

## **B. TERMS OF REFERENCE**

**Innovation and Digitalisation Advisory Programme**

**Reference number: MAA-010008**

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## **1. BACKGROUND INFORMATION**

### **1.1. Partner country and promoter**

The Beneficiaries of this assignment will be primarily financial intermediaries (FIs) and potentially also investors and/or mandators for example in relation to Member State Compartment contributions to InvestEU.

The geographical scope will be EU Member States and, upon confirmation from the European Commission (EC), any of the participating countries eligible under the InvestEU Advisory Hub mandate (IEU-AH).

### **1.2. Contracting Authority and mandate**

#### **European Investment Bank**

98-100, boulevard Konrad Adenauer  
L-2950, Luxembourg  
Grand Duchy of Luxembourg

The European Investment Bank (EIB or the Bank) is the financing institution of the European Union (EU). Created by the Treaty of Rome, its shareholders are the Member States of the EU, and its Board of Governors is composed of the Finance Ministers of these States. The EIB enjoys its own legal personality and financial autonomy within the Community system.

The mission of the EIB is to contribute, by financing sound investment, to the policy objectives of the EU, as laid down in its statutes and in decisions of the European Council.

The EIB contributes towards the integration, balanced development and economic and social cohesion of the Members of the EU. To this end, it raises on the markets substantial volumes of funds that aim at financing capital projects according to the objectives of the EU with the most favourable financial terms. Outside the EU the EIB implements the financial components of agreements concluded under European development aid and cooperation policies.

More background information about the EIB may be found on the website [www.eib.org](http://www.eib.org)

This assignment is financed mainly under IEU-AH and it is implemented by the EIB as Contracting Authority.

Based on the budget availability, the assignment may be financed by other sources as well, such as the Recovery and Resilience Facility and Cohesion Funds, among others.

The IEU-AH builds on the success of the European Investment Advisory Hub and acts as the central entry point for promoters and intermediaries seeking financial advisory and technical assistance for the identification, preparation and development of investment projects across the Union.

The IEU-AH complements the InvestEU Fund by supporting the identification, preparation and development of investment projects across the European Union. Together with the InvestEU Portal – the EU's online matchmaking tool – the aim is to strengthen Europe's investment and business environment.

Managed by the EC and financed by the EU budget, the IEU-AH connects project beneficiaries and intermediaries with advisory partners to help projects reach the financing stage. The EIB is the main implementing partner of the EC of the InvestEU programme.

Advisory activities provided in support of EIB Group's (EIBG) InvestEU products play a key role in raising awareness, deployment and market uptake, particularly in light of the thematic focus of InvestEU on policy areas such as innovation, digitalisation, climate action and environmental sustainability (CA&ES) or green, social, etc. as well as on transversal themes such as gender.

Investments under the InvestEU programme will focus on four policy areas: sustainable infrastructure; research, innovation and digitisation; small and medium-sized businesses; as well as social investment and skills.

More information about InvestEU are available at [https://europa.eu/investeu/about-investeu\\_en](https://europa.eu/investeu/about-investeu_en).

### **1.3. EIB Advisory Services**

The EIB offers a large range of advisory services that embrace all stages of the project cycle and beyond, to make investment projects happen inside and outside the European Union.

Advisory activities constitute the third pillar of the Lending, Blending, Advising strategy pursued by the EIB Group. Through this advisory function, the EIBG supports the EC, Member States and public authorities, private enterprises and FIs in pursuit of the overarching goals – to accelerate the green and digital transition and promote social and economic cohesion.

### **1.4. Relevant project background**

Innovation is vital for Europe's strategic and economic future, supporting productivity, sustainability, and competitive strength. Sustained investment in new technologies, digital infrastructure, knowledge creation, and high-value human capital, combined with the ability of financial intermediaries to effectively channel funding to SMEs and mid-caps, forms a cornerstone of the Union's competitiveness agenda. Enhancing productivity and innovation performance not only strengthens growth potential but also supports job creation, facilitates industrial transformation, and underpins Europe's long-term economic stability.

Supporting Europe's competitiveness through investment in innovation, skills and human capital has been a lending priority for the European Investment Bank Group for the last 25 years. The respective lending orientations have continuously been adjusted to consider changes in the economic, technological and political environment. The current Innovation, Digital and Human Capital (IDHC) public policy lending programme 2021-2027 was adopted at the end of 2021 and amended in June 2025 to reflect the markedly changed geopolitical environment. In 2025 alone, the EIBG supported EUR 21 bn of investment in innovation, digital and human capital. The EIBG has financed projects from corporate R&D programmes, public sector research, production facilities, broadband networks and chips factories to hospitals, schools and universities as well as start-ups and SMEs, both inside and outside the European Union.

The investments included under IDHC also strongly align with and complement the TechEU initiative. TechEU aims to accelerate digitalisation and innovative technologies development and adoption, including bridging the gap between innovation and commercialisation, and where the focus is on the growth engines of Clean Tech, Digital Tech, Biotech/Medtech, Defence & Space, Fundamental Research, Critical Raw Materials and Talent & Skills.

The eligibility requirements related to EIBG's public policy goals such as IDHC can be assessed, in EIBG's direct finance operations, by EIB's own services. In EIBG's indirect finance operations such as in multi beneficiary intermediated loans or risk sharing instruments, assessment of projects against EIBG's IDHC's eligibility requirements is delegated to EIBG's financial institution clients. In such an intermediated, delegated approach, assessment against IDHC eligibility requirements poses challenges, including administrative burden, time inefficiencies, lack of technical capacity and other.

## **2. OBJECTIVE, PURPOSE & EXPECTED RESULTS**

### **2.1. Overall objective**

The overall objective of the Innovation and Digitalisation Gateway advisory programme is to scale up the provision of intermediated finance for Innovation & Digitalisation (ID). The capacity building programme aims to create an enabling environment so that financing providers can adapt and/or further strengthen their technical expertise and financial offering and, as a consequence, increase the amount of financing flowing in the innovative SMEs and mid-caps or innovative investments. The advisory support will be delivered through market development and awareness raising activities as well as capacity building across financial intermediaries.

### **2.2. Purpose/Specific objectives**

The Innovation and Digitalisation Gateway advisory programme aims to strengthen the ability of FIs to scale up financing for innovation and digital transformation. It addresses market fragmentation, improves intermediaries' technical and operational readiness, and enhances deployment of financial products focused on ID.

The EIB aims at contracting a consultant (hereafter, the “Service Provider”) to meet its specific objectives under this assignment. The Programme consists of two core components: horizontal advisory support – including the eligibility checking webtool, helpdesk, market development, – and tailored bilateral advisory support to individual financial intermediaries.

### **2.3. Results to be achieved by the Service Provider**

By the end of this assignment, the following outcomes will be attained:

- Technical capacity of EIBG’s FIs to identify, assess and report on transactions related to ID will be significantly strengthened due to the activities developed and delivered under this assignment such as guidance materials, helpdesk services, market developments and awareness raising events;
- An eligibility checking webtool supporting staff of EIBG’s FIs and other financial institutions with the assessment of transactions against EIBG’s ID requirements, will be live and functional;
- EIBG’s existing Green Gateway Helpdesk for EIBG’s financial intermediaries will effectively extend its coverage to ID related eligibility support queries;
- EIBG’s existing Green Gateway webinar series programme will be expanded into a number of online events related to ID related investment project types, and ID related final beneficiary types.
- Awareness raising events will have been deployed to spread awareness around ID financing opportunities.
- Relevant market studies to help EIBG and its FIs identify financing needs and project pipelines with a potential ID contribution will have been conducted.
- Targeted bilateral support assignments will have been delivered in support of individual, interested, EIBG’s FIs contracted to deliver EIBG intermediated finance support to ID projects and final beneficiaries.

## **3. ASSUMPTIONS & RISKS**

### **3.1. Assumptions underlying the project**

The main assumptions underlying the assignment are the following:

- Full support and cooperation of the FIs during the implementation of the assignment. This includes the availability and motivation of the staff to engage with the Service Provider, share documents and data and actively participate in meetings, trainings and workshops;
- Participating FIs are willing to apply the tools and recommendations provided by the Service Provider;
- In cooperation with the EIB, the Service Provider has access to the appropriate staff within the FIs for the development and delivery of the advisory programme.
- Continued support from the EIB and partner organisations is assumed to be in place, providing the necessary resources and backing for the programme’s execution.

### **3.2. Risks**

The main risks linked to this assignment appear to be the following:

- Non-appropriation/low interest of the FIs in using the envisaged advisory support products/services provided by the assignment;
- Limited ability to identify and reach key professionals in the FIs who are likely to be able to promote Innovation and Digitalisation projects.

In the Organisation and Methodology Part of its Tender, the Service Provider will provide a complete risk analysis including mitigation measures to the above-mentioned risks. Furthermore, the Service Provider shall identify additional potential risks having an impact on the assignment and describe all related mitigation measures.

## **4. SCOPE OF THE WORK**

### **4.1. General**

#### **4.1.1. Project description**

This Assignment concerns the development and delivery of the advisory support package to support FIs under the Innovation and Digitalisation Advisory and Capacity Building Programme. The Programme shall provide capacity building, project advisory and market development support to FIs to scale up financing for innovation and digital transformation.

#### **4.1.2. Geographical area to be covered**

All Member States of the European Union or participating countries under other financing programmes managed and/or advised by the EIBG targeting ID operations, with a special focus on countries served by Beneficiaries working with EIBG on the implementation of intermediated finance operations focusing on ID areas.

#### **4.1.3. Target groups**

The Innovation and Digitalisation Programme will primarily target, as beneficiaries, financial intermediaries and potentially also investors and/or mandators for example in relation to Member State Compartment contributions to InvestEU.

### **4.2. Specific work**

#### **4.2.1. Specific activities**

Specific activities that will be provided by the Service Provider can be divided into the following components:

- A. Eligibility checking webtool (ID webtool)
- B. Helpdesk
- C. Market development activities
- D. Bilateral advisory support

#### **A. ID webtool**

The Service Provider will develop, maintain and ensure the external hosting (i.e. hosting outside EIBG's servers) of an eligibility webtool that will support FIs in identifying, assessing eligibility and reporting of transactions supporting ID objectives. The ID webtool will mirror, to the extent possible and relevant, the user journey logic and the software architecture setup, of the existing [EIBG Green Checker](#). The main functional value of the ID webtool will be to:

- i) enable users to confirm eligibility of transactions against EIBG's ID criteria applicable in EIBG's intermediated finance operations through the tool's deterministic algorithmic assessment models,
- ii) download a binding<sup>1</sup> eligibility assessment summary report, generated by the tool's deterministic algorithmic assessment models, which documents the outcome of an ID eligibility assessment and serves as evidence of a positive eligibility determination,
- iii) clearly display the full scope of EIBG's ID criteria applicable in intermediated finance operations,
- iv) provide a generative AI assistant chatbot to help identify potentially relevant ID eligibility criteria and provide a non-binding eligibility guidance. For the avoidance of doubt, binding eligibility determinations and assessment reports are produced solely by the algorithmic assessment models of the ID webtool, whereas the generative AI chatbot provides non-binding, supportive guidance only and does not influence the eligibility

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<sup>1</sup> The reports will be considered binding by EIB in the sense that projects assessed through ID webtool's deterministic models and documented through the reports, will be accepted as eligible, subject to the correct use of the tool and accuracy of the input data by the users.

determination nor the assessment outcome. Primary users of the webtool will be the EIBG's financial intermediaries but the webtool will be made accessible to other financial institutions interested in its functionalities.

The ID webtool will coexist alongside and be integrated with EIBG's Green Checker tool. Both of these webtools will be made accessible through the same front-end website (EIBG Checker platform) which will function as an integrated online platform allowing users to switch between eligibility checks related to different thematic objectives, including green objective, ID objective, and possibly others. For this reason, the ID webtool shall be designed as an API-enabled system, allowing modular integration with external front-end applications, primarily the EIBG Checker platform and potentially other systems. Cooperation of the Service Provider under the present Assignment with a service provider under a separate assignment, will be necessary. Specific requirements of the integration route will be determined by EIB Advisory at the onset of this assignment.

The ID webtool development workstream will be split into the following tasks:

#### A.1. Scoping support

- Analysis of the ID eligibility criteria applicable in EIBG's intermediated finance products<sup>2</sup>: Assess the feasibility of translating ID criteria into algorithmic assessment models and decision trees similarly as done in EIBG Green Checker, provide recommendations on the extent to which ID webtool can and should mirror the assessment logic of Green Checker, provide recommendations on specific ID eligibility requirements which may pose operational challenges and require clarification through the ID webtool.

#### A.2. Development support

- Requirements and design: Support EIBG in defining functional and non-functional requirements documentation. Produce implementation-ready functional and non-functional requirements for the ID webtool. Define ID components including i) eligibility criteria overview; ii) ID eligibility assessment engine; iii) generative AI assisted chatbot to help users identify the relevant criteria and provide basic, non-binding eligibility guidance.
- Assessment logic and documentation: Develop the assessment methodology (e.g. decision trees or rules engine) and provide the full eligibility assessment methodology documentation (possibly in XLS spreadsheet format if suitable).
- AI chatbot: The generative AI assisted chatbot may rely on external Large Language Model (LLM) APIs. The configuration, training approach (if applicable), prompt design, and handling of user inputs, outputs and logs shall be governed under the present service contract. The Service Provider shall ensure that the use of external LLM APIs complies with EIBG AI governance, data protection and explainability requirements, including appropriate safeguards regarding data processing, retention and use by third-party providers. The AI chatbot shall operate within predefined functional guardrails, shall not provide legal, regulatory or contractual advice, and shall provide non-binding, high-level eligibility guidance only. The Service Provider shall remain fully responsible for the behaviour and outputs of the AI chatbot, irrespective of reliance on third-party LLM APIs.
- UI/UX and prototyping: Produce UI/UX journey proposals through visual mock-ups and produce clickable prototypes of the ID webtool aligned with EIBG design guidelines.
- Security and compliance: Suggest and perform security measures of the ID webtool (including penetration testing) and other – depending on the final functional scope of the webtool, subject to EIBG review and validation. Suggest measures to ensure compliance of the ID webtool with data security and privacy protection requirements under EU DPR<sup>3</sup> and EIBG's internal requirements and draft the necessary documentation such as the data privacy statement.
- Technical development: Perform coding / programming of the ID webtool in line with the specifications defined in earlier tasks. Develop an early alpha version for internal testing and beta version for external client testing, support EIBG in the demonstration and testing activities, adapt the prototypes iteratively based on feedback collected.

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<sup>2</sup> The ID eligibility criteria applicable in EIBG's intermediated will be communicated to the Service Provider at the onset of this assignment.

<sup>3</sup> EU DPR = Data Protection Regulation for EU institutions and bodies.

### A.3. Post-deployment support

- **Launch, hosting and maintenance:** Prepare the launch of the ID webtool including the external hosting of the ID webtool during the remainder of the service contract on external (i.e. not EIB's) servers located inside the EU. Capacity of servers may require adaptation in response to the amount of traffic on the website. Pending final SLA definition<sup>4</sup>, the Service Provider shall apply industry-standard availability, response and incident-management practices for comparable EU-hosted public web tools.

Hosting will ensure a secure, fast, reliable system that is deemed reasonable and acceptable to the EIB. Also, the servers will provide sufficient capacity of users working, browsing, and using the system and will be subject to possible upgrades in the future if need be.

**Data obtaining and consents management:** The data platform should be compliant with data obtaining and managing rules incorporated in Regulation (EU) 2018/1725 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data.

The data platform developed shall ensure that (personal) data remains within European Economic Area throughout its lifecycle and is not accessed from outside the European Economic Area.

- **Further development:** Subject to feedback from EIBG FIs in the post-launch phase of the assignment, to updates to the ID eligibility criteria applicable to EIBG's intermediated finance products, or to other business or regulatory developments, propose modifications to ID webtool and/or suggest new functional features to improve the user experience and value generation of the ID webtool for the target user group and the target objective.
- **Hand-over:** The Service Provider shall ensure full data portability. The Provider shall offer complete transition assistance, while guaranteeing operational continuity. Provider shall suggest a list of and develop the necessary hand-over documents in addition to document requirements specified above, such as technical documentation, system architecture documentation, source code / repositories / version history, user manuals, used technology stack and technical design documents; configuration files, deployment scripts, and environment parameters; API specifications and integration documentation; software licences or usage rights, where applicable, etc., to support an effective handover of the development and management of the ID webtool at the end of the service contract to a new service provider or to EIB's internal services.

At latest six months before the end of the contract implementation period, the Service Provider will start with the tool handover support process and at the latest 1 month before the end of the implementation period, complete the handover process. The handover may be delivered to EIB or a designated service provider successor. The handover will be conducted in accordance with: EU data protection rules (including Regulation (EU) 2018/1725) and the principle of technological neutrality, enabling future in-house operation or re-tendering.

No data will be retained by the Service Provider beyond the end of the contract, except where legally required. All assets will be delivered in commonly used, non-proprietary formats wherever possible. All costs associated to such handover/transfer shall be included in the contract price.

*Disclaimer:* EIB Advisory is considering that parts of the activities above (namely the technical development under A.2. Development Support, as well as A.3. Post-deployment support) may be carved out of the present assignment and performed under a separate service contract. In this case, resources pre-allocated to the carved-out activities would be re-allocated to other activities under this service contract. For the purposes of the bidding, potential service providers shall assume that the full scope of activities listed above would be performed under the present service contract. The concrete activities to be delivered under the component A. ID webtool will be described in the corresponding Task order (see section 4.3.4. Working methodology).

### **B. Helpdesk**

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<sup>4</sup> SLAs will be defined as part of the functional and non-functional requirements for the ID webtool produced in the earlier stages of the pre-development support.



The Service Provider will support EIBG with addressing ID related queries from EIBG's FIs. The queries may include:

- i) technical questions in relation to the ID eligibility requirements, documentation and reporting requirements,
- ii) submission of specific investment projects or types of finance applicants requesting confirmation of compliance with ID eligibility requirements,
- iii) general questions about investment support schemes (e.g. grants, tax rebates, accelerator programmes and other) in individual Member States and about their potential alignment with ID eligibility criteria,
- iv) other types of potential questions from EIBG FIs related to the deployment of ID financing under EIB Group's intermediated finance products.

The Service Provider's role will be to:

- i) Register queries submitted by EIBG FIs,
- ii) Process information and attachments provided by EIBG's FIs through their queries,
- iii) Draft answers in line with EIBG's ID eligibility requirements applicable in EIBG's intermediated finance products,
- iv) Perform quality control of the draft answers before submitting these up the review and approval work stream. Note that final review and validation of the draft answers, before they are sent to EIBG's FIs, will be performed by EIBG staff. Service Provider will address EIBG's feedback, as necessary.
- v) Address possible follow-up questions posted by EIBG FIs in response to answers received.
- vi) Upon request from EIBG, prepare FAQs or other types of guidance materials aimed to clarify for EIBG FIs the points of confusion related to ID eligibility requirements. Note that final review and validation of the FAQs and other types of guidance materials, before they are made accessible to EIBG's FIs through helpdesk platform, will be performed by EIBG staff. Service Provider will address EIBG's feedback, as necessary.

Tasks listed above will be performed by the Service Provider within EIBG's existing [helpdesk](#) platform, developed and maintained under a separate service contract. The existing helpdesk is an established, Jira Service Management powered online platform, currently designed to support EIBG FIs with green eligibility and reporting queries. The helpdesk platform will be reconfigured under a separate service contract to expand its thematic scope from green finance objective to ID finance objective.

This JIRA ticketing system allows experts to:

- receive and register queries;
- review supporting information submitted by the FI;
- analyse the topic raised;
- prepare a draft guidance response;
- monitor the progress and status of each case.

### **C. Market development activities**

A comprehensive package of advisory support will be developed and delivered to enhance intermediaries' capacity to engage with Innovation and Digitalisation financing.

These actions may include:

- i) market studies and surveys to assess needs, barriers and opportunities;
- ii) public webinars and/or targeted training events for EIBG's FIs, and
- iii) awareness raising events to disseminate findings and promote knowledge sharing through a structured set of outreach activities, including webinars and thematic events for EIB Group intermediaries as well as for potential investors and/or mandators.

### **D. Bilateral advisory support**

Tailored advisory support will be offered, where needed, to individual intermediaries to enhance their operational capacity for ID financing providing advisory support to improve the design of their financing products and identify eligible investments. This support will be limited to intermediaries that have specific needs/challenges in new sectors or are smaller and inexperienced in deploying ID financing products. Such advisory support requests will be considered and agreed on the needs' basis.

Indicatively, such customized support would require the development of analytical reports, in order to provide targeted recommendations. The Service Provider will in some cases conduct analysis on topics such as:

- FI portfolio analysis to support the identification of ID projects;
- Market analysis and trends in ID focused financing;
- Recommendations / technical support to explain the scope and application of EIBG eligibility criteria under intermediated debt products for the identified measures/market segments;
- Existing public intervention schemes in the relevant geographies;
- EIB eligibility criteria versus existing definitions used by FIs;
- Support in pipeline development.

#### **4.3. Project management**

##### **4.3.1. Responsible body**

The European Investment Bank, through the Operations Resource Management (ORM) Division within the Operations Directorate (OPS), will act as Contracting Authority and will be responsible for managing this TA operation.

##### **4.3.2. Management structure**

###### ***Contracting Authority***

At the European Investment Bank, the Advisory – Financial institutions Division (AFI) within the Operations Directorate will be responsible for the management, technical and administrative follow up of the contract. The ORM Division is responsible for contractual and administrative matters.

During the course of the Assignment, the Service Provider will report to the EIB activity responsible appointed by the Advisory – Financial institutions Division (AFI). The contact details of the EIB activity responsible will be communicated to the Service Provider following the award of the Contract.

###### ***The Service Provider***

The Service Provider shall nominate an operation director from its head office with sufficient authority to commit the necessary resources, and to take overall responsibility for the performance of the consultancy team. The operation director should have a minimum of 5 years of professional experience at a level of senior responsibility and be fully fluent in English (**CV to be submitted**).

##### **4.3.3. Support to be provided by the Contracting Authority and/or other parties**

###### ***Contracting Authority***

The Contracting Authority will provide the Service Provider, upon request, with all information relevant to the Assignment which is available to it and not covered by any confidentiality agreements and will fully cooperate with the Service Provider in order to achieve the best results.

##### **4.3.4. Working methodology**

The concrete services to be provided and their corresponding timelines for the specific activities described in the section 4.2.1 above shall be instructed by the EIB activity responsible and communicated to the Service Provider through individual Task Orders.

The minimum information in the Task Order is the following:

- Task Order no.
- Task to be performed and expected result (based on the above listed items);
- Timeframe within which the task is to be performed.

The activities to be carried out under the contract will comprise of a series of Task Orders.

The Task Order shall specify if business trips outside the Service Provider's home office are deemed necessary in order to perform the requested services.

Within 5 working days following receipt of the Task Order from the EIB activity responsible, the Service Provider will confirm the availability of its team of experts (key and non-key) suitable to perform the task, will provide the EIB activity responsible with the CVs of the non-key experts proposed for the task and will provide a defined budget established on the basis of the daily rates (including travel and accommodation expenses if applicable) set under the present Service contract an estimate of time requirement, and an estimate of reimbursable expenditures (if any).

Should the EIB activity responsible consider the information provided not suitable, the Service Provider might be requested to amend its answer.

Should the EIB activity responsible accept the answer, a confirmation will be issued and the Service Provider shall ensure on-time mobilisation of the team.

The Service Provider shall issue a deliverable for each Task Order performed at the latest when initially required by the EIB activity responsible.

Mobilisation of the team is expected to take place within 10 working days from the submission of the Task Order to the Service Provider.

## 5. LOGISTICS AND TIMING

### 5.1. Location

The Service Provider will provide its services from its own offices.

The Services shall be performed at the Service Provider's own business location or at the experts' home office as the case may be.

For certain tasks, the EIB will request the Service Provider's experts to perform the related services from the premises of the Beneficiary or from any such other location(s) as the Bank may reasonably indicate to the Service Provider (hereafter on "Site").

A kick-off and regular meetings with the EIB will take place at the EIB premises in Luxembourg or virtually.

### 5.2. Start date & period of implementation

The Contract shall enter into force on the day of signature of the Contract by the last Party (the "**Effective Date**").

The Services shall be provided from the Effective Date until 24 months after the Effective Date (the "**End Date**"), save where the Contract is terminated in accordance with the General Terms and Conditions for Provision of Services of the Contract (see section E - draft contract and related annexes of the tender file).

The performance of the Services shall not commence before the Effective Date.

All tasks to be performed under the Contract will have to be undertaken from the Effective Date until the End Date (the "**Period of Implementation**"). All technical deliverables and administrative reports to be produced under the Contract will have to be submitted by the Service Provider and approved by the EIB within the period of implementation.

At the request of the Bank, the term of the Contract may be renewed by 2 (two) additional periods of up to 1 (one) year each. The Bank shall notify the Service Provider of its intention to renew the term by giving at least 2 (two) month written notice prior to the date on which the Contract would otherwise expire. Renewal shall not imply any modification or deferment of existing obligations, nor any increase of the rates referred offered by the Service Provider in its tender..

Should the necessity to perform additional services which were not included in these Terms of Reference and which would have become necessary to the completion of the Assignment arise, the

EIB reserves the right to amend the contract and to extend the scope of the services and/or the duration of the contract.

## **6. REQUIREMENTS**

### **6.1. Staff**

The Service Provider shall provide the adequate staff (in terms of expertise and time allocation) in order to complete efficiently all the activities required under the scope of the TA operation and to finally achieve the specific and the overall objectives of his contract in terms of time, costs and quality.

**All experts must be independent and free from conflicts of interest in the responsibilities they take on.**

#### **6.1.1. Key experts**

Key experts have a crucial role in implementing the contract. These terms of reference contain the required key experts' profiles. The tenderer shall submit CVs and Statements of Exclusivity and Availability for the following key experts:

##### **Key expert 1: Team Leader / Project Manager**

###### *Qualifications*

- University Degree in Economics, Law, Banking, Business Administration, Information Technology, or related disciplines ( )

###### *General professional experience*

- 10 years of professional experience in consultancy assignments
- 5 years of professional experience in advising financial institutions will constitute an asset

###### *Specific professional experience*

- Experience in 3 assignments / projects with the role of Team Leader / Project Manager with team management responsibilities ( ).
- Experience in 3 assignments in relation to advising financial intermediaries on innovation and digitalisation project financing (providing guidance on eligibility criteria and/or analysing and providing guidance on regulatory requirements related to innovative investments projects and/or liaising with clients on gathering investment project data and reporting on progress) will constitute an asset.
- Experience in 3 assignments in relation to development of IT projects / software solutions for financing institutions will constitute an asset.

###### *Language and other skills*

- Fluency in written and spoken English is essential (CEFR C1) ( ).
- Knowledge of other EU languages will constitute an asset.

#### **6.1.2. Non-key experts**

CVs for non-key experts should not be submitted in the tender, but the tenderer will have to demonstrate, providing explanations in their offer on how these non-key experts can be selected and mobilised, and that they have access to the specific profiles according to the needs of the assignment. The tenderer should explain in the offer the envisaged profiles they foreseen to use in order to deliver a successful project.

The Service Provider must select and hire other experts as required according to the profiles identified in the Organisation & Methodology. It must clearly indicate the experts' profile: junior or senior, so that the applicable daily fee rate is clear.

The mobilisation of all non-key experts under the Assignment is subject to prior approval by the EIB. Before mobilising any non-key expert, the Service Provider will have to submit a formal request to the EIB activity responsible by e mail. The request will have to include, not only the CV of the proposed non-key expert, but also information on his/her role under the assignment and clarity on the task(s) the expert will be assigned to. Additionally, the request should include a

statement confirming the absence of conflict of interest (see template as appendix B to this document). In no case shall a non-key expert be mobilised without a prior approval by the EIB activity responsible.

The selection procedures used by the Service Provider to select these other experts must be transparent, and must be based on pre-defined criteria, including professional qualifications, language skills and work experience.

### 6.1.3. Working Days (wd)

The minimum input in terms of staff days required under the Contract for the initial period of Implementation of two years for the Key Expert and of Non-Key Experts is as shown below:

Expert	Working days
KE's wd from home office	80
KE's wd on site <sup>5</sup>	20
Senior NKE's wd from home office	400
Senior NKE's wd on site	30
Junior NKE's wd from home office	600
Junior NKE's wd on site	60

The above figures are minima. In the Organisation and Methodology part of their Tender, tenderers are expected to present a mobilisation plan and a delivery plan demonstrating how they intend to mobilise their experts (key and non-key) in the implementation of the different tasks to be undertaken in the Assignment. In their work plan, tenderers are allowed to offer to mobilise the key expert, senior non-key experts and junior non-key experts for more days than the minima set above. This work plan will serve the purpose of assessing the implementation strategy offered by the tenderers. Should the necessity to operate any change in the distribution of working days offered in the tender of the successful Tenderer for the key expert, senior non-key experts and junior non-key experts during the implementation of the Contract become necessary for a successful completion of the Contract, such change will be the subject of a written agreement by the EIB.

Should the EIB decide to renew the term of the Contract as mentioned in section 5.2. above (Start date and period of implementation), a work plan and a mobilization plan covering the renewed period will be agreed between the EIB and Service Provider on the basis of the needs of the Assignment after the EIB issues the 2 (two) month written notice prior to the date on which the Contract would otherwise expire. They will be documented in the Quarterly Progress and Financial Reports covering the related periods.

### 6.1.4. Support staff & backstopping

The Service Provider shall supply all support staff (administrators, secretaries, interpreters, and head office back-up, drivers etc.) as necessary for the proper fulfilment of his obligations. The costs of the support staff must be included in the fee rates of the experts.

Backstopping costs for logistical and management support (including the activity of the TA operation director designated by the Service Provider) of the team must be included in the fee rates of the experts.

The Service Provider should identify and describe in his offer the arrangements for the provision of the support staff and backstopping facilities.

**Note that the support/backstopping staff cannot be assigned as short or long-term experts while still maintaining their original assignment. The two responsibilities must be kept separate and double budgeting under the project should be avoided.**

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<sup>5</sup> Work delivered outside the Service Provider's own professional premises (from the premises of the Beneficiary or from any such other location(s) as the Bank may reasonably indicate to the Service Provider)

## 6.2. Travel and associated costs

International (mobilisation and demobilisation) and local transport and associated costs (vehicles incl. drivers if considered necessary, per diem, etc.) of Key and Non-Keys experts posted on site should be included in the fees.

## 6.3. Office accommodation

Office accommodation of a reasonable standard and of approximately 10 square meters for each expert working on the contract and reasonably accessible by phone, fax and e-mail over the duration of the assignment is to be provided by the Service Provider.

The costs of the office accommodation are to be covered by fee rates.

## 6.4. Facilities to be provided by the Service Provider

In principle, the costs of the facilities should be included in the tenderer's experts fee rates. The Service Provider must ensure that experts are adequately supported and equipped. In particular it must ensure that there is sufficient administrative, secretarial and interpreting provision to enable experts to concentrate on their primary responsibilities. It must also transfer funds as necessary to support their work under the contract and to ensure that its employees are paid regularly and in a timely fashion.

# 7. REPORTS

## 7.1. Reporting requirements

To summarise, in addition to any documents, reports and output specified under the duties and responsibilities of each key expert above (cf section 4.2), the Consultant shall provide the following reports:

Name of report	Content	Time of submission
Inception Report	See below	No later than 1 month after the start of the Implementation Period
Quarterly Progress and Financial Report	See below	No later than 10 working days after the end of each 3-monthly period.
Final Report	Short description of achievements including problems encountered and recommendations; a final invoice and the financial report accompanied by the expenditure verification report.	No later than 1 month before the end of the implementation period of the contract.

The reports mentioned are described in more details as follow:

The **Inception Report** shall confirm the aims and milestones of the Assignment and the proposed methodology and team structure.

It shall confirm and, if necessary, may finetune the work plan proposed in the Organisation and Methodology for completion of the activities in the remaining period of execution of the Assignment (i.e. Assignment global timetable and Gantt chart).

The **Quarterly Progress and Financial Report** is a short description of progress (technical and financial) including problems encountered. The Report shall consist of a narrative section and of a financial section. The information should be presented per each Task Order.

The narrative section of the report shall briefly describe the status of the Assignment, forecast the expected technical progress of the activities for the next period; itemise any outstanding issues.

These interim reports shall provide information on the state of progress of the project over the period, for ease of monitoring activities and outputs and should clearly distinguish between activities/outputs achieved and considered finished, and activities still in progress, so that the

evaluation of the project is clear. The report will include progress on the activities of all the Task Orders issued (with technical attachments as applicable).

The financial section of the Report: shall include all information related to services to be provided on a time and material basis, covering fees payable for the experts mobilised and itemised expenses eligible for reimbursement.

For the period covered by the report:

- (i) a summary of the financial situation covering the period: fees payable for the experts mobilised (Editable excel sheet with summary of timesheets by day/expert/fees);
- (ii) itemised expenses eligible for reimbursement.

For the period covered since the beginning of the contract:

- (i) A summary of the financial situation covering the entirety of the assignment since its start (fees payable for the experts mobilised and itemised expenses eligible for reimbursement, per category).
- Annex A - For the period covered by the Report: annexes for all approved expenses, copies of all original invoices as well as a copy of the approval by the EIB of the authorisation for expenditure.
- Annex B - For the period covered by the Report: completed timesheets for each expert (key and non-key) mobilised during the period (see template as appendix A to this document).

NB: Timesheets and reported time:

The smallest unit adopted for timesheets shall be ½ (one half) day.  
A day of work will count 8 working hours

The work declared in the timesheets will need to be rigorously accounted for by the Services Provider, e.g. timesheets will be specific with regards to the work effectively performed, various outputs will be attached to substantiate the work declared, the working time recorded will need to be proportional to the actual Progress Report (and related technical deliverables) produced and the results achieved, the working time recorded shall be for productive activities, advancing the Assignment (e.g. it cannot cover time for correcting own mistakes in outputs delivered), the allocation of experts shall be consistent with the purpose (i.e. rights experts for the right piece of work).

Also, experts are expected to be highly visible in delivering their work via interactions with the EIB, and various other stakeholders of the Assignment.

The **Completion report** is a final description of the achievements of the Assignment, including problems encountered and final recommendations.

This report consists of a narrative section and shall, inter alia, provide:

- a summary of the services performed during the Assignment with reference to the tasks/deliverables set out in the Assignment Terms of Reference
- a synthesis of all analysed projects presenting the main issues solved and the remaining aspects to be tackled
- lessons learned as regards the activities performed and recommendations for the Contracting Authority and beneficiaries
- if any, a statement summarising the various difficulties encountered and an evaluation of the impact of the above-mentioned difficulties in terms of the project itself.

The Completion Report shall also include, as annexes:

- A copy of all deliverables/reports/documents/material produced during the Assignment.

## **7.2. Submission and approval of reports and deliverables**

**All reports will be written in concise, clear and well-edited Standard English.** File origins shall be clearly identifiable in a header or footer. A list of essential contact persons is to be included. The

reports should have a title page, which should include project name, project code or reference, report title, date issued and period covered, and the name and address of the Service Provider. **The Contracting Authority will provide the Service Provider, after the starting date of the assignment, with a recommended structure of the Reports.** The Service Provider may propose changes to this structure, which must be agreed with the Contracting Authority in advance.

The reports required in these ToR will be made available in electronic format. They will have to be provided in Microsoft Word compatible format, in a single file or with a series of files following a structure that makes them easy to print and generate hard copies, with all support files also attached. All produced spreadsheets have to be provided in Microsoft Excel compatible format, including all underlying formulas. Such formulas shall be unprotected and available to the EIB.

The EIB will have 15 working days to review each report. Should the EIB request amendments, the Service Provider will be requested to re-submit the report within 5 working days following the request, completed and adequately amended.

### **7.3. Visibility requirements**

The Service Provider shall endeavour to publicise any work undertaken and to highlight the participation of the European Union in the programme.

This Assignment will be financed primarily by the InvestEU Advisory Hub or by other sources such as the Recovery and Resilience Facility and Cohesion Funds, among others. To ensure EU and EIB visibility, the EU logo, the EIB logo as well as the logo of the InvestEU Advisory Hub or any other relevant funding programme should appear on the cover page of reports and any other deliverable produced under this Assignment contract. These LOGOS MAY NOT BE USED FOR ANY OTHER PURPOSE.

The following text should also be included in all documents produced: "The advisory support operation is financed under InvestEU Advisory Hub."

The following disclaimer should also be included: "The authors take full responsibility for the contents of this report. The opinions expressed do not necessarily reflect the view of the European Union nor of the European Investment Bank".

## **8. TYPE OF CONTRACT, BUDGET, REMUNERATION AND PAYMENT SCHEDULE AND INVOICING**

### **8.1. Type of Contract**

Services will be provided on a time and material basis (fee based).

### **8.2. Budget**

The maximum budget for the performance of Services to be provided under the contract is 1,250,000 EUR.

Out of the maximum budget for the performance of Services to be provided under the Contract, up to 100,000 EUR will be dedicated to the reimbursement of expenses eligible for reimbursement.

Pursuant to Art. 5.2. above (Start date and period of implementation), the amount that can be paid to the Service Provider can be increased up to EUR 1,000,000 for each renewal.

The maximum total expenditure by the Bank under the Contract (including the potential extensions/increases) shall be EUR 3,250,000, excluding VAT and including expenses eligible for reimbursement.

### **8.3. Remuneration**

For the mobilisation of its experts, the Service Provider shall be remunerated on the basis of:

- A fixed daily rate exclusive of VAT for Key expert 1: Team Leader / Project Manager when performing services from the Service Provider's professional premises or from the expert's home office.
- A fixed daily rate exclusive of VAT for Key expert 1: Team Leader / Project Manager when performing services on Site.



- A fixed daily rate exclusive of VAT for senior non-key Expert when performing services from the Service Provider's professional premises or from the expert's home office.
- A fixed daily rate exclusive of VAT for senior non-key Expert when performing services on Site
- A fixed daily rate exclusive of VAT for junior non-key Expert when performing services from the Service Provider's professional premises or from the expert's home office.
- A fixed daily rate exclusive of VAT for junior non-key Expert when performing services on Site.

NB: Under this Contract, Senior Non-Key Experts shall demonstrate at least 10 years of professional experience and Junior Non-Key Experts shall demonstrate at least 3 years professional experience.

The rates shall be fixed and non-revisable for the term of the Contract, including any renewals pursuant to Article 5.2.

### **8.3.1. Expenses eligible for reimbursement**

#### **I. Expenses eligible for reimbursement related to the organisation of workshops, events or capacity building activities**

The EIB shall reimburse expenses incurred by the Service Provider to organise workshops, events capacity building activities and in-persons events (like training sessions, experience-sharing events, conferences, roundtables etc.) wherever indicated by the EIB activity responsible, subject to prior authorisation by the EIB activity responsible. The Service Provider shall provide in their request for approval a detailed budget estimate (see here-under for information the main categories of expenses eligible for reimbursement).

The expenses shall be refunded based on the submission of the copies of all original invoices.

<b>Items eligible for reimbursement</b>	<b>Condition for reimbursement</b>
Production and printing of event promotional tools (roll-up stands, banners, if requested)  Rental of conference rooms and of the related equipment  Costs for the organisation of specific AV and IT equipment for hosting hybrid events  Costs of services and catering supplies Contracting and mobilisation of Hostesses/stewards	Upon submission of such relevant invoices received from the Service Provider in attachment to the Financial Report, the EIB shall reimburse expenses incurred for the preparation and delivery of each event provide that such expenses have been approved in advance by the Bank.
Printing and assembling of agendas in booklet format (A5 or A4) in full-colour in the format agreed in the number of copies confirmed by Bank.	
Printings in black and white or colour of documents associated with the event on site	
Printing of materials: training materials, leaflets, booklets etc.	
Delivery of event material to the selected venue	
Printing and delivery of badges for participants in the number of copies confirmed by Bank	
Cost of moderators, speakers, photographers, security services, IT/AV technician on site	

Costs of translator and interpreters' services	
Purchase of license to enable the service provider to implementation eLearning platforms, webinars, and online knowledge hub platforms	
Cost related to communication and marketing products for the programme, including design, layout.	
Others: Eligibility of other expenses should be verified in advance with the Bank.	

- II. **Other ancillary expenses related to the development, hosting, maintenance of the advisory web-based products** may be approved by the Contracting Authority based on the duly justified proposal from the Service Provider responding to the respective Task Order.

#### 9.4 Payment schedule and invoicing

The Service Provider shall issue an invoice within 10 working days of the approval by the EIB of each Quarterly Progress and Financial Report (but the last).

The approval by the EIB of the last Quarterly Progress and Financial Report will not trigger the submission of the invoice.

The Service Provider shall issue the invoice related to the services covered by the last Quarterly Progress and Financial Report within 10 working days of the approval by the EIB of the Completion Report

Payment of the final invoice shall be conditional on completion of the tasks to be performed under the Assignment and on the submission by the Service Provider and approval by the EIB of all technical deliverables and administrative reports to be produced by the Service Provider.

**Appendix A: template for timesheets****Expert time record sheet<sup>6</sup>**

<b>Contract references:</b>	MAA-010008 - Innovation and Digitalisation Advisory Programme
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<b>Expert name:</b>				
<b>Category of expert</b>				
<b>Monthly Period covered</b>				
<b>Day of the month</b>	<b>Task undertaken</b>	<b>Output / deliverable produced</b>	<b>Place of performance (home base / other)</b>	<b>N° hours recorded</b>
Day/Month/Year				
Day/Month/Year				
Day/Month/Year				
Day/Month/Year				
Day/Month/Year				
Day/Month/Year				
Day/Month/Year				
Day/Month/Year				
Day/Month/Year				
Day/Month/Year				
Day/Month/Year				
Day/Month/Year				
Day/Month/Year				
Day/Month/Year				
etc				
<b>TOTAL</b>				

<b>Expert name:</b>	
<b>Date:</b>	

<sup>6</sup> The work declared in the timesheets will need to be rigorously accounted for by the Service Provider, (e.g. timesheets will be specific with regards to the work effectively performed during the Assignment implementation), various outputs / deliverables will be attached to substantiate the work declared, the working time recorded will need to be proportional to the actual overall progress of the Assignment in terms of deliverables being produced / results being achieved, the working time recorded should be for productive activities, advancing the Assignment (e.g. it cannot cover time for correcting own mistakes in outputs delivered), the allocation of experts should be fit for purpose (i.e. right experts for the right piece of work). Also, experts are expected to be highly visible in delivering their work via interactions with the EIB, and various other stakeholders of the Assignment.

The smallest unit adopted for timesheets shall be ½ (one half) day. A day of work will count 8 working hours.

**Appendix B:** template for declaration of absence of conflict of interest

<p style="text-align: center;"><b>Declaration of non-conflict of Interest<sup>7</sup></b> <b>AA-XXXXXX / Innovation and Digitalisation Advisory Programme</b></p>
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I, the undersigned, hereby declare, as ☐ Key expert / ☐ non-key expert assigned to performance of the above referred Contract, that: I am independent of all parties which stand to gain from the outcome of the Assignment. To the best of my knowledge and belief, there are no facts or circumstances, past or present, or that could arise in the foreseeable future, which might call into question my independence in the eyes of any party; and, if I discover or should it become apparent during the course of the contract that such a relationship exists or has been established, I will declare it immediately and cease to participate in this contract.

<b>Name</b>	
<b>Signature</b>	
<b>Date</b>	

\* \* \*

<sup>7</sup> To be completed by the Key Expert(s)