	15-20
Relevant experience in DEI, but more limited in scope or alignment with the assignment.	8-14
Limited or unclear experience in DEI-related work.	0-7

Criterion 4: Relevant experience in higher education contexts and innovation systems

Evaluation of: Section 4 of the <i>Technical Offer</i>.	Maximum Points (20)
Strong and directly relevant experience with higher education institutions and/or innovation ecosystems; clear evidence of understanding of academic environments.	15-20
Some relevant experience in higher education or innovation contexts, but less directly aligned.	8-14
Limited or unclear experience in higher education or innovation-related environments.	0-7

Criterion 5: Team composition and expertise

Evaluation of: Section 5 of the <i>Technical Offer</i>.	Maximum Points (15)
Strong and well-balanced team with clearly relevant expertise and defined roles.	11-15
Adequate team with some gaps in expertise or clarity.	6-10
Weak or unclear team composition; missing key expertise.	0-5

Criterion 6: Risk assessment and mitigation measures

Evaluation of: Section 6 of the <i>Technical Offer</i>.	Maximum Points (10)
Clear and relevant risks identified with strong mitigation measures.	8-10
Some risks addressed, general strategies but mitigation basic.	4-7
Weak or missing risk assessment.	0-3

b. Financial Evaluation

(1) The *Financial Offer* shall be evaluated based on the total calculated price submitted in Annex 6.

(2) The financial score shall be calculated using the following formula:

$$\text{Financial Score} = (\text{Lowest offered price} / \text{Price of proposal}) * 100) * 40\%$$

(3) The tenderer submitting the lowest evaluated offer price shall receive the maximum financial score of 40 points.

3. Final Ranking

(1) Each member of the evaluation committee shall perform an independent assessment of the proposals against the published award criteria and scoring matrix.

(2) Following completion of the individual assessments, the evaluation committee shall hold a consensus meeting to discuss the results and agree on a final score for each proposal and each evaluation criterion.

(3) The final technical score shall be the consensus score adopted by the evaluation committee and recorded in the evaluation report. The final score shall not necessarily correspond to the arithmetic average of the individual scores awarded by the evaluators.

(4) The evaluation committee shall seek unanimous agreement wherever reasonably possible.

(5) Where unanimous agreement cannot be reached, the committee may adopt the final score by majority decision, provided that:

(a) The reasons for the final score are fully documented;

(b) Any material divergence of views is recorded in the evaluation report; and

(c) The final score remains fully consistent with the published evaluation criteria and scoring matrix.

(6) Following completion of the technical evaluation, the financial scores shall be calculated.

(7) The final score of each proposal shall be calculated as follows. The maximum possible score is one hundred (100) points:

$$\text{Final score} = \text{Technical score} + \text{Financial score}$$

(8) Proposals shall be ranked from highest to lowest according to their final score.

(9) The contract shall be awarded to the highest-ranked tenderer, provided that the tenderer:

(a) Satisfies all eligibility and selection requirements;

- (b) Is not subject to any exclusion ground;
 - (c) Achieves the minimum technical threshold; and
 - (d) Remains compliant with all requirements of this RFP.
- (10) In the event of a tie in the final score, preference shall be given to the proposal obtaining the higher technical score.
- (11) Where a tie remains after application of paragraph (10), preference shall be given to the proposal obtaining the highest score in the following order of priority: Criterion 2, 3, 4, 1, 5, and 6.
- (12) Where a tie still remains, EIT Health may apply another objective and non-discriminatory method consistent with the principles of transparency, proportionality, and equal treatment, provided that the method and reasons for its application are documented in the evaluation report.

4. Clarification and Rectification Procedures

- (1) To ensure a fair and transparent evaluation, EIT Health may, where necessary and in accordance with the principles of equal treatment and transparency, request clarifications or the rectification of formal omissions in submitted proposals.
- (2) Clarifications may be requested where parts of a proposal are ambiguous, unclear, contradictory, or where additional explanation is reasonably required to assess the proposal.
- (3) Tenderers may be asked to:
- (a) Confirm the interpretation of specific information;
 - (b) Explain aspects of their methodology or pricing logic;
 - (c) Provide supporting information already referenced in their proposal; or
 - (d) Submit missing administrative documentation.
- (4) Rectification may be requested in relation to:
- (a) missing signatures;
 - (b) missing declarations;
 - (c) proof of registration;
 - (d) incorrect annex references;
 - (e) formatting inconsistencies; or
 - (f) other minor omissions that do not affect the substance of the proposal.
- (5) Clarifications and rectifications shall not:
- (a) Introduce new substantive information;

- (b) Modify the technical solution offered;
 - (c) Alter the proposed team, methodology, or pricing;
 - (d) Improve the proposal beyond what was submitted by the deadline; or
 - (e) Result in unequal treatment or provide a competitive advantage.
- (6) Any attempt to revise or materially improve a proposal through the clarification process may result in exclusion from the procedure.
- (7) EIT Health shall specify the deadline for responding to clarification requests. Failure to respond within the prescribed timeframe may result in rejection of the proposal.
- (8) All clarification requests and responses shall be conducted in writing, time-stamped, retained as part of the procurement file, and made available for audit purposes.
- (9) Comparable situations shall be treated consistently and in accordance with the principles of equal treatment and transparency.
- (10) EIT Health will not engage in post-deadline negotiations regarding the substance of proposals.

5. Award of the Contract

- (1) Upon completion of the evaluation process, the contract shall be awarded to the highest-ranked tenderer meeting all requirements of this RFP.
- (2) The evaluation committee shall submit its evaluation report and recommendation for award in accordance with EIT Health internal procedures.
- (3) The final award decision shall be taken by the competent EIT Health authority.
- (4) All participating tenderers shall be notified in writing of the outcome of the procedure.
- (5) Upon written request, unsuccessful tenderers may receive a summary of the reasons for the decision and their score in each evaluation area.
- (6) The successful tenderer shall be invited to sign the contract following expiry of any applicable standstill period.
- (7) The contract shall enter into force only upon signature by both parties.
- (8) If the selected tenderer fails to sign the contract within the prescribed period, EIT Health may invite the next-ranked tenderer to enter into the contract, provided that its proposal remains valid and compliant.
- (9) EIT Health reserves the right to:
 - (a) Not award the contract;

- (b) Cancel or discontinue the procurement procedure at any time prior to signature of the contract;
 - (c) Postpone the award decision, when justified by internal, legal, operational, or funding considerations;
 - (d) Verify the accuracy of information submitted by tenderers prior to contract signature.
- (10) Any decision not to proceed with the award shall be duly justified and communicated to all participating tenderers.
- (11) No compensation or reimbursement of costs shall be payable to tenderers in the event of cancellation or discontinuation of the procedure.

6. Notification and Publication of Results

- (1) Following the award decision, EIT Health shall notify all participating tenderers in writing of the outcome of the procurement procedure.
- (2) The notification may include, as applicable:
 - (a) Whether the tender was successful or unsuccessful;
 - (b) The final technical and financial scores obtained;
 - (c) The final ranking of the proposal;
 - (d) The identity of the successful tenderer; and
 - (e) The information regarding the applicable standstill period and the possibility to request additional information concerning the evaluation outcome.
- (3) Upon written request, unsuccessful tenderers may receive a summary of the reasons for the decision, including the characteristics and relative advantages of the successful tender, to the extent permitted by applicable law and without disclosing confidential information or commercially sensitive information belonging to other tenderers.
- (4) EIT Health shall publish the award results on OJEU and TED, and the publication shall include the name of the awarded contractor, a short description of the scope, the total contract value, and the duration of the contract.
- (5) EIT Health reserves the right to withhold information where disclosure would:
 - (a) Impede law enforcement;
 - (b) Otherwise, be contrary to the public interest;
 - (c) Prejudice the legitimate commercial interests of an economic operator; or
 - (d) Adversely affect fair competition between economic operators.

- (6) All notifications, evaluation records, clarifications, correspondence, and procurement documents shall be retained in accordance with EIT Health's document retention policies and may be made available for internal or external audit and control purposes in accordance with applicable legal and contractual requirements.

7. Remedies and Right of Appeal

- (1) Tenderers have the right to request review or lodge a complaint if they believe that the procedure has not been conducted in accordance with Directive 2014/24/EU, the applicable national transposition laws (e.g. VgV and GWB in Germany), and the principles of equal treatment, non-discrimination, proportionality, and transparency.
- (2) Tenderers who believe they have been disadvantaged by a procedural error or legal breach may request clarification, a formal review of the evaluation process, or a legal recourse via the competent review body. Such requests should be submitted in writing to EIT Health (appeals@eithealth.eu) as soon as possible following notification of results, and no later than any statutory deadlines under national law.
- (3) EIT Health shall observe a standstill period following notification of award. This period allows tenderers to raise objections before the contract is signed. After the contract is signed, appeals may still be possible under the applicable laws, but remedies may be limited. Requests may be addressed to General Administration of the Free State of Bavaria (<https://www.regierung.oberbayern.bayern.de/>)

VI. INSTRUCTIONS FOR BIDDERS

1. Submission Process

a. Submission Method

- (1) All proposals must be submitted electronically and exclusively via the DTVP (<https://dtvp.de>), which serves as the official procurement platform for this procedure.
- (2) To participate, tenderers must register on DTVP as a supplier (free of charge), download the tender documents, upload all required documents directly within the system, using the designated fields.
- (3) Submission via email, physical delivery, or cloud-based links (e.g. Dropbox, Google Drive, WeTransfer) is strictly prohibited and will result in disqualification.
- (4) The use of external file hosting platforms violates EU procurement rules on confidentiality, traceability, and equal treatment, and will not be accepted under any circumstances.

b. Deadline for Submission

- (1) The full proposal must be submitted by no later than **23 August 2026 23:59 CEST UTC/GMT+2**. The DTVP portal will automatically close the submission function at the exact deadline. Late submissions, even if caused by internet or upload errors, will not be accepted unless the fault is attributable to the DTVP or EIT Health.
- (2) Tenderers are strongly advised to begin the upload process well in advance of the deadline to avoid disqualification due to last-minute technical issues.

c. Timetable

Questions accepted until	13 August 2026
Proposals accepted until	23 August 2026 23:59 CEST UTC/GMT+2
Proposals opened on	24 August 2026
Proposals evaluated until	03 September 2026
Notice of (non-)award sent on	04 September 2026
Standstill period until	09 September 2026
Signing of the contract from	10 September 2026

2. Format and Structure of the Proposal

a. General Format Requirements

- (1) All documents must be submitted in PDF format unless otherwise indicated. Files must be fully searchable (i.e. no scanned images for text-heavy documents, unless required for signed forms).
- (2) All content must be in English. Bidders may use electronic signatures in accordance with the eIDAS Regulation (EU No 910/2014), if applicable.
- (3) Virus-infected files, corrupted documents, or unsupported formats will result in disqualification of the affected documents or sections.

b. Use of Templates

- (1) All required templates (e.g. *Financial Offer*, declarations) are provided as annexes to this RFP. These must be used without modification, except where fields are intended to be filled in.

3. Clarification Process

a. Submitting Questions

- (1) All requests for clarification must be submitted exclusively via the DTVP platform, using the “communication” or “Q&A” function linked to the procedure. Questions sent by email, telephone, or other channels will not be answered. Questions must clearly indicate the relevant section and paragraph of the RFP. EIT Health will not provide informal or individual consultations regarding the interpretation of the tender documents.

- (2) Deadline for submitting questions: 10 calendar days before proposal submission deadline. No clarifications will be accepted after this deadline to ensure equal treatment.

b. Publication of Answers

- (1) Responses to all eligible and timely questions will be published anonymously via the DTVP platform and shall be accessible to all registered participants of the procedure.
- (2) The responses shall be considered as binding clarifications that form part of the procurement documentation. Answers may clarify, refine, or elaborate on the existing RFP text, but shall not alter its substance.

c. Disclaimer

- (1) EIT Health reserves the right not to respond to questions that are unclear, repetitive, or irrelevant to the procedure, to issue consolidated or amended answers in the form of a formal corrigendum if necessary, and to extend the submission deadline if clarifications substantially impact proposal preparation.
- (2) All decisions to amend or clarify the procedure will be communicated via DTVP only.
- (3) Bidders are encouraged to review all published Q&A responses before finalising their offer. EIT Health will not assume responsibility for misunderstandings arising from questions not submitted according to the procedure.

4. Language Requirements

- (1) All proposals and related documentation must be submitted in English. This includes the *Technical Offer*, the *Financial Offer*, and all supporting administrative documents, including declarations.
- (2) Supporting documents originally issued in another language (e.g. company registration, insurance certificates, diplomas) may be accepted without translation, provided that they are clearly identifiable and a brief summary in English is provided where necessary for understanding and evaluation.
- (3) EIT Health reserves the right to request a certified or sworn translation of any document during evaluation or prior to contract signature, if needed for clarity or legal compliance.

5. Content of the Proposal

- (1) For the purposes of this procurement procedure, the proposal shall consist of:
 - (a) The *Technical Offer* referred to in this section VI.5.a;
 - (b) The *Financial Offer* referred to in this section VI.5.b; and

- (c) The administrative and legal documentation referred to in this section VI.5.c.

a. Technical Offer

- (1) The *Technical Offer* shall be submitted as a single searchable PDF document in English.
- (2) No pricing information shall be included in the *Technical Offer*. Inclusion of pricing information may result in exclusion from the evaluation process.
- (3) No mandatory template is provided. However, tenderers shall follow the structure presented in the table below and ensure that the information provided directly addresses the award criteria and scoring matrix set out in Section V.2. of this RFP.

Section 1 (Max 01 page)	Understanding of the assignment Describe your understanding of the objectives and context of the assignment. Explain your understanding of DEI challenges within higher education institutions regarding innovation, entrepreneurship, knowledge transfer and institutional transformation.
Section 2 (Max 03 pages)	Methodology, work plan and deliverables Describe the proposed methodology for delivering the assignment, including the analytical framework, research design, data collection/analysis, stakeholder engagement, and use of existing EIT Community materials and other relevant sources. Provide a realistic work plan, timeline and allocation of activities.
Section 3 (Max 02 pages)	Relevant experience in DEI Describe your experience that is most relevant to this assignment, with particular emphasis on previous work on DEI (e.g. analytical, advisory, research, policy). Explain the relevance of the projects referenced in Annex 4 (Declaration of Technical Capacity). <u>Your description shall complement, and not repeat, the information provided in the annex.</u>
Section 4 (Max 02 pages)	Relevant experience in higher education contexts and innovation systems Describe your experience that is most relevant to this RFP, regarding previous work in higher education institutions, academic environments and/or innovation ecosystems. Explain the relevance of the projects referenced in Annex 4 (Declaration of Technical Capacity). <u>Your description shall complement, and not repeat, the information provided in the annex.</u>
Section 5 (Max 02 pages)	Team composition and expertise Explain why the proposed project team is suitable for this RFP. You may highlight the qualifications, expertise and experience of the proposed key members. Describe the roles and responsibilities of each team member and their contribution to the delivery of the assignment. <u>Your explanation shall complement, and not repeat, the information provided in Annex 5 (Declaration of Professional Capacity).</u>
Section 6 (Max 01 page)	Risk assessment and mitigation measures Identify the principal risks that could affect the successful delivery of the assignment. For each identified risk, describe its potential impact, likelihood and the proposed mitigation measures.

b. Financial Offer

- (1) The *Financial Offer* shall be submitted separately from the *Technical Offer* and shall consist of the completed pricing table provided in Annex 6.
- (2) The *Financial Offer* shall be expressed in EUR and exclusive of VAT unless otherwise specified.
- (3) Tenderers shall submit a complete and transparent financial proposal covering all services required for the successful delivery of the assignment described in this RFP.
- (4) Unless expressly stated otherwise in Annex 6, the prices submitted shall include all costs necessary for the performance of the services, including, but not limited to:
 - (a) Personnel costs;
 - (b) Project management and coordination costs;
 - (c) Research, analytical and advisory activities;
 - (d) Stakeholder engagement and consultation activities;
 - (e) Preparation, drafting and revision of the required deliverables;
 - (f) Overhead and administrative expenses;
 - (g) Software, licences, databases and other tools necessary for the performance of the services; and
 - (h) Any other costs reasonably incurred in the ordinary performance of the contract.
- (5) Where expressly foreseen in Annex 6 or otherwise approved in writing by EIT Health in advance, certain third-party costs directly related to the performance of the services may be reimbursed separately, provided that such costs:
 - (a) Are necessary for the performance of the contract;
 - (b) Are supported by appropriate documentary evidence; and
 - (c) Are invoiced at actual cost without any administrative surcharge, handling fee or profit margin.
- (6) Such reimbursable costs may include, where applicable and subject to prior written approval by EIT Health:
 - (a) Travel and accommodation expenses required for stakeholder meetings, workshops or presentations;
 - (b) Venue or meeting facilities required for stakeholder engagement activities;
 - (c) Translation, interpretation or transcription services;

- (d) Survey platforms or other specialised third-party services necessary for data collection or analysis; and
 - (e) Other reasonable third-party expenses directly attributable to the performance of the contract.
- (7) Tenderers shall not modify the structure of Annex 6 unless expressly authorised by EIT Health. Conditional pricing, alternative pricing structures, or deviations from the pricing template may result in the rejection of the proposal.
- (8) The prices submitted by the successful tenderer shall form the financial basis of the service contract and shall remain fixed for the duration of the contract unless otherwise expressly provided for in the contract.
- (9) If a *Financial Offer* appears to be abnormally low in relation to the services to be provided, EIT Health reserves the right to request the tenderer to provide a written explanation of the price or costs proposed. Such explanation may relate to the proposed methodology, the organisation of the work, the technical solutions adopted, the allocation of resources, compliance with applicable legal obligations, or any other factor relevant to the performance of the contract. Where the explanations provided do not satisfactorily demonstrate that the tenderer will be able to perform the contract in accordance with the requirements of the procurement documents, EIT Health reserves the right to reject the tender as abnormally low.

c. Administrative and Legal Documentation

- (1) All documents forming part of the proposal shall be complete, accurate, fully readable, and submitted in accordance with the requirements of this RFP.
- (2) Unless otherwise specified, all declarations and forms requiring signature shall be signed by an authorised representative of the tenderer.
- (3) The following documents shall be submitted as part of the Proposal:
 - (a) **Annex 0:** Proposal Submission Checklist and Declaration
 - (b) **Annex 1:** Identification Form
 - (c) **Annex 1a:** Power of Attorney
 - (d) **Annex 1b:** Letter of Commitment
 - (e) **Annex 2:** Declaration on Absence of Grounds for Exclusion
 - (f) **Annex 2a:** Declaration on EU Russia Sanctions
 - (g) **Annex 3:** Declaration on Economic and Financial Capacity
 - (h) **Annex 4:** Declaration on Technical Capacity
 - (i) **Annex 5:** Declaration on Professional Capacity

- (4) Where a tender is submitted by a consortium or where the tenderer relies on subcontractors or third parties, the documentation required under this section shall also be submitted for such entities to the extent required by this RFP.
- (5) Failure to submit mandatory documentation may result in the rejection of the proposal, unless the missing information may be clarified or rectified in accordance with Section V of this RFP.
- (6) EIT Health reserves the right, at any stage of the procurement procedure or prior to signature of the contract, to:
 - (a) Request originals, certified copies, translations, or updated versions of any document;
 - (b) Request additional supporting evidence necessary to verify information contained in the proposal;
 - (c) Verify the authenticity and accuracy of any declaration or document submitted by the tenderer.
 - (d) The *Technical Offer*, *Financial Offer*, and all administrative and legal documentation submitted by the successful tenderer shall form an integral part of the contractual documentation and shall be incorporated by reference into the resulting contract, to the extent applicable.