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REQUEST FOR PROPOSAL

LEARNING MANAGEMENT SYSTEM FOR SUPPORTING AND HOSTING TRAINING COURSES OF 28DIGITAL

Brussels, 2nd February 2026





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DEFINITIONS

Agreement – The framework agreement, service agreement and/or agreement to deliver on which the Assignment is executed in accordance with the Tender.

Assignment – The services and/or products that Supplier will deliver in accordance with the Tender and the Agreement. The Assignment is explicitly described in Section 3.

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

LMS - A Learning Management System – is a software platform used to create, deliver, manage, and track educational or training content.

Offer – The complete offer of the Tenderer, including all documents, with which 28DIGITAL IVZW can determine if the Supplier and its Offer meet the minimum requirements and to what extent the offer qualifies as BVFM (Best Value For Money).

Qualitative Criteria - Qualitative criteria are intended to provide 28DIGITAL IVZW with certainty about the quality of the Offer to complete the Assignment as desired and within the timeframe.

Minimum Requirements - Minimum criteria that a company as a whole or any proposed individual must possess to be considered for the award of the Agreement.

RFP (Request for Proposal) – Underlying document with which the Tenderer is asked to submit its Offer, provided that it is fulfilling the minimum requirements.

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

Tenderer - The legal entity (or combination of legal entities) that is requested to submit an offer in accordance with the Assignment and corresponding requirements as formulated in this Tender.

Tender - refers to the contract opportunities published by organisations for goods, services, works, and utilities. **Tenderer** - A legal entity (or combination of legal entities) that is willing to submit and/or has submitted a Tender in accordance with the Assignment and corresponding requirements as formulated in this RFP.

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

Qualitative selection criteria – Qualitative criteria are intended to provide the Client with certainty on the quality of the Tenderer to complete the Assignment as desired and within the timeframe.

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 Client.



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1. ABOUT 28DIGITAL

28DIGITAL is Europe's digital innovation engine, a multi-stakeholder platform, rooted in European values and open to the world. We turn knowledge into innovation, scale startups into global ventures, and build the next generation of digital talent to shape a fair, competitive, and human-centric digital future.

We work at the intersection of science, business, and society, transforming breakthroughs in AI, cybersecurity, robotics, and advanced computing into solutions that strengthen Europe's sovereignty, accelerate the green transition, and improve lives.

We are 28DIGITAL, and we are here to make sure Europe leads the digital future.

Since its launch, 28DIGITAL has equipped more than 3,500 students with the skills to innovate and become entrepreneurs; 28DIGITAL 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.

28DIGITAL reflects a new European ambition, the "28th regime": a borderless, European framework where digital innovation, talent and entrepreneurship can thrive across the Single Market. 28DIGITAL is aligned with the European Commission's priorities for competitiveness, sovereignty, and sustainability. We reflect the urgency highlighted in the Draghi Competitiveness Report and Letta's Single Market Report: Europe must invest in talent, innovation, and scale-ups to remain a global leader; we also recognise the call from the Union of Skills to invest in future-oriented education, lifelong upskilling, and mobility as a precondition for competitiveness. We see our transition as a true European spin-off: independent yet faithful to our mission, working in close alignment with the European Commission.

28DIGITAL was founded upon the initiative of the European Institute of Innovation and Technology (EIT), a body of the European Union. 28DIGITAL received €1.1B funding and strategic guidance from the EIT over 15 years as an EIT Knowledge and Innovation Community (KIC). Following the successful signature of a Memorandum of Cooperation, the EIT and 28DIGITAL collaborate to further boost innovation in digital transformation across Europe and beyond.

2. SCOPE OF FRAMEWORK AGREEMENT AND RFP

With this Request for Proposal (RFP), 28DIGITAL IVZW is seeking detailed proposals from qualified vendors that support digital learning, course delivery, tracking, reporting and integration with existing systems. The training content will come from EIT Digital Master School, 28DIGITAL Professional School, Summer School, innovation activities and EU-funded training projects and



partners of 28DIGITAL. Currently, 28DIGITAL has 5 EU-funded projects that require an LMS to host courses, but this number is likely to grow over the next years. Furthermore, the platform will serve as a repository for courses from the Master School and other programmes and initiatives of 28DIGITAL. It is essential that the platform provides a scalable solution across a growing number of training projects and initiatives. The platform will have learners from the EU and outside of the EU accessing the learning content. The goal is to implement an LMS that enhances training efficiency, learner engagement and organisational scalability.

3. GENERAL INFORMATION

28DIGITAL 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, 28DIGITAL has sought 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 28DIGITAL and this procurement procedure.

This RFP is therefore a result of the choices 28DIGITAL made in its Procurement Manual. In accordance with the 28DIGITAL Procurement Policy and the European procurement Directive, the estimated contract value of EUR 210.000,00, therefore, we have announced this Assignment on the 28DIGITAL website.

Communication during Procedure

During this selection procedure, it is prohibited to communicate with any other employee or otherwise with a 28DIGITAL-related person than:

28DIGITAL: for the attention of Mr Riccardo Cunico, per **E-mail: tenders@28digital.eu**

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

Timetable

Publication Date	February 2 nd , 2026
Deadline for requesting clarification from 28DIGITAL	February 13 th , 2026
Note of information date	February 17 th , 2026
Deadline for submitting proposals	February 20th, 2026 (5.00 PM CET)
Completion date for evaluating proposals	February 26 th , 2026
Intended date of notification of award	February 27 th , 2026
End standstill period	March 6 th , 2026
Intended date of contract signature	March 9 th , 2026



Starting date	March 10 th , 2026
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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

4. ASSIGNMENT

The 28DIGITAL team plans to implement high-quality online and hybrid programmes delivered through the platform on which 28DIGITAL Education will host its courses. The objective is to operate an enhanced Learning Management System (LMS) capable of delivering online courses (e.g., MOOCs, short modules, credentials, assessments) and offering expanded reporting, analytics, and other advanced functionalities that improve the overall learning experience.

The LMS platform shall be designed to deliver a high-quality, scalable learning experience through advanced capabilities that support personalised, engaging, and accessible education through synchronous or asynchronous delivery modes. The solution shall incorporate AI-driven functionalities (including multilingual support), real-time progress tracking, and integrated communication tools, while enabling the delivery of training to diverse audiences, including students, professionals, and start-ups.

4. 1. Functional Scope

The LMS solution shall include, at a minimum, the following functionalities:

- **Easy-to-Navigate User Experience (UX):** Intuitive, modern and responsive user interface that allows for clear navigation for learners, instructors and administrators. Fast search and filtering of courses and content. Consistent and user-friendly learning content upload and management tools. The tenderer will also provide training and user support for the platform for the learners, instructors, and administrators.
- **Standardised and Personalised Learning Paths:** Capabilities for assigning courses based on job roles and for creating structured learning journeys and learning paths. AI-assisted learning recommendations and learning support adapted to the learner's needs and profile. Possibility to update learning paths as roles or competencies change.
- **Permission Groups:** Capability to assign role-based access rights and visibility rules, allowing courses and content to be visible, editable or hidden based on user profiles,



roles, groups or project affiliation. For specific projects where further access control is required, it will be required to have a separate instance of the LMS integrating all of the features

- **AI and language translation:** Automated audio translation and subtitles of the video content uploaded into the LMS from English into all official EU languages. It is desirable if the content can be automatically translated from one EU language to another EU language. In addition to audio and subtitle translation Built-in AI support (e.g. chatbot functionality).
- **Progress reporting:** Possibility to generate reports for learners and instructors, including real-time dashboards tracking learner activity, progress, certification status, engagement metrics, and learner satisfaction indicators. Possibility to create customizable reports with filters based on different parameters for example: course, date or group.
- **Engagement features:** Progress visualisation, digital badges, points/levels, leaderboards and peer-review mechanisms to support learner motivation and participation. Ability to disable features if required for a specific course.
- **Platform integrations:** Seamless interoperability with a range of communication tools to organise and conduct live sessions, import/export functions of course materials (API, LTI, SCORM)
- **Notification and Communication features:** Automated reminders for assignments, deadlines, and course completion. internal messaging tools between learners, instructors, and administrators. Possibility to have discussion forums, messaging and announcement tools linked to courses and community spaces to support learner interaction and knowledge sharing, including moderation features. Announcement features for organisational-wide or all learners/all instructors communications
- **Learning Development and Management:** The platform provides an intuitive authoring/course creation environment to create and host multiple content types (videos, slides, quizzes, surveys, ratings, and text). Teachers can host synchronous meetings through the platform, supporting synchronisation with virtual communication tools for meetings and collaboration. The platform provides an environment that supports importing and hosting multiple content formats (text, images, video) and multiple content standards (e.g., SCORM, xAPI, LTI, video in MP4, MOV, and other formats, resolution 16:9, PDF, PPT). The platform allows to for storing high quality of video content created from Zoom, Teams, Loom, Filmora, and PowerPoint. The platform allows for a centralised repository to store training. It allows for permission access controls for content visibility.



- **Knowledge Checks:** Quiz and assessment creation tools supporting multiple question types (e.g. multiple choice, true/false, open-ended, numerical). Randomisation of questions and answers. Time limits, scoring rules, ability to modify pass/fail thresholds, retake attempts, Possibility to provide immediate or delayed feedback to quiz responses. Tracking and reporting of assessment performance
- **Certificate Generation and Customizable Templates:** Automatic certificate generation upon course or learning path completion. Customizable certificate templates including branding, logos, signatures. Storage of certificates within user profiles with download capability. Though not explicitly required currently, it is desirable to have interoperability with Europass and Open badges
- **Number of learners, instructors, administrators, courses:** LMS can host at least 20,000 accounts most of them being learners and the others being instructors, admins. Mention in the proposal on capacity limits and extensions possible. It is possible that over the course of the following years, the number of learners can scale higher.
- **Hosting post-project completion:** For EU-funded training projects, it will be essential that the LMS continues to host and provide technical support on the content for 5 years post-specific project completion.

In addition to the requirements listed above, the following three features are considered desirable. Their availability may be considered in the evaluation of proposals and may be taken into account in the overall assessment of tenders.

- **Desirable feature 1: Accessibility compliance** is preferable at a minimum of WCAG 2.1 AA standards. It is desirable that the solution provides accessibility options to meet presentation accommodations. The tenderer can indicate the standards that are available and not available as per the following list:
 - a. Ability to self-select print size or magnification
 - b. Minimise scrolling difficulties
 - c. Ability to have instructions repeated (computer read aloud) as often as the learner chooses
 - d. Ability to use alternative text or “alt tags” for images
 - e. Ability to use colour contrast for background and overlying text (high contrast resolution)
- **Desirable Feature 2: Mobile Application:** The availability of a mobile application would be a welcome addition, as it can enhance accessibility and flexibility for learners.



- **Desirable Feature 3: Capacity and Seat management:** Another desirable feature is allowing real-time monitoring of enrolment limits and availability.

4.2. Maintenance, Administration, and Development Responsibilities

28DIGITAL does not intend to assume full internal responsibility for LMS administration, technical maintenance, or system development. The LMS is expected to support project-based and strategic initiatives rather than operate as a fully internal, standalone institutional system.

Accordingly, the Tenderers shall retain primary responsibility for:

- System hosting, technical maintenance, and security;
- Ongoing platform updates and upgrades;
- Resolution of technical incidents and system malfunctions;
- Configuration, deployment, and support of agreed functionalities;
- Development or adaptation of system features as required under the contract.

The RFQ requires tenderers to clearly specify:

- The division of responsibilities between 28DIGITAL and the Tenderer across all system layers (technical, functional, administrative, and support);
- Service levels, response times, and escalation procedures;
- Dependencies on the Tenderer for maintenance, development, and operational continuity.

4.3. Quality Assurance and Performance Monitoring

The Tenderer shall support mechanisms to verify that the LMS operates as contractually agreed. This shall include:

- Regular system performance monitoring;
- Availability of usage statistics and performance reports;
- Support for learner and client satisfaction surveys;
- Periodic internal reviews or self-assessments to verify the consistency and quality of service delivery.

Tenderers shall describe how such reviews are conducted and how findings are documented and addressed.

4.4. Risk Management and Incident Handling

Tenderers shall identify typical risks associated with LMS operation and service delivery, including but not limited to:

- Staffing capacity constraints;



- Financial or budgetary limitations;
- Client or learner drop-out;
- Dependency on external funding or subsidies;
- Technical failures or service interruptions.

Tenderers shall describe mitigation strategies and procedures for addressing such risks, including corrective actions and communication protocols in case issues arise.

4.5. Continuous Improvement

The LMS solution shall support a structured improvement cycle, including:

- Collection of feedback from learners, instructors, and stakeholders;
- Systematic analysis of feedback and performance data;
- Decision-making on required improvements;
- Implementation of corrective or enhancement measures;
- Follow-up and evaluation of outcomes.

Tenderers shall describe how this cycle is operationalised within their service offering.

4.6. Scale and Capacity

Tenderers shall indicate the scalability of the proposed solution, including indicative capacity ranges (e.g. small, medium, scalable deployment), with reference to:

- Number of learners;
- Number of courses and learning paths;
- Concurrent users;
- Organisational and project-based growth scenarios.

4.7. Data and Document Management

The LMS shall include clear provisions for data and document management, including:

- Storage of course materials, learner data, contracts, surveys, and reports;
 - Role-based access controls;
 - Data continuity and backup procedures;
 - Long-term data availability and portability;
- Supported standards.

4.8. Governance and Decision-Making

Tenderers shall describe the governance model applicable to the LMS, including:



- Roles and responsibilities for approving system changes and updates;
- Budget approval and financial oversight mechanisms;
- Procedures for addressing performance or client satisfaction issues;
- Escalation paths and decision-making authority.

4.9. Compliance and Data Protection

The LMS must be General Data Protection Regulation (GDPR)-compliant and secure. Tenderers should explain their data protection measures, security certifications, data-breach procedures, and cybersecurity protections. Tenderers are requested to provide a brief description (1–2 pages) covering the points below. Additional technical documentation may be submitted as annexes.

Tenderers can specify this section in the following way:

- **Data protection and privacy measures:** How personal data is protected, including measures to ensure confidentiality, integrity, and availability.
- **Security standards and certifications:** Specify any recognized security standards or certifications are met (e.g. ISO 27001, SOC 2).
- **Personal data handling and data breaches:** How personal data is processed, stored, and transferred, and how data breaches are detected, managed, and reported in line with GDPR.
- **Cybersecurity measures:** How the system is protected against cyber threats, including:
 - Malware, ransomware, and phishing protection
 - Secure user authentication and access controls
 - Regular security testing (vulnerability assessments and penetration tests)
 - Ongoing security monitoring and threat detection

5. ELIGIBILITY CRITERIA AND QUALITATIVE REQUIREMENTS

To be eligible, organisations must:

- Be legally registered and based in the EU.
- Have proven experience in developing eLearning platforms supporting online courses;
- Have the capacity to implement the full programme scope, including project management, design, delivery of training, and utilise learner feedback for improvement.
- Ensure the availability of experienced staff for the full duration of the framework agreement.
- Be fully operational in English and able to work across EU time zones.



- Be fully compliant with the EU General Data Protection Regulation (GDPR), please refer to point 4.9 for more details.
- Ensure and confirm that the servers used for the purpose of this framework agreement are located within the European Union and will be kept for the entire duration of the assignment.

6. TENDERER REQUIREMENTS

All Tenders, supporting documents and correspondence must be submitted in English language. Where any original document which forms part of the Proposal is not in English, Tenderers must provide an accurate English translation together with a copy of the original document. In the event of any discrepancy or difference between various languages, the version in the English language shall prevail.

Candidates must send their Tender application documents through email as per the timeline defined in Section 3.

Tenders must be received on the Tender Submission Date by the time stated in the timetable set out in Section 3 (Timetable). It is the responsibility of Tenderers to ensure tenders are submitted by the tender deadline. Late Tenders shall not be accepted.

E-mailed copies of the Tender submission will not be accepted. Electronic files will be accepted in MS Word, Excel and Adobe PDF formats. Video is accepted for the requirement listed under Section 6, point 4.

28DIGITAL is not responsible for corruption in electronic documents. Tenderers must ensure that electronic documents are not corrupted.

Tenderers must include the following information in their Tenders:

1. Overall description of the proposed solution and implementation. Include at least 2 examples of expertise in hosting various training courses in multiple formats, with proven experience in the EU-funded projects on deep tech Education and Training.
2. Tenderers must outline their proposal for support and maintenance of the systems post-project period (minimum 5 years after official project termination).
3. Tenderers must detail third-party integrations within their solutions.
4. Tenderers submit a short video, providing an overview of the platform features. The video should show the platform with a voice-over narration of the main features listed in 4.1. Please upload the video on WeTransfer and share it with tenders@28digital.eu.

Tenderers are bound by their Tender for 90 days after the deadline for submitting the Tender.



7. BUDGET

The total budget for the delivery of the 2026-2028 programmes is up to EUR 210,000.00 (VAT excluded).

The selected organisation will be remunerated primarily upon successful completion of all agreed tasks, as approved by 28DIGITAL, and following the submission of a valid invoice. A minor portion of the budget may be allocated as a start-up or mid-term payment, subject to progress and agreement.

All costs related to the preparation and submission of the offer shall be borne solely by the bidder. No reimbursement will be provided for any expenses incurred during the application process.

Contract modification is possible under the conditions laid down in Article 172 of the EU Financial Regulation. The Agreement is expected to commence upon completion of the tenderer selection process and will be considered complete upon the acceptance of all commissioned deliverables, but not before the contractual end date.

8. CONTRACT CONDITIONS

Contract conditions are detailed in Annex 8, in particular contract conditions proposed are a Framework Agreement. Other contracts such as contracts for goods and services might be added time to time to agree the specific conditions - expected deliverables, timeline, prices - according to the specific business needs.

The following documents shall regulate the relationship between 28DIGITAL and the supplier:

1. The applicable Specific Contract / Call-Off Order;
2. Any Special Conditions agreed in writing;
3. This Framework Agreement (including its annexes);
4. The RFP and its annexes;
5. The Supplier's Tender.

The overall contracts amount must not exceed the threshold of 210.000 EUR anyway.

9. KEY SELECTION CRITERIA

Tenderers and interested organisations are invited to submit a detailed proposal, having in mind the following principles:



- Clarity and completeness of the submitted proposal.
- Relevance of experience and qualifications.
- Quality and feasibility of the proposed programme.
- Cost-effectiveness and best value for money.

The tenderer confirms that the individual submitting the natural or legal entity's proposal is duly authorised to bind the entity to the proposal as submitted. The tenderer also confirms that it has read the instructions to tenderers and has the experience, skills and resources to perform, according to conditions set forth in this proposal and the tenderers' proposal.

9.1 Submission of offers:

The offer must be e-mailed in English to the following addresses before the deadline expires on February 20th, 2026 (5.00 PM CET) to: tenders@28digital.eu at the attention of Riccardo Cunico.

The proposal shall contain the following documents:

- Company information (Appendix 1).
- Information on Subcontractors (Appendix 2)
- Declaration of Honour (Appendix 3), including the extract from the Trade Register of the member State in which the Tenderer is legally registered and based.
- Price sheet (Appendix 4).
- Price offer – P1 - (Appendix 5)
- Team expertise assessment (Appendix 6)
- Technical and Functional offer (use your own format to a maximum of 12 pages A4). Please be aware of the prescriptions in Section 6 and 4.9).

9.2 Evaluation Details:

The following elements will be considered in the selection of any potential Tenderer: applications will be evaluated across four criteria:

- **Q1 - Technical and Functional Solution – 50 points.** Clarity, feasibility, and quality of the proposed solution in terms of how it reflects the list of all requirements listed in section 4 for the LMS. In addition to clarifying the features available, the tenderer should list the features of the assignment that are not available on their LMS or mention if the tenderer envisages any customised recommendations for the features not available.
- **Q2 - Maintainability, Support & ease of upgrade – 25 points.** Assessment of the ease with which the Tenderer's design can be maintained and upgraded by the operational



engineering team, and what support arrangements are available after completion of the project.

- **Q3 - Team Expertise and specific experience in EU-funded Education projects specifically in the field of deep tech area like AI, Cybersecurity – 15 points.** Proven experience in delivering EU-funded projects particularly in education, focusing on compliance with EU rules and effective work within consortia.
- **P1 - Financial Proposal and Sustainability – 10 points.** Clarity of the financial offer, total cost, and long-term sustainability of the solution.

Total: 100 points

9.3 Assessment method

The Evaluation Committee will assess the documents. The Evaluation Committee consists of three staff members of 28DIGITAL 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 $50 * (1 - ((9-9)/9)) = 50$ points
- Tenderer B will get $50 * (1 - ((9-8)/9)) = 44.50$ 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 has a fictitious total price of EUR 111,234.

- Tenderer A will get $10 * (1 - ((125,000-111,234)/111,234)) = 17.52$ points
- Tenderer B will get $10 * (1 - ((111,234-111,234)/111,234)) = 20$ points.



In case of an equal total score, the Tender with the best score on criterion – the Price criteria 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. GENERAL PROVISIONS

10.1 Tender Participation

Participation in this Tender is open to all Tenderers who demonstrate proven capability to meet the requirements of Sections 4 and 5. If Tenderer calls upon resources and/or experiences of Third parties, they must (within 5 working 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.

28DIGITAL IVZW is not obligated to award the Assignment. 28DIGITAL 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, 28DIGITAL 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, 28DIGITAL IVZW may refrain from concluding the Agreement. In the event of cancellation of the proposal procedure, 28DIGITAL IVZW will notify Tenderer of the cancellation.

Tenderer shall take all measures to prevent any situation where the impartial and objective implementation of the Agreement is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest ('conflict of interests'). The supplier should inform 28DIGITAL IVZW immediately if there is any change in the above circumstances at any stage during the implementation of the tasks.

28DIGITAL IVZW will not compensate any costs incurred by Supplier relating to this procurement procedure. 28DIGITAL IVZW has no intention of completing this procedure unsuccessfully. 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 the Offer, Supplier is not entitled to compensation of any kind whatsoever. In no event shall 28DIGITAL 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 28DIGITAL IVZW has been advised of the possibility of damages.



10.2 Communication During Procedure

During this proposal request, it is prohibited to communicate with any other employee or otherwise with 28DIGITAL IVZW-related person regarding this opportunity other than the 28DIGITAL Procurement Manager.

Whenever the Tenderer thinks the pricelist and/or this Tender misses any components that would be considered vital to fulfil any potential Assignment, we expect the Tenderer to inform 28DIGITAL IVZW.

Responses should be concise and clear. The Offer will be incorporated into any Agreement that results from this procedure. Tenderer is cautioned not to make claims or statements that it is not prepared to commit to contractually.

Tenderer represents that the individual submitting the Legal entities proposal is duly authorised to bind its entity to the Offer as submitted. Tenderer also affirms that it has read the Tender and has the experience, skills and resources to perform, according to conditions set forth in this Tender and the Offer. The Tenderer must be represented by its Legal representative who has to sign the legally signed Offer letter, which should be added as part of the Offer.

10.2.1. Process for Questions and Answers

28DIGITAL invites Tenderers to ask questions, including questions regarding text proposals, comments on the draft Agreement, etc. 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 28DIGITAL by the latest at the closing date for questioning as set out in the timeframe (Section 3). The moment of receipt of the questions is the measure. 28DIGITAL will not provide answers on questions received after the deadline. 28DIGITAL 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 28DIGITAL, each question must be formulated separately, with a clear reference to the part of the Tender document to which the question relates and without mentioning any company data. Please use the specific Appendix - questioning format - for that.
- If a Tenderer fails to warn 28DIGITAL 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 in order to be transparent.

10.2.2. Clarification of Tenders

28DIGITAL will reject any Tender that doesn't follow the instructions of this RFP. After submission of the Tenders, 28DIGITAL 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, 28DIGITAL 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, 28DIGITAL will exclude the Tenderer for this selection procedure. The responsible Tenderer will receive a confirmation of their exclusion from the procedure at hand. 28DIGITAL has the right to award the second Framework agreement to the Tenderer that came third in that case.

10.2.3. Award Notification

The successful and unsuccessful Tenderers will be informed as soon as possible by the Award Notification (via email). 28DIGITAL will provide a brief explanation on the score and ranking of each individual Tender in comparison with the winning Tenderers. 28DIGITAL 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.

10.2.4. Verification of Tenderer and its Tender

28DIGITAL will verify whether the winning Tenderers meet all requirements. As a first step to this, 28DIGITAL might request the winning Tenderers to prove their compliance with the qualitative requirements formulated in Sections 5 and 6, within 7 days after the request of 28DIGITAL to do so. Tenderers can prove their compliance by sending the requested documents of proof digitally to 28DIGITAL. 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 28DIGITAL. 28DIGITAL will use this meeting to establish which requirements or wishes still require clarification. 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. Subsequently, the Tenderer who has finished third best will be informed of the intention to award, and a verification will be started.

10.3 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. 28DIGITAL isn't obligated to suspend the procedure after receipt of questions and/or complaints. If the complaint procedure is not satisfactory to the complaining party, Tenderer has the right to address the (remaining) complaints to the competent court seated in Brussels (Belgium). Belgian law applies to this procurement procedure and the Agreement.

Tenderers convinced that they have been harmed by an error or irregularity during the award process can ask for clarification and/or file a complaint in order to prevent 28DIGITAL from signing the Agreement. 28DIGITAL will, with this regard, respect a "standstill period" of 5 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). 28DIGITAL will not conclude the Agreement following the decision to award the Agreement before the expiry of the "Standstill period". Please ensure to notify 28DIGITAL in the event of a lawsuit.

10.4 Signature of the Agreement

The final award does not yet constitute the Agreement. The Framework agreements will be concluded at the time of signature by each Tenderer individually and 28DIGITAL.

Within 5 days of receipt of the Agreement from 28DIGITAL, the selected Tenderer shall sign and date the Agreement and return it to 28DIGITAL by using E-Signing. In the event that the winning Tenderer is unable to enter into contact within the above-mentioned period, 28DIGITAL may decide to conclude the Agreement with the second-best Tenderer.

10.5 Exclusion Criteria

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

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



- b. it has been established by a final judgment or a final administrative decision that the Tenderer is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;
- c. it has been established by a final judgment or a final administrative decision that the Tenderer is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the Tenderer belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes a wrongful intent or gross negligence, including, in particular, any of the following:
 - I) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria, or in the performance of a contract;
 - II) entering into an agreement with other Tenderers with the aim of distorting competition;
 - III) violating intellectual property rights;
 - IV) attempting to influence the decision-making process of the contracting authority during the procurement procedure;
 - V) attempting to obtain confidential information that may confer upon it undue advantages in the procurement procedure;
- d. it has been established by a final judgment that the Tenderer is guilty of fraud, corruption, or money laundering.
- e. there is a conflict of interest with 28DIGITAL or with 28DIGITAL Staff performing the tasks of this Tender.

10.6 Ownership and Confidentiality

Tenderer may use the information that 28DIGITAL IVZW provides regarding this Tender only for the purpose for which it was provided: (possible) participation in the Tender.

Tenderer is obligated to treat the information 28DIGITAL IVZW provides with regard to this Tender in a confidential manner. Tenderer 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 for four years after the procurement procedure has ended.

28DIGITAL IVZW retains ownership of all Offers received under this procurement procedure. Offers will not be returned nor deleted at the end of the procurement procedure. Proprietary information identified as such, which is submitted by Tenderer with regard to this procurement, will be kept confidential.



28DIGITAL IVZW
Rue Guimard 7
1040 Brussels | BELGIUM

E: tenders@28digital.eu
W: 28digital.eu

All material and content created or procured during the assignment are the property of 28DIGITAL and are to be delivered to 28DIGITAL within the agreed timeframe after the Full Assignment sign-off.

28DIGITAL IVZW has the right – without notification - to share the Offer 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 IVZW is allowed to do so for the purposes of safeguarding the EU's financial interests.

Publicity or advertising relating to, following, or by reference to this Assignment by or on behalf of the Tenderer, on or after the procurement procedure is only permitted upon prior written consent of 28DIGITAL IVZW.

Oral notices, commitments or agreements have no legal power. All relevant information will be digitally provided in the documents. For transparency purposes, all the communications during the Tender procedure shall be in writing.

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

By submitting the Offer, Tenderer fully and unconditionally agrees with the requirements and terms set out in the Tender document. Submitting the Offer differently than described in this section will not be accepted.

The Offer needs to be submitted before the closing date and time specified in the Timeframe.

28DIGITAL reserves the right to check all submitted data without further permission of the Tenderer and if necessary, by accessing the specified reference persons.

Kindest regards,

28DIGITAL
Finance & Compliance Team



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11. Appendices

- Appendix 1 - Company information
- Appendix 2 - Information on Subcontractors
- Appendix 3 - Declaration of Honour
- Appendix 4 – Price sheet
- Appendix 5 – Price offer – P1
- Appendix 6 – Team expertise assessment
- Appendix 7 - Questioning format
- Appendix 8 – Draft agreement and detailed contract terms and conditions
- Appendix 9 – General purchase terms and conditions of 28DIGITAL IVZW

