

Request for Quotation

For: EOR Services

Date: July 2024

1 Overview

1.1 Executive Summary

This is a Request for Quotation (RFQ) that details EIT Climate-KIC's requirements for services. Please treat this document in accordance with the confidentiality obligations detailed further in this document.

Services and/or goods requested	Comprehensive Employer of Record (EOR) services to manage employment responsibilities for international staff and ensure compliance with local labour laws.
The legal entity requesting these goods and/or services	Climate-KIC Holding B.V.
Services and/or goods will be delivered to the following locations	Services will be delivered remotely to the following locations: Multiple European countries where Climate-KIC staff are located
EIT Climate-KIC Contract Manager for submitting quotes and inquiries	Briana van Strijp Chief Operating Officer Briana.vanstrijp@climate-kic.org
Proposed contract term for successful candidates	Ongoing, with minimum of three years

1.2 Timelines

EIT Climate-KIC has set the following indicative timelines for this RFQ:

Planned Date*	Milestones
25 July 2024	RFQ issued to bidders
Within 2 business days of receiving this RFQ	Bidders to confirm they will respond to RFQ
3 business days before the Submission Deadline	Deadline for bidders to submit questions on the RFQ
1 August 2024	Bidders submit quotes / Submission Deadline
Expected 2 August 2024	EIT Climate-KIC team to review quotes EIT Climate-KIC to gain clarification from bidders
Expected 5 August 2024	Notification of contract award
23:59 CET on 08 August 2024 (3 days)	Standstill period ends
Expected 9 August 2024	Proposed contract start date

* EIT Climate-KIC reserves the right to amend this timetable during the RFQ.



1.3 How you can participate

1. Review the RFQ documents provided by EIT Climate-KIC.
2. Email the Contract Manager letting us know you will submit a quotation (within 2 business days if possible).
3. If you have questions on the RFQ, email the Contract Manager at least 3 business days before the submission deadline. We aim to respond in a timely manner wherever possible.
4. Submit a quote following the requirements at Section 0 by the Submission Deadline stated at Section 1.2.
5. EIT Climate-KIC will assess bids and notify bidders following the timeline at Section 1.2.

1.4 About EIT Climate-KIC

EIT Climate-KIC is the EU's climate innovation initiative, working to accelerate the transition to a zero-carbon and resilient world by enabling systems transformation. Headquartered in Amsterdam, it operates from 13 hubs across Europe and is active in 39 countries. EIT Climate-KIC was established in 2010 and is predominately funded by the European Institute of Innovation and Technology (EIT), a body of the European Union.

As a Knowledge and Innovation Community (KIC), it brings together more than 400 partners from business, academia, the public and non-profit sectors to create networks of expertise, through which innovative products, services and systems are developed, brought to market and scaled-up for impact. See <https://www.climate-kic.org/> for more information.

2 Confidentiality

All information provided in this Request for Quotation (hereinafter "RFQ") document and any information that may be subsequently disclosed during discussions, correspondence and negotiations is confidential and must not be disclosed to any other party or used for any other purpose whatsoever without the prior written permission of Climate-KIC Holding B.V. or relevant subsidiary (hereinafter "EIT Climate-KIC").

The Supplier must not disclose any such information, materials, specifications or other documents to any third parties or to any other part of the Supplier's group or use them for any purpose other than for the preparation and submission of a response to this RFQ. The Supplier must not make any press announcements or publicise in any way EIT Climate-KIC's name, this document, the quotation process or any subsequent agreement without the prior written consent of EIT Climate-KIC.

EIT Climate-KIC may require the execution of Non Disclosure Agreement as part of this RFQ or for future commercial engagements. As part of preparation for the submission of the response and in any subsequent negotiations, the Supplier is allowed to disclose confidential information to others within the Supplier organisation, external advisors or subcontractors, provided that the confidentiality conditions are adhered to.

Employees of either party who have access to confidential information must be notified of their obligations with regard to confidentiality and of the disciplinary proceedings which will result if confidentiality conditions are breached.

3 Introduction and Background

General Introduction

We are a Remote-First organisation and multi-national employer, operating in a Pan-European context. We are committed to engaging with the best talent across Europe and the UK, while maintaining compliance with local labour laws and providing an exceptional colleague experience. As we simplify our operations internationally, we seek to partner with a reputable Employer of Record (EOR) provider to manage employment responsibilities for our staff in various European locations.

Purpose

The primary purpose of this RFQ is to solicit proposals from qualified vendors who can provide comprehensive EOR and mobility services, who have a direct model (incorporated or registered own entity in the country in which providing services and not subcontracting to a local partner) and who have visa quotas in country, to act as a mobility partner. The selected EOR provider will be responsible for managing employment compliance, payroll, benefits administration, tax compliance, onboarding and offboarding, risk management, and reporting and analytics for our select workforce.

Desired Outcome

Our goal is to engage an EOR partner who can ensure compliance with local employment laws, provide timely and accurate payroll and benefits administration, and support our international employees effectively.

4 Specification

4.1 Scope

EIT Climate-KIC are requesting quotation for the following services:

- Comprehensive EOR and Mobility services across select European countries including Norway, Luxemburg, Austria, Denmark, Poland, Slovakia, France, Ireland, Slovenia.

Specifically, this will include:

- 5 Employment Compliance and Administration:** Ensuring full compliance with local labour laws, including contracts, working hours, and statutory benefits.
- 6 Payroll Management:** Process payroll accurately and timely, including calculation of wages, taxes, and other deductions. Ensure compliance with local tax regulations and reporting requirements. Provide detailed payroll reports to the company as needed.
- 7 Benefits Administration:** Administer statutory and supplementary benefits, such as pension plans, and other employee benefits. Ensure compliance with local benefits regulations and market standards.
- 8 Tax Compliance:** Handle all local tax registrations and filings for employees. Ensure accurate withholding of income taxes and other mandatory contributions.
- 9 Onboarding and Offboarding:** Manage offboarding procedures, ensuring compliance with local laws regarding termination, severance pay, and exit interviews.
- 10 Risk Management and Legal Support:** Mitigate risks related to employment compliance, regularly update the company on changes in local labour laws and regulations that may impact operations.

11 Reporting and Analytics: Provide regular and ad-hoc reports on HR metrics, payroll, compliance, offer insights and analytics and maintain transparency through detailed reporting and communication with the company.

11.1

The supplier will ensure sufficient financial, economic, technical and professional capacity to deliver the services in an efficient and effective manner.

EIT Climate-KIC reserves the right to award the contract to more than one third party supplier to achieve suitable capabilities for the geographical coverage described. Bidders are encouraged to make it clear in their proposal what countries they can evidence experience in and note any geographical limitations to the coverage of these services.

11.2 Service Level Requirements

In providing goods and/or services to EIT Climate-KIC, the following service levels are requested:

- Services are requested during business hours 9am to 6pm CET excluding public holidays.
- Services may be required outside general business hours and flexible working arrangements are requested.
- The provider is to propose a suitable service level agreement to ensure key elements of goods and/or services delivery are defined, aligned and tracked over time. This should include escalation channels, performance indicators / targets and mechanisms for remediation of ongoing missed performance targets (e.g. credits, rebates or reimbursement).
- The service provider should be generally contactable and responsive during business hours by phone or email.
- Services should be delivered by professionally competent and appropriately experienced individuals.

11.3 Sustainability

In order to uphold our commitment to sustainability, EIT Climate-KIC aims to minimise any negative impact we may have on the natural and built environment by effectively managing our resources.

In the efforts to procure in a sustainable manner with minimal impact, the following requests are made of the bidder:

- The services are to be delivered digitally following a paperless policy
- We ask our service providers to consider the greenhouse gas emissions from transport to our offices and events. Cycling, walking, public transport and rail are preferable over air travel wherever possible.
- We love to hear what suppliers are doing to minimise impact. Feel encouraged to share your approach and policies if applicable.

11.4 Eligibility

EIT Climate-KIC reserve the right to reject quotes where the proposed supplier:

- Has insufficient technical, professional or financial capacity to deliver the services.
- Has insufficient Compliance and Legal Expertise: lack of exhibiting comprehensive knowledge and proven expertise in navigating and ensuring compliance with local labour laws and regulations across various countries.

- Has been bankrupt or insolvent (last 7 years)
- Is sanctioned by a relevant authority
- Does not comply or has previously not complied with our [Ethical Standards for Contractual Counterparties](#)
- Has been convicted of crime, links to terrorism, breach of tax or social security obligations
- Is an individual prior employee of an EIT Climate-KIC or group entity (discretionary basis)
- Will continue to be a full time employee of an EIT grant recipient or EIT Climate-KIC partner during the contract term (discretionary basis)

If any of these scenarios apply, please make EIT Climate-KIC aware in your submission.

11.5 Required Experience and Capabilities

The team or individuals delivering the services should be able to demonstrate the following experience and capabilities:

- Technology and Innovation: utilise advanced technology platforms for payroll, HR management, and reporting, ensuring efficiency and transparency in service delivery.
- Global Reach with Local Expertise: Maintain a robust global network with local HR and legal experts to address country-specific requirements and ensure seamless operations.
- Scalability: demonstrate the capability to scale services according to our expanding needs, including new geographical locations and mobility (visa) quotas.
- Track Record: a minimum of 4 years of experience in providing EOR and mobility services to multinational companies, particularly in the industries relevant to our operations.
- Industry Recognition as a specialist EOR provider: evidence of industry recognition and awards that highlight the supplier's excellence and leadership in the EOR and mobility services market.

11.6 Payment & Invoicing

- Payments will be made following provision of a correctly rendered undisputed digital (via email) invoice to EIT Climate-KIC. The EIT Climate-KIC contract manager will inform the successful bidder where to submit invoices.
- Payment terms associated with delivery of the goods and/or services must be not less than net 30 days.
- EIT Climate-KIC can provide a purchase order number to be referenced on invoices.
- Where EIT Climate-KIC is requesting services over longer periods of time, we ask that bidders invoice in a pay as we go model (e.g. billed on a monthly consolidated invoice based on work completed or completion of deliverables).
- Requests for deposit payments are generally not accepted.

11.7 If the bidder is requesting any form of payment prior to delivery of goods and/or services, this must be raised with EIT Climate-KIC.

11.8 Contract Management

A framework agreement is proposed for award of work.

EIT Climate-KIC can share their standard terms and conditions but will consider the bidder's own terms and conditions on the basis that the bidder can incorporate the following:

- EIT Climate-KIC requires that that service providers provide an indemnity to EIT Climate-KIC for breach of third party intellectual property rights;
- In addition, EIT Climate-KIC will ask that service providers comply with the Ethical Standards for Climate-KIC Contractual Counterparties available at <https://www.climate-kic.org/policies>
- Service providers are required to comply with EIT Climate-KIC’s standard data protection clauses (can be provided in advance on request) and provide an indemnity for any breach;
- The liability of the service provider to EIT Climate-KIC (and affiliates) to be uncapped in respect of breach of data protection clauses. For all other heads, liability of the service provider to EIT Climate-KIC (and affiliates) may be capped at a reasonable multiple of fees not less than 2X. If applicable, EIT Climate-KIC liability to service provider also be similarly capped;
- No indemnities extended by EIT Climate-KIC to service providers.

11.9 Account Management

The provision of services associated with this RFQ will be subject to the following account management requirements

- A dedicated account manager is required
- At least one account management meeting scheduled each year

12 Award Criteria

EIT Climate-KIC will assess bids based on the following factors:

Component	Weighting
Cost – the total cost for providing the scope.	30%
Quality – suitability and capability of the proposed services to deliver the scope and requirements in the Specification as evidenced by its Response. Other factors may include: technical merit, aesthetic/functional characteristics, accessibility, design for all users, social/innovative characteristics.	10%
Ability of bidder to fulfil the scope of services, in a manner consistent with EIT Climate-KIC's objectives and those of this project, as evidenced by its Response.	10%
Experience and Capabilities – ability to meet the requirements at Section 4.6 as evidenced by its response.	50%
Total	100%

13 Instruction to Bidders

13.1 Responding with your quote

EIT Climate-KIC are requesting the following are submitted to bid on this contract:

1. A **Response** that sufficiently details the bidder’s offer and responds to the requirements contained in this document.
 - The bidder is kindly asked to include their trading name, VAT or tax identification number (if applicable) and registered trading address (*please note, address is not required for an individual*).
2. A **Quotation** that meets the requirements described at Section 4.7

Any alternative solutions or services that the bidder may wish to bring to the attention of EIT Climate-KIC should be included at the end of your response. EIT Climate-KIC reserves the right to reject RFQ responses that do not confirm with these guidelines.

All responses shall be made to the Contract Manager (refer Section 1.1) via electronic copy

13.2 Quotation requirements

EIT Climate-KIC request that bidders quote in the following manner as appropriate to delivery of the services:

- 13.3 Please provide itemised quotations in Euros and specify if the quote includes / excludes VAT or any other taxes;
- Include all applicable costs or charges associated with providing the goods and/or services in your quotation.
- 13.4 Please quote on a company letterhead or similar company form where possible with the resolution described in **Table 1** at a minimum.

Update this list as required to ensure sufficient resolution to the pricing received

Table 1: Provided quotations to include the following details

Item and unit cost (in Euros excluding VAT)
• Services as per Section 4.1
• Service fees (per user per month/annum, and in aggregate) if applicable
TOTAL (if applicable)

13.5 Complaints handling

EIT Climate-KIC offers bidders a mechanism to foster transparency and enable procurement best practice.

Bidders have the right in this procurement procedure, within a reasonable time, to address questions, request additional information and obtain feedback, as well as submit complaints. Requests for information or clarifications and complaints will be directed to the contact person (the Contract Manager

or other designated person) indicated in this Request for Proposal. EIT Climate-KIC reserves the right not to action complaints received after any applicable standstill period.

The Contract Manager will acknowledge, review and respond to complaints or clarifications presented by bidders in a reasonable time. EIT Climate-KIC reserves the right to conduct a procedural review, make changes to the published procurement documents or take other action in response to complaints at its discretion.

In the event of a serious irregularity in connection with this procurement, and after first exhausting the recourse of obtaining a reply from the contact person for this procurement, bidders and suppliers are referred to the channels outlined in EIT Climate-KIC's Strategy & Policy Anti-Fraud, Bribery and Corruption (refer whistleblowing) available at <https://www.climate-kic.org/policies/>.

13.6 Terms of this RFQ

1. Your response should be submitted according to the instructions as detailed in this section and should be valid for a period of at least six (6) months from the bid due date. Any response submitted outside the scope defined may be rejected without provision for re-submission.
2. Any further information pertaining to this RFQ, of whatever nature, must be directed to the Contract Manager detailed in Section 1.1. If a point of clarification materially affects the RFQ, our response will be circulated to all bidders, otherwise the response will only be sent to the bidder seeking clarification.
3. If any doubt exists concerning any element of this RFQ, a clear statement should be made on the assumptions taken to arrive at your quoted costs, or alternatively contact us prior to submitting your response to seek clarification.
4. Entering into contractual arrangements with EIT Climate-KIC in connection with this RFQ does not guarantee work will be awarded.
5. EIT Climate-KIC reserves the right to reject any response(s) received after the submission date/time.
6. EIT Climate-KIC reserves the right to undertake post-bid negotiations with none, all or a shortlist of bidders.
7. EIT Climate-KIC, at its sole discretion, reserves the right to accept or reject any or all of the responses received and not to award any business and shall not be bound to give reasons for any decision. Only the execution of a written agreement between an EIT Climate-KIC entity and a supplier(s) will obligate an EIT Climate-KIC entity in accordance with the terms and conditions contained in such agreement.
8. EIT Climate-KIC reserves the right to procure services from alternative suppliers(s) where the successful bidder is, or becomes, uncompetitive within the market. However, issues over pricing and specification will be resolved through discussion and mutual agreement between EIT Climate-KIC and the supplier.
9. Bidders are required to email soft copies of their response to the Contract Manager detailed in Section 1.1 based on the timeline at Section 1.2.
10. As per above and where applicable, bidders must acknowledge receipt of this RFQ by return email to the Contract Manager detailed in Section 1.1 confirming whether they intend to submit a response by the Submission Deadline.
11. This RFQ does not commit or obligate any EIT Climate-KIC company to pay any expenses incurred by you in the preparation of your response. All such expenses are solely at the risk of the bidder and by submitting a response you automatically agree that response becomes the property of EIT Climate-KIC.
12. Responses are to be kept as clear and concise as possible and should be sequenced and numbered in accordance with the format of this RFQ.
13. The formatting of this document and the attached response document should not be altered.
14. Whilst this RFQ confers no legal rights on its addressees, it is not intended that any other persons acquire rights or obligations in respect of or arising under it.
15. Unsuccessful bidders agree, by the submission of their response, to return to EIT Climate-KIC this RFQ and any and all papers, records, data and materials supplied to them in connection with it, including all copies made by them.
16. This RFQ is for consideration in whole and not in part or parts unless otherwise indicated.
17. All efforts have been made to ensure the accuracy and validity of information contained in this RFQ. However, EIT Climate-KIC does not warrant the information accurate or comprehensive.