

Request for Proposal

Training Development Services for EU Member States

EIT Digital IVZW

Brussels, 27 August 2025

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1. Introduction

1.1. Overview of EIT Digital

A competitive digital Europe that is inclusive, fair and sustainable

EIT Digital embodies the future of innovation by mobilizing a pan-European multi-stakeholder open-innovation ecosystem of top European corporations, SMEs, startups, universities and research institutes, where students, researchers, engineers, business developers and investors address the technology, talent, skills, business and capital needs of digital entrepreneurship.

EIT Digital builds the next generation of digital ventures, digital products and services, and digital entrepreneurial talent, helping businesses and entrepreneurs to be at the frontier of digital innovation by providing them with technology, talent, and growth support.

EIT Digital answers specific innovation needs by, for example, finding the right partners to bring technology to the market, supporting the scale-up of digital technology ventures, attracting talent and developing their digital knowledge and skills.

1.2. Investing in areas strategic for Europe

EIT Digital invests in strategic areas to accelerate the market uptake and scaling of research-based digital technologies (deep tech), focusing on Europe's key societal challenges: **Digital Tech, Digital Cities, Digital Industry, Digital Wellbeing, and Digital Finance.**

1.3. A journey of growth

Launched in 2010, EIT Digital set out on a journey of growth. Growth of its community, growth of delivery on innovation, entrepreneurship and talent, and growth of its impact through leadership.

Since its launch, EIT Digital has equipped more than 3,500 students with the skills to innovate and become entrepreneurs; EIT Digital has supported more than 780 start-ups and scale-ups to grow internationally, created more than 250 ventures and launched more than 540 products and services commercially.

EIT Digital matured against the background of a fast-accelerating digital world and a growing focus on entrepreneurship in Europe. Complementing the strong European research base, this entrepreneurial mindset will strengthen Europe's position in a digital world driven by data, platforms, and the network economy. Creating a Strong Digital Europe will safeguard European values by being inclusive, fair, and sustainable.

2. Purpose of RFP

This RFP and accompanying Appendices (see Section 10) are describing the procurement procedure, as well as the criteria according to which the Tenderers and their Tenders shall be evaluated to identify the Supplier that will provide the best value for money and be the trusted partner for EIT Digital for the coming years.

EIT Digital initiated this procurement procedure to conclude an Agreement with one Contractor for the provision of **Development of Training Content and Delivery** (the **Assignment**). More information on the Assignment is included in Section 5. The execution of the Assignment starts November 1st, 2025 (implementation period to be mutually agreed) and has a duration of 2 calendar years (October 31st, 2027) including all reporting over that year in the year thereafter, with the possibility to extend the project for 2 additional months (December 31st, 2027).

3. Definitions

Agreement – The agreement on which the assignment is executed in accordance with the RFP.

Appendices – Documents that are linked to the RFP.

Assignment – The requested services and/or products that the winning Tenderer can deliver in accordance with the RFP and the Agreement. The Assignment is explicitly described in Section 5.

Award Notification (Winner) – The digitally transmitted decision with which the winner is notified about Tender award in which they will be requested to provide the supporting documents regarding implementation.

Award Notification (Others) – The digital transmitted decision with which the other Tenderers are notified on the outcome, a brief explanation to the decision and their possibility to ask questions and/or file a complaint.

BVFM – (Best Value for Money) The Tender which provides the most advantageous combination of costs, quality and/or sustainability

Collaboration – A combination of legal entities in the capacity of Tenderer who are individually jointly and severally liable for the Tender and performance of the Assignment.

Conflict of Interest – Refers to a situation where the impartiality and objectivity of a decision, opinion or recommendation might be perceived as being compromised by a personal interest held or entrusted to a given individual.

Contractor – The Tenderer with the Tender that provide the BVFM.

Exclusion ground – A circumstance of the Tenderer or Tender which will lead to exclusion from the Assignment.

KPI – (Key Performance Indicators) Variables to analyse the performance of the company, their product and/or their services.

Legal representative – The natural person who, according to the extract of the Chamber of Commerce (in the member state of the Tenderer), is entitled to legally bind the Tenderer.

Note of information – Combined answers of EIT Digital on questions of the Tenderers concerning the Tender documents during the procurement procedure.

RFP (Request for Proposal) – Underlying document with which the Tenderers are asked to submit their quotes, provided that they are fulfilling the minimum requirements.

Service(s) and/or Products – Requested services and/or products as defined in this RFP.

Tender – The complete offer of a Tenderer including all documents with which EIT Digital can determine if the Tenderer meets the minimum requirements and to what extent the offer qualifies as BVFM.

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

Tenderer – A legal entity (or combination of legal entities) that is willing to submit a Tender in accordance with the Assignment and corresponding requirements as formulated in this RFP.

Third parties – All parties except: EIT Digital, the Tenderers and all their legally related parties.

Qualitative selection criteria – Qualitative criteria are intended to provide EIT Digital with certainty about the quality of the Tenderer to execute the Assignment as desired and within the timeframe.

TED – Tenders Electronic Daily – The online version of the supplement to the Official Journal of the EU, Dedicated to European public procurement. A Tender above European threshold is to be publicised on www.ted.europa.eu.

Working day – A calendar day, not a Saturday or Sunday, not an internationally respected holiday and/or the equivalent of such a day as respected by EIT Digital.

4. General information

4.1. Procurement Procedure

EIT Digital has voluntarily decided, in accordance with the EU “Financial Regulation” (EU no 966/2012), to set up a strong management and control procurement system. In addition to the principles as contained in the Financial Regulation, EIT Digital has looked for guidance in the European procurement directives 2014/24/EU and 2007/66/EG. These Directives include provisions and principles like transparency, equal treatment, non-discrimination, proportionality, and lack of conflict of interest which are equally respected throughout EIT Digital and this procurement procedure.

This RFP is therefore a result of the choices EIT Digital made in its Procurement Manual. In accordance with the EIT Digital Procurement Policy, and the European procurement Directive, the estimated contract value (the estimated value of the contract including all extension options exceeds the policy threshold of EUR 221.000) therefore a “Public Tender” procedure is applicable. We have announced this Assignment on the EIT Digital website and published on the Tenders Electronic Daily (TED) of the European Union on 27 August 2025.

4.2. Digital Tendering

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

- All RFP Documents are digitally and free of charge available on TED <https://ted.europa.eu/TED/main/HomePage.do> as well on the EIT Digital website <https://www.eitdigital.eu/our-messages/calls-tenders/>.
- Questions regarding the RFP and/or the procedure must be request via e-mail using the format of Appendix 7.
- Tenders must be digitally submitted in accordance with the plans and regulations contained in this RFP.
- Any further correspondence will take place by e-mail.

4.3. Documents Applicable to Procedure and Assignment

The applicable documents to this selection procedure and the final Assignment are in order of importance:

1. The Agreement.
2. Note of information (mentioned in Section 7.4).
3. RFP/ The list of Assignment requirements.
4. Tender of Contractor.

4.4. Communication during Procedure

During this selection procedure it is prohibited to communicate with any other employee or otherwise to EIT Digital related person than:

EIT Digital: for the attention of Mr. Riccardo Cunico per **E-mail:** tenders@eitdigital.eu.

In case of absence of Mr. Riccardo Cunico, he will be supported by his observer Ms. Carolina Fernandez on the same email address.

4.5. Timeframe

The timeframe of this selection procedure is:

Publication Date	27 August 2025
End date question Period	8 September 2025
Note of information date	16 September 2025
Offer Submission date	1 October 2025
Award Notification Date	10 October 2025
End Date Standstill period	20 October 2025
Agreement signing date	23 October 2025
Starting date	1 November 2025 (Implementation Phase)

4.6. Tender team

The tender process shall be monitored by the following team:

Procurement Manager: Riccardo Cunico

Legal and Compliance Manager: Carolina Fernandez

Chief Financial Officer: Jesus Contreras

5. The Assignment

5.1. Nature of the Assignment

EIT Digital wishes to enter into an Agreement with one Contractor for the provision of training development, content and delivery for at least two calendar years. Where Client mentions a specific brand or quality standard in this RFP, then it should be read as “or similarly”. The Assignment will be concluded at the latest on December 31st, 2027.

5.2. Description of the assignment

EIT Digital is a publicly funded organisation driving the digital transformation in Europe. Its mission is to improve living standards through digital innovation. At both corporate and educational levels, EIT Digital works to lead this domain, fostering connections and providing support to professional organisations (public and private) and professionals.

For this contract, EIT Digital has been invited by the Technical Support Programme of the SG Reform to submit a proposal to support the digital transformation of competition law enforcement in the EU. To support the proposal, EIT Digital is seeking a Contractor to build its capacity of National Competition Authorities (NCAs) with the knowledge, skills and tools needed to detect, investigate, and deter anticompetitive behaviour in a rapidly evolving digital economy. It is needed because the European Union faces increasing challenges in enforcing competition law. Amid rapid digitalisation Digital technologies are reshaping markets, with complex algorithms and data strategies enabling new anticompetitive practices. NCAs require advanced tools and expertise to respond effectively. SG Reform aims to close the digital enforcement gap and reduce disparities among NCAs by building technological capacity, skills, and cross-border collaboration. The goal is a digitally empowered enforcement community that protects fair competition across the EU.

The project has the following objectives:

- Raise the maturity level of NCAs across 15 European countries when dealing with anticompetitive behaviour in a rapidly evolving digital economy.
- Improve institutional readiness by providing high-quality, tailored training content.
- Foster cross-border knowledge exchange and mutual learning between authorities.

EIT Digital seeks a Contractor that cooperates with EIT Digital to create, develop and deliver training plans for National Competition Authorities (NCA). In the field of Law enforcement, the National Competition Authorities (NCA) face growing challenges due to evolving digital markets, platform dynamics, data-driven business models, and algorithmic pricing. The goal is to equip the NCAs with the capacity to address competition issues in the digital economy using modern tools (AI, data science), methodologies, and a shared knowledge base. The purpose of this assignment is to develop a training programme that enables NCAs to effectively address anti-competitive behaviour.

The 15 European countries included in this assignment are: Belgium (BE), Bulgaria (BG), Croatia (HR), Czechia (CZ), France (FR), Germany (DE), Greece (EL), Hungary (HR), Italy (IT), Lithuania (LT), Malta (MT), Poland (PO), Romania (RO), Slovakia (SK) and Slovenia (SI).

The Contractor will design and deliver training sessions through multiple formats including asynchronous e-learning modules, webinars and hands-on labs (face-to-face and online). To further

knowledge transfer, the contractor will also develop a Train the Trainer programme to prepare selected points of contact to serve as internal trainers within each NCA.

Through this procedure, EIT Digital aims to identify a suitable Contractor with proven expertise in capacity building in digital science, AI and competition law enforcement.

The Contractor shall demonstrate **full professional fluency in English** and maintain this standard throughout all stages of training development, content creation and delivery.

6. Assignment Requirements

6.1. Project scope

The scope of the work of the Contractor includes:

- a) Participate in the design of the maturity assessment framework, including the provision of questionnaires and maturity criteria.

The Contractor shall conduct a number of maturity assessments in the 15 Member States, using, among other methods, questionnaires (baseline) and focus group interviews. EIT Digital requires the tenderer to detail the techniques, tools and methodologies proposed for conducting the maturity assessments. This task involves establishing common maturity criteria to evaluate each Member State's digital enforcement capabilities, identifying the existing skill gaps, tools in use, and areas for improvement, and setting target maturity levels. Based on these assessments, Member States will be grouped by their maturity and capabilities to enable the design of tailored training modules that address specific needs. All maturity assessments shall be completed by the third month of the project. The results of these assessments will be used to prepare a detailed report to summarize the maturity levels and training recommendations. The Contractor will also contribute to developing a consolidated report for all participating member states with benchmarking insights and good practices, including possible comparisons with non-participating member states in AI and data science practices.

- b) Leading the development of training modules and training materials, ensuring strong and ongoing engagement with the NCAs. Integrating national and EU policies to facilitate the adoption and use of digital tools.

The Contractor is expected to create customized training plans for the following levels and topics. The training topics may vary depending on the results of the maturity assessments conducted.

- For Beginner Level Path: The training needs to focus on eDiscovery (Microsoft tool), Data science, Large Multimodal Models, and Digital forensics.
- For Advanced Level Path: The training shall focus on Data science (deep learning, natural language process, data mining, cloud computing, NLP algorithms), and Large Language and Multimodal Models (including open LLMs and topics in the context of LLMs such as prompt engineering, proper usage and fine-tuning of LLMs, RAG algorithms, and relevant technological building blocks).

The Contractor shall ensure that relevant national and EU policies are incorporated into the training design and delivery, facilitating the effective adoption and use of digital tools by NCAs.

- c) Leading and conducting the training delivery.

Once the training levels and topics have been defined, the contractor shall be responsible for implementing the training program in line with the agreed scope and objectives. It is mandatory that the training incorporates input from subject matter experts, academics and researchers (including from domains which relate to competition law enforcement) to ensure relevance and applicability.

The following activities shall be undertaken to ensure that the training is effectively delivered and meets the needs identified through the maturity assessments:

- The Contractor shall design and deliver hybrid training sessions (in-person and online), tailored to the specific needs of each maturity level. This shall include workshops, webinars, hands-on

labs, and asynchronous e-learning modules. Training effectiveness shall be evaluated through pre- and post-training assessments and other participant feedback.

- The Contractor shall deliver hybrid training sessions tailored by NCA maturity levels. These shall include workshops, webinars, hands-on labs, and asynchronous e-learning modules. Pre- and post-training assessments shall be conducted to evaluate participant learning, gather structured participant feedback on training effectiveness and relevance, and compare post-training progress to initial maturity assessment.

The design of the training program needs to be completed by the seventh month of the project. The first training cycle needs to start by the eighth month of the project. At least 8 training cycles need to be completed by the end of the project.

d) Development of Train the Trainer Program

The Contractor shall develop a Train the Trainer programme and select at least one team member per NCA to provide them with the necessary training to serve as an internal trainer within their NCA. The Train the Trainer programme needs to be designed by the seventh month of the project.

- e) Preparation and finalisation of reports, including training plans and implementation reports, in line with the project's monitoring, evaluation, and reporting obligations. Supporting and participating in the annual workshops and final high-profile project event.

The Contractor shall undertake the following additional activities:

- Support EIT Digital on Periodic Reporting on AI Developments.
- Facilitating Collaboration and Knowledge Exchange by proposing a mechanism for centralised knowledge-sharing, ongoing dialogue, sharing case studies, and collaborative problem-solving. This shall be implemented through multiple rounds of workshops over the duration of the project and will conclude with a high-profile, in-person final conference marking the conclusion of the two-year project.

6.2. Minimum Contractor requirements

Essential Qualities (Baseline Requirements)

The Contractor is expected to demonstrate:

- **Expertise in AI**
Recognised experience in artificial intelligence (AI) across education, research, technology transfer, and/or business/market studies.
- **Training & Knowledge Areas**
 - Ability to provide a broad portfolio of AI training or courses, ideally covering both fundamental and advanced levels.
 - Coverage of the following areas of expertise (may include, but are not limited to):
 - Search and Planning
 - Machine Learning
 - Neural Networks and Deep Learning
 - Uncertainty and AI
 - Autonomous Agents and Multi-Agent Systems
 - Online Machine Learning
 - Algorithmic Game Theory
 - Computer Ethics
 - Data Mining

- Robotics
- Edge Computing
- Computer Vision and Pattern Recognition
- Statistical Learning
- Physics-Informed Machine Learning
- **Team & Expertise**
 - Employment of AI engineers and project managers experienced in agile methodologies.
 - Appropriate technical and academic oversight within project teams.
 - The Contractor is expected to appoint a lead to serve as Academic Director of the overall training program with the following qualities.

6.3. Added Value Qualities (Desirable / Scoring Points)

An Academic Director appointed to the training is of added value to EIT Digital.
The following qualities would lead to a better score.

- Holds the rank of Full Professor (or equivalent senior academic standing) in the field of Computer Science and Engineering, ideally with a strong focus on artificial intelligence and machine learning.
- Has conducted research in areas such as the foundations of multi-agent systems, algorithmic game theory, and mechanism design.
- Explores applications of AI in economic markets, for example in monitoring agent behavior, predicting outcomes, and designing mechanisms for human/artificial agent interaction.
- Demonstrates strong international connections, supported by a proven record of publications in leading AI journals and conferences.
- Has prior collaborations or projects with at least one National Competition Authority.
- Has experience in MOOCs or hybrid learning environments.
- Maintains an active European network of researchers, trainers/instructors, and AI laboratories.

In addition to the Academic Director, the Contractor's team structure has added value for EIT Digital if it is characterized by:

- **Balanced composition:** A mix of senior training experts and operational staff to ensure strong instructional quality, strategic oversight, and sufficient delivery capacity.
- **Program and project management capability:** Proven processes and governance to coordinate training development, delivery, manage complexity, and ensure timely execution.
- **Flexibility and agility:** Experience working in close collaboration with clients, adopting a hands-on and embedded approach.
- **Cultural alignment:** A clear understanding of EIT Digital's structure and mission.

It would be considered an advantage if the Contractor can also demonstrate:

- **Visibility & Recognition**
 - Strong visibility in the European AI landscape (e.g., rankings, recognition, or reputation).
- **Research & Innovation Capacity**
 - Connections with European laboratories or centres of excellence in AI, learning, or intelligent systems.
 - Participation in pan-European research programmes or collaborations with European universities.
 - Access to centres for applied AI research, innovation, and technology transfer.
 - Experience in advancing AI solutions to higher Technology Readiness Levels (e.g., prototypes demonstrated in operational environments).

- **Collaboration with Authorities**

- Experience working with public authorities, such as National Competition Authorities, in areas including monitoring/detecting anti-competitive practices or providing expertise on legal, ethical, and regulatory aspects of AI.

- **Community & Observatory Role**

- Participation in AI observatories or networks to monitor adoption and market trends.
- Engagement with large communities including both private and public actors.
- Contribution to dialogue, knowledge sharing, and publication of analyses on the international AI landscape.
- Support for the European AI strategy.

7. Procedural Aspects and Regulations

7.1. Tenderers and Collaborations

All Tenderers who are capable to meet the minimum requirements formulated in this RFP (independently, in a collaboration and/or by calling on Third parties) are invited to participate. Only the Tenderers who meet the minimum requirements to enrol (independently, in a collaboration and/or by calling on Third parties) can become the Contractor.

The Contractor will be the Tenderer to whom the Agreement is awarded based on the BVFM criterion. A Tenderer may include one or more legal entities under the terms of this RFP.

In case of a Collaboration of any kind and/or calling on qualities of Third parties, **the nature of the Collaboration and/or calling on qualities of Third parties, responsibilities and specific qualities of each party must be explained.** In addition, each of the parties (both collaborators/subcontractors and Third parties on which is called on) **must individually sign and submit the declaration of honour and apply an extract from the Trade Register** of the State in which the concerned party is seated.

If a Tenderer calls upon resources and/or experiences of Third parties, they must (**within 7 days upon request**) submit a legally signed declaration of the Third party in which the Third party declares to apply the necessary resources whenever the Tenderer requests.

A Tenderer may not function as a Third party/subcontractor to which another Tenderer applies. A Third party may act as a subcontractor for several Tenderers at the same time in respect to this RFP and following Agreement. During the term of the Agreement, the Collaboration may change its composition only upon written consent of EIT Digital.

7.2. Provisions with Regards to Cancellation of the Procedure

For the sake of completeness EIT Digital wants to emphasize that it does not qualify as a “contracting authority” as mentioned in the European Directive regarding Public procurement. EIT Digital is not obligated to award the Assignment. EIT Digital is at all times permitted to end this procurement procedure and to initiate a new selection process however and whenever it desires. In addition, EIT Digital reserves the right to suspend or cancel the Agreement, where the procurement procedure proves to have been subject to substantial errors, irregularities or fraud. If substantial errors, irregularities or fraud are discovered after the award of the Agreement, EIT Digital may refrain from concluding the Agreement. In the event of cancellation of the proposal procedure, EIT Digital will notify Tenderers of the cancellation.

Each Contractor shall take all measures to prevent any situation where the impartial and objective implementation of the Agreement is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest (‘conflict of interests’). Tenderer should inform EIT Digital immediately if there is any change in the above circumstances at any stage during the implementation of the tasks.

EIT Digital will not compensate any costs incurred by Tenderers relating to this procurement procedure. EIT Digital has every intention of completing this RFP successfully. However, if situations arise that result in the decision to terminate the procurement procedure in whole or in part, temporarily or completely, and/or not to award the Assignment before or after receiving Tenders, Tenderers are not entitled to compensation of any kind whatsoever.

In no event shall EIT Digital be liable for any damages or whatsoever including, without limitation, damages for loss of profits, in any way connected with this proposal procedure, even if EIT Digital has been advised of the possibility of damages.

7.3. Communication, ownership and confidentiality

Tenderers may use the information that EIT Digital provides regarding this RFP only for the purpose for which it was provided: (possible) participation in the RFP.

Tenderers are obligated to treat the information EIT Digital provides about this RFP in a confidential manner. Tenderers will also impose this obligation upon Third parties with whom the Tenderer wishes to fulfil the requirements and/or the Assignment. This confidentiality will remain in effect during four years after the procurement procedure has ended.

EIT Digital retains ownership of all Tenders received under this procurement procedure. Tenders will not be returned nor deleted at the end of the procurement procedure. Proprietary information identified as such, which is submitted by Tenderers with regards to this procurement, will be kept confidential.

EIT Digital has the right - without notification - to share the Tenders of all Tenderers and the Agreement to internal audit services from EIT, to the European Court of Auditors, to the Financial Irregularities Panel and/or to the European Anti-Fraud Office. This right remains in effect during the implementation of the Agreement and for four years after the completion of the Assignment. EIT Digital is permitted to do so for the purposes of safeguarding the EU's financial interests.

Publicity or advertising relating to, following, or by reference to this Assignment by or on behalf of the Contractor, on or after the procurement procedure is only permitted upon prior written consent of EIT Digital.

Tenderers are not allowed to approach representatives of EIT Digital or to related parties about this procurement procedure other than the single contact point mentioned in Section 4.4. By doing so the Tenderer will risk being excluded from further participation in this procurement procedure.

Oral notices, commitments or agreements have no legal power. All relevant information will be digitally provided in the documents outlined in Section 4.3.

All data exchange, work and correspondence during the procurement procedure and the performance of the Assignment will be in English, unless expressly stated otherwise.

7.4. Process for Questions and Answers

EIT Digital invites Tenderers to ask questions, including questions regarding text proposals, comments on the draft Agreement etcetera. However, the following requirements must be observed:

In case of obvious or perceived errors or omissions, including contradictions in the RFP and/or Appendices, Tenderers are obligated to notify EIT Digital by the latest at the closing date for questioning as set out in the timeframe (Section 4.5). The moment of receipt of the questions is the measure. EIT Digital will not provide answers on questions received after the deadline. EIT Digital will anonymise and publish these questions to all participants up to and including the end date of the questioning period. There will not be a second questioning period. Therefore, Tenderers are strongly advised to ask their questions as soon as possible to be able to formulate additional, in-depth questions upon receipt of the first answer(s).

To enable proper processing by EIT Digital each question must be formulated separate, with a clear reference to the part of the Tender document to which the question relates and without mentioning any company data.

If a Tenderer fails to warn EIT Digital in advance of any apparent or perceived error or omission, it processes its rights in that regard. The possible consequences are for the account and risk of the Tenderer. It can no longer complain at any later stage during the procurement procedure and/or during the execution of the Assignment.

The Tenderers will receive the answers to the questions in one Note of Information which will be provided to all Tenderers simultaneously. There will not be an individual answer to questions to be transparent.

7.5. Submission of Tenders

Tenders must be submitted by e-mail **in English** to the following address before: October 1st 2025, 5 pm CEST to EIT Digital: for the attention of Mr. Riccardo Cunico per **E-mail:** tenders@eitdigital.eu.

The proposal shall contain the following documents:

1. Company information (use Appendix 1).
2. Information on subcontractors (use Appendix 2)
3. Extract from the Trade Register of the member State in which Tenderer is seated.
4. Declaration of Honor (use Appendix 3).
5. References (use Appendix 4).
6. Price list (use Appendix 5 P1 – Pricing and Appendix 6 – Price sheet).
7. Qualitative Offer (use own format to a maximum of 12 pages A4) please be aware of the prescriptions in Section 9).

Tenders must be submitted in PDF. **Responses should be concise and clear.** The Tender will be incorporated into any Agreement that results from this procedure. Tenderers are, therefore, cautioned not to make claims or statements that they are not prepared to commit to contractually.

The Tenderer represents that the individual submitting the Legal entities proposal (Legal representative), is duly authorized to bind its entity to the Tender as submitted. The Tenderer also affirms that it has read the RFP and has the experience, skills and resources to perform, according to conditions set forth in this RFP and the Tender. The Tenderer must be represented by its Legal representative.

To the Agreement (the draft agreement is added as Appendix 8), except as otherwise provided for in this RFP, only the terms and conditions of EIT Digital apply (Appendix 9). The terms and conditions of Tenderers are expressly rejected. By submitting the Tender, Tenderer fully and unconditionally agrees with the requirements and terms set out in the RFP and Appendices. Submitting the Tender differently than prescribed in this section will not be accepted.

The Tender needs to be submitted before the closing date and time specified in the Timeframe. The responses are not to be opened before the deadline ends. Receipt of a Tender after the deadline ended is, irrespective of the cause, at the expense and risk of the Tenderer. Tenders received after the deadline will be excluded from the evaluation. The received documents regarding an excluded Tender, will be deleted without opening.

EIT Digital reserves the right to check all submitted data without further permission of the Tenderer and if necessary, by accessing the specified reference persons.

7.6. Clarification of Tenders

Any Tender that doesn't follow the instructions of this RFP will be rejected by EIT Digital. After submission of the Tenders, EIT Digital checks whether the Tender satisfies all the formal requirements set out in the Tender documents. Where information or documentation submitted by the Tenderers are or appears to be incomplete and/or erroneous and/or otherwise unclear and/or prices seem to be at an abnormal low subscription, EIT Digital is allowed to ask for a simple clarification. Tenderer is however, not allowed to make substantive changes in the offer (like a different price or description of services).

On first request the Tenderer concerned must submit, supplement, clarify or complete the relevant information or documentation within 2 working days after receiving the request. Whenever the Tenderer fails to give the requested supplement, clarification or relevant information or these are unsatisfying and/or leading towards a different Tender, EIT Digital will exclude the Tenderer for this selection procedure. The responsible Tenderer will receive a confirmation of their exclusion for the procedure at hand. EIT Digital has the right to award the Tenderer that came second in that case.

7.7. Validity of the proposals

Tenderers are bound by their Tender for 60 days after the deadline for submitting the Tender.

7.8. Award Notification

The successful and unsuccessful Tenderers will be informed as soon as possible by the Award Notification (via email). EIT Digital will provide a brief explanation on the score and ranking of each individual Tender in comparison with the winning Tenderers. EIT Digital will not provide complete Tenders of other Tenderers. In addition, information that could harm public interests and/or the commercial interest of one of the Tenderers and/or that could harm fair competition will not be shared.

EIT Digital IVZW is not obligated to award the Assignment. EIT Digital IVZW is at all times permitted to end this procurement procedure and to start a new process whenever and however desired. In addition to this, EIT Digital IVZW reserves the right to suspend or cancel the Agreement, where the procurement procedure proves to have been subject to substantial errors, irregularities or fraud. If substantial errors, irregularities or fraud are discovered after the award of the Agreement, EIT Digital IVZW may refrain from concluding the Agreement. In the event of cancellation of the proposal procedure, EIT Digital IVZW will notify Supplier of the cancellation. EIT Digital IVZW will not compensate any costs incurred by Supplier relating to this procurement procedure. EIT Digital IVZW has no intention of completing this procedure unsuccessfully. Supplier is not entitled to compensation of any kind whatsoever. In no event shall EIT Digital IVZW be liable for any damages or whatsoever including, without limitation, damages for loss of profits, in any way connected with this procurement procedure, even if EIT Digital IVZW has been advised of the possibility of damages.

7.9. Verification of Tenderer and its Tender

EIT Digital will verify whether the winning Tenderers meet all requirements. As a first step to this, EIT Digital will request the winning Tenderers to prove their compliance with the qualitative requirements

formulated in Section 8.4, **within 7 days after the request of EIT Digital to do so**. Tenderers can prove their compliance by sending the requested documents of proof digitally to EIT Digital. During this phase EIT Digital can also contact the companies to which Tenderer has referred with regard to the reference projects (mentioned as well in Section 6.4). If Tenderer can't prove - on time and/or adequately - that it meets the requirements, Tenderer will be excluded from further participation in this Tender.

The second step regarding verification consists of an optional verification meeting for which the selected Tenderers can be invited by EIT Digital. EIT Digital will use this meeting to establish which requirements or wishes still require clarification during. If it appears, during the verification meeting, that the selected Tenderers do not comply with the requirements and/ or cannot meet the answers given to the award criteria, the Tender is declared invalid and the award decision is withdrawn.

7.10. Appeals/complaints

Complaints regarding the procedure must be sent to: tenders@eitdigital.eu. Please note that filing a complaint does not automatically suspend the tender procedure. EIT Digital isn't obligated to suspend the procedure after receipt of questions and/or complaints. If the complaint procedure is not satisfactory to the complaining party, Tenderer has the right to address the (remaining) complaints to the competent court seated in Brussels (Belgium). Belgium law applies on this procurement procedure and the Agreement.

Tenderers convinced that they have been harmed by an error or irregularity during the award process can ask for clarification and/or file a complaint in order to prevent EIT Digital from signing the Agreement. EIT Digital will with this regard respect a "standstill period" of 10 days starting from the day the Award notification was sent by e-mail to the Tenderers, during which Tenderer can address its complaints to the court seated in Brussels (Belgium). EIT Digital will not conclude the Agreement following the decision to award the Agreement before the expiry of the "Standstill period". Please ensure to notify EIT Digital in event of a lawsuit.

7.11. Signature of the Agreement(s)

The final award does not yet constitute the Agreement. The contract will be concluded at the time of signature by each Contractor individually and EIT Digital.

Within 5 days of receipt of the Agreement from EIT Digital, the selected Tenderer shall sign and date the Agreement and return it to EIT Digital by using E-Signing. If the winning Tenderer is unable to enter into contact within the above-mentioned period, EIT Digital may decide to conclude the Agreement with the second-best Tenderer.

8. Evaluation of Tenderers

8.1. Introduction

EIT Digital will at first assess whether the conditions for participation in the procurement procedure have been met. This evaluation consists of three steps, which means that the qualitative evaluation of the Tender will only be started if the Tenderer isn't excluded during one of the following steps.

8.2. First step – Formal requirements

The first step is testing if the Tender is formally in line with the requirements formulated in Section 7.5 (reception in time, in the right format, with the right documents).

8.3. Second step – Exclusion grounds

The second step is the one in which EIT Digital checks if there are any exclusion grounds applicable. The Tenderer can prove its fulfilment of the requirements by signing the declaration of honour. EIT Digital will exclude any Tenderer that isn't willing to sign the declaration of honour (Appendix 3). Whenever EIT Digital has proof or notice of non-compliance, EIT Digital will give Tenderer an opportunity to explain this before Tenderer will be excluded or the Agreement will be terminated. If a Collaboration of parties enrol as one Tenderer all the parties must meet the requirements stated in this section and sign the declaration of honour individually.

1. Exclusion grounds – excluded are parties that.
 - a. Were a subject of a conviction by final judgement for one of the following reasons:
 - i. Participation in a criminal organisation.
 - ii. Corruption.
 - iii. Fraud.
 - iv. Terrorist offences and/or offences linked to terrorist activities.
 - v. Money laundering.
 - vi. Child labour and/or other forms of trafficking in human beings.
 - b. Are in breach of their obligations relating to the payment of taxes or social security contributions (where this has been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of the country in which the party is established).
2. Possible exclusion grounds: EIT Digital may exclude parties which are/were.
 - a. Bankrupt or the subject of insolvency or winding-up proceedings.
 - b. Guilty of grave professional misconduct which renders its integrity questionable.
 - c. Under sufficiently plausible conditions on which EIT Digital can conclude that they are into agreements with other economic operators aimed at distorting competition.
 - d. Involved in distortion of competition from the prior involvement of the economic operators in the preparation of a procurement procedure.
 - e. Showing significant or persistent deficiencies in the performance of a substantive requirement under a prior Agreement with EIT Digital and/or linked Third parties, which led to early termination of that prior Agreement, damages or other comparable sanctions.
 - f. Guilty of serious misrepresentation in supplying information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria, are withholding such information or cannot submit the requested documents.

- g. Undertaking actions to unduly influence the decision-making process of EIT Digital to obtain confidential information that may confer upon its undue advantages in the procurement or negligently providing misleading information that may have a material influence on decisions concerning exclusion, selection or award.

8.4. Third step – Qualitative requirements

The third step is the evaluation on to what extend the qualitative requirements are met by Tenderer. The qualitative selection criteria are intended to provide certainty on the quality of Tenderer to complete the Assignment as desired. Tenderer (individual or in total in any Collaboration) must meet following qualitative requirements

1. Tenderer must be registered in the professional and/or trade register kept in their Member State. Tenderer can proof this by supplying an extract from the Commercial Register (or similar).
2. Tenderer has suitable insurance or will be sufficiently insured (starting 1 November 2025) against occupational/professional risks and legal liability.
3. Tenderer works with a Quality management system where the risk of (human) errors are reduced, and the quality of the services improve during execution. Tenderer can submit a copy of their accreditation or an explanation on their Quality management system.
4. Tenderer must be technically and professionally able to perform the required services. Tenderer can demonstrate this by adding suitable references (please use Appendix 4) from contracts to its Tender. Tenderer must in any case demonstrate the following competences:
 - a. Proven ability to perform research in AI and Data Science.
 - b. Ability to lead the development and delivery of training modules in multiple formats.

9. Evaluation of Tenders

9.1. BVFM Qualitative Criteria

The Tenders will be reviewed based on the criterion BVFM, whereby the Tender which provides BVFM gets the highest total score. In total there are 100 points to be gained, differentiated within the Quality and Price sub-criterion.

The score of each Tender will be evaluated in accordance with the below mentioned award criteria. The award criteria will be examined in accordance with the requested services indicated in Section 6.

Award Criterion	Sub criterion	Max Points
Q1 – Training Quality & Relevance	1.1 Training Methodology & Learning Approach Appropriateness, innovation, and adaptability of proposed training methods (e.g., hybrid delivery, interactive workshops, hands-on labs, asynchronous e-learning, blended formats).	15
	1.2 Training Content Design & Customisation Relevance, depth, and adaptability of content to different maturity levels and participant profiles, incorporating AI and competition law themes, and ensuring practical applicability to the operational context.	20
Q2 – Academic & Expert Leadership	2.1 Academic Direction & Leadership Qualifications, expertise, and leadership capabilities of the proposed Academic Director and the team, including the vision of Tenderer on the results they will achieve (measured by their own KPI's) regarding this assignment regarding AI, competition law, and managing complex training programmes.	15
	2.2 Specialist Trainer Expertise Description of the working method with which large-scale, multi-country delivery of the training will be achieved. With attention to balance of senior experts and operational trainers to ensure both instructional quality and delivery capacity.	20
Q3 – Implementation & Impact	3.1 Delivery & Project Management The degree of clarity and feasibility Tenderer provides regarding their plan for scheduling, logistics and quality assurance across multiple training formats and locations, meetings, communications and people management.	15
	3.2 Learning Impact & Evaluation Description on how Tenderer will execute pre- and post-training assessments (including baseline maturity measurements), how they will structure participant feedback processes and how they will ensure data-driven improvements to content and delivery.	5

P1 – Pricing	4. Value for Money Price competitiveness in relation to quality, scale, and complexity of services offered.	10
		100

To receive Tenders that can be readily compared, Tenderers are advised to observe the following points when preparing their qualitative offering:

1. Avoid vague language or promises. Use concrete and specific details to explain what is included in your offer and what EIT Digital can expect.
2. Clearly articulate the unique value your product, service, or partnership brings to the table.
3. Focus on the benefits and outcomes that your offer provides rather than just listing its features. Explain how it will improve the EIT Digital operations.
4. While providing details is important, avoid a response with excessive information. Keep the offer concise and easy to digest.
5. Use visuals such as images, infographics, or diagrams to illustrate key points.
6. Avoid making unrealistic claims or promises that you cannot deliver on. Honesty and transparency are essential.
7. The Tenderer that has the best S.M.A.R.T. (Specific, Measurable, Acceptable, Realistic and Timebound) vision on delivering the Assignment will score the maximum points.

In order to receive Tenders that can be compared, the number of pages - on which the Tenderer can explain their offer is limited to 12 A4, letter type *Arial 10*, line spacing *multiple 1,1* and within standard margins (2.5cm top/bottom/left/right). Tenderers must adhere to the maximum number of A4. If more space is used, the multiple will not be included in the review. The extent of these documents is deliberately limited, from the idea that an expert who understands the Assignment needs little text to capture the essence.

Adding frontpage and table of contents is allowed and will not count towards the number of A4 to be described. Attachments and/or added links to websites a.o. will not be reviewed nor scored.

With regards to the submission of prices, the following principles apply:

- Tenderer must complete Appendices 5 and 6 and add this to its Tender. All prices need to be formulated in euro, excluding VAT. Appendix 5 shall be a statement of the financial offer and numbers as written in Appendix 6 and Tenderer might elaborate further explanations to clarify them.

9.2. Scoring on qualitative criteria

Q1 – Training Quality & Relevance

This criterion assesses the degree to which the proposed training methods are suitable, engaging, and capable of achieving the desired learning outcomes. Proposals should demonstrate:

- **Appropriateness to audience and objectives** – Clear rationale for why each method (e.g., hybrid delivery, interactive workshops, hands-on labs, asynchronous e-learning, blended formats) has been chosen for the NCAs.
- **Innovation in delivery** – Use of novel techniques, tools, or technologies (e.g., simulation exercises, gamification, AI-driven adaptive learning platforms) to enhance engagement and retention.
- **Adaptability and flexibility** – Ability to adjust formats and delivery styles to accommodate different learning preferences, time constraints, and logistical challenges.
- **Interactivity and learner engagement** – Integration of group work, discussion forums, scenario-based exercises, and peer-to-peer learning opportunities to encourage active participation.
- **Sustainability of learning** – Mechanisms for reinforcing learning after formal sessions (e.g., learning communities, post-training assignments and mentoring).

Q2 - Academic and Expert Leadership

A solid team structure proposal outlines how a team within an organization should be organized, including its roles, responsibilities, reporting relationships, and processes. EIT Digital expects the following from the proposed team structure:

- Provide a concise overview, background, context, clarify reporting lines of the proposed team structure.
- Explain how the team aligns with the requirements listed in Team Structure and Contractor Profile under the section of Assignment Requirements.
- Define the specific roles within the team and their responsibilities.
- Explain how communication and collaboration will be managed within the team and with other departments.
- Highlight tools and technologies that will support communication and collaboration.
- Explain how performance evaluations and feedback will be conducted.

Q3- Implementation & Impact

The Contractor must present a **clear, practical, and fully resourced delivery plan** that demonstrates the feasibility of managing training activities across multiple formats (e.g., in-person workshops, virtual classrooms, self-paced e-learning) and locations. This plan should include:

- **Quality Assurance:** Outline processes for monitoring and maintaining instructional quality across all delivery modes.
- **Meetings & Communications:** Define communication methods to maintain alignment and cohesion with—both internal (team coordination) and external (EIT Digital).

- People Management: Demonstrate capability to coordinate diverse teams of trainers, support staff, and subject matter experts, ensuring clarity of roles, performance monitoring, and professional development support.
- Continuous Improvement: Detail the methodologies and principles that will be taken to continuous improvement across different learning formats

P1 - Price

EIT Digital is very interested on Tenderers creativeness and its ability to understand EIT Digital and provide innovative solutions. The price proposal for the proposed services is expected to be thorough and comprehensive in covering any potential costs that may arise throughout the course of completing the project. It should also strike a balance between value for EIT Digital and financial feasibility for the contractor. The maximum budget for the project is EUR 700.000 (seven hundred thousand euro). EIT Digital is allowed to exclude Tenderers with an overall price below EUR 600.000 (six hundred thousand euro) and above EUR 700.000 (seven hundred thousand euro).

9.3. Assessment method

The documents will be assessed by the Evaluation Committee. The Evaluation Committee consists of three staff members of EIT Digital and its legal entities. This committee shall consist of management staff and colleagues with expertise regarding the assignment.

They will individually review the Tenders on the written part of the quality criteria. The committee members will (without knowledge of price) agree on a unanimous score (in a range of 1 to 10) per criterion per tender. The tenderer with the highest score will gain the maximum points on that specific criterion. The other tenderers will score proportionally related to their rating toward the highest scorer, in accordance with the calculation below:

Q1 – Q3 will be scored using the following calculation:

$$\text{Weight Qualitative Criteria (x points)} * (1 - ((\text{Highest score} - \text{score Tenderer}) / \text{highest score})).$$

Example: Tenderer A scores 9 points, Tenderer B scores 8 points on Q1.

- Tenderer A will get $20 * (1 - ((9 - 9) / 9)) = 20$ points
- Tenderer B will get $20 * (1 - ((9 - 8) / 9)) = 17,77$ points.

P1 – will be scored using the following calculation:

$$\text{Weight Score Criteria (10 points)} * (1 - ((\text{price Tenderer} - \text{lowest price}) / \text{lowest price})).$$

Example: Tenderer A has a fictitious total price of EUR 125.000,- and Tenderer B of EUR 111.234.

- Tenderer A will get $10 * (1 - ((125000 - 111234) / 111234)) = 8,76$ points
- Tenderer B will get $10 * (1 - ((111234 - 111234) / 111234)) = 10$ points.

In case of an equal total score, the Tender with the best score on criterion – P1 Price will be the winner. If the score on Price is the same, the best score on Q1 (and so on) will prevail. In case the scores are not distinctive in any way, the winner will be determined by a draw.

10. Appendices

Appendix 1 – Company information

Appendix 2 – Information on Subcontractors

Appendix 3 – Declaration of Honour

Appendix 4 – References

Appendix 5 - P1 – Pricing

Appendix 6 – Price sheet

Appendix 7 – Questioning format

Appendix 8 – Draft Agreement

Appendix 9 – General purchase terms and conditions EIT Digital IVZW

