



QA session for the RfP for CFS services GA 2021 – 2022

Oana Penu, EIT Project Officer
23 September 2021, 11:00 AM, virtual meeting via webex

- ❑ Horizon Europe
- ❑ EIT Regulation : <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32021R0819&from=EN>
- ❑ EIT InnoEnergy Grant Agreement:
https://investmentround.innoenergy.com/wp-content/uploads/2021/06/2021_GA_EIT-IE_SIGNED-BOTH.pdf
- ❑ AGA (draft) : https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/common/guidance/aga_en.pdf

Amount of partners (approx.)

KIC Name	KIC LE	Large Partners [2M <]	Medium Partners [751 - 2M]	Small Partners [430 - 750]	CFS Total Partners	
	2021	2021	2021	2021	2020	2021
Climate-KIC					26.00	
EIT Digital	1.00	1.00	3.00	15.00	35.00	20.00
EIT Food	1.00	8.00	18.00	7.00	34.00	34.00
EIT Health	1.00	2.00	11.00	20.00	54.00	34.00
EIT Manufacturing	1.00	0.00	4.00	11.00	15.00	16.00
EIT Raw Materials	1.00	0.00	11.00	20.00	53.00	32.00
EIT Urban Mobility	1.00	0.00	3.00	10.00	14.00	14.00
KIC InnoEnergy	1.00	7.00	8.00	3.00	35.00	19.00
Grand Total	7.00	18.00	58.00	86.00	266.00	169.00

Q1: Is the number of CFS mentioned in the RfP same as the number of partners audited?

A1: No, a partner can have multiple CFS. The CFS are associated with each KIC grant agreement.

Q2: In the context of the multi –annual grant agreement, and the specific requirement of the EIT to have a CFS for interim payments - what are the implications for the partners and the scope of work?

A2: Partners requesting over 430 KEUR of EIT funding in 2021 will require a CFS audit in 2021.

Same partner requesting over 430 KEUR of EIT funding in 2022 will require a CFS audit in 2022 as well.

If a partner will cumulatively request 430 KEUR of EIT funding by the end of 2022, and has not undergone a CFS in 2021, will also require a CFS funding in 2022 covering both years. (2021 and 2022)

Q3: Should the offer include a fixed price? How to tackle the travel costs if required?

*A3: EIT InnoEnergy welcomes an offer with a fixed price. The fixed price should refer to audit services remote and a fixed price for premium services (remote service+ travel is an option agreed upon together w/ the relevant KIC and EIT). EIT InnoEnergy **only** accepts fixed price offers (price for full CFS audit per category size as indicated in slide 3).*

Q4: Can the interested parties still request clarifications after the Q&A session?

A4: Yes, any time.

Q5: List of partners (partners name, country, costs and EIT funding)– when it will be available?

A5: The indicative (still subject) to change will be available on Oct 1st, following the DL for the BP2021 – 2022.

Q6: Is it possible to extend the DL in the RfP?

A6: The deadline has been postponed to October 18th 2021

Q7: In the RfP on page 6, it is indicated : Field (audit) work and reporting : January 2nd – March 30th 2022. The Framework Contract is stating end of January in Article 5 that ‘CFS Audits covering a specific period (i.e. GA2021, GA2022, etc.) need to be planned to both start and be finalized between the end of January and mid-March of the following calendar year’. Could you please confirm?

A7: Correct, the field work can be planned between (end of) January to mid-March of the following calendar year. The exact timing can be discussed directly with the partner.

Q8: In the RfP on page 5, it is indicated: All partners are located in Europe. For partners located outside of the EU, the assignment may be performed remotely fieldwork by default for FY21?

A8: Correct, for partners outside EU (if applicable) remote field work is acceptable.

Q9: In the RfP documentation it is mentioned that for the fieldwork, maximum 2 days for small partners are permitted, 2-4 for medium partners and 7 for large partners. In the current context of the Covid-19 pandemic, is it possible to perform the audits remotely (online) ?

A9: After internal consultation and the post-pandemic situation that is still complex in certain countries, we hereby confirm that the remote audit is preferable option. So we will request all remote audits for all partners excluding some complex or very large partners that requires an on-site audit. These partners are limited but the EIT InnoEnergy / EIT will confirm during the contracting phase which partners require the on-site audits. The choice of a remote or on-site audit is strictly made by EIT InnoEnergy / EIT only.

Q10: If the on site visits are mandatory, can you please let us know whether the travel costs should be included in the fixed price per partner category, or whether they will be reimbursed separately based on actual costs?

A10: See A9; The remote audits are even preferable, but some will require an on-site audit. Therefore please submit your financial offer in a price incl. travel and one excl. travel (per category partner). But please bear I mind; ONLY offers with fixed price per CFS audit, per category partner will be accepted.

Q11: If it is possible, we would like to kindly ask you to consider an extension of the deadline for the offer submission until 18 October 2021.

A11: Due to these additional clarifications regarding remote audits and pricing model, we therefore postpone the submission of offers deadline until: Sunday 24 October 2021

Q12: In the tender specifications and in the clarification below, it is unclear how the premium covering travel and accommodation will be considered in the evaluation criteria for the financial offer, and therefore in the final scoring.

A12: We request all tenderers to provide the financial offer as:

- A) Fixed price per CFS audit per category partner, including travel cost. (So this fee must cover your full travel cost for this audit in case of an on-site audit)*
- B) Fixed price per CFS audit per category partner, excluding travel cost. (So this fee will cover the full audit being a remote audit)*

→ The EIT InnoEnergy / EIT will decide which (limited) partners require an on-site audit and therefore price offer A or B can be applied. The partners required an on-site audit can only be shared during contracting phase.

Q13: The framework contract offers details regarding the invoice payment term, however it is not clear what are the billing milestones. We would like to clarify whether the invoices are issued progressively, after each agreed upon procedure report is issued for each Partner and also whether advance invoices are allowed (for example: a specific percentage after signing the contract or during the planning stage)

A13: Invoicing after each audit is unfortunately not possible. This creates a huge administrative burden. We do accept a pre-invoice after signing the contract of maximum 25% of the total CFS audits to be performed by the CFS auditor, and the settlement invoice (75%) only after finalizing the last CFS audit and submit the linked report. Invoices shall be paid within 30 days following receipt.

Q14: The accordance with the tender documentation, the framework agreement will be signed with KIC InnoEnergy SE as client. At the same time, according to the template for "Independent Report of Factual Findings on costs declared under Horizon 2020 Research and Innovation Framework Programme", each report will be addressed to the Partner in scope for the procedures, and not to the client (KIC InnoEnergy SE). Due to the fact that an auditor has the reporting obligation towards his client, we find it appropriate to address each report to KIC InnoEnergy SE, and copies, of course, can be distributed to the Partners. Please let us know if you agree with this change in the report template.

A14: The (final) client remains being the EIT, while the EIT KIC InnoEnergy SE is the contracting party who is responsible for contracting the auditors and coordinating the audit. So although there is a contractual agreement between the auditor (TBH) and the EIT InnoEnergy SE, the final reports need to be distributed to:

- *The beneficiary*
- *The EIT (contact- & submission details to be shared during contract signature)*
- ***The leading KIC*** of the beneficiary (See column A of annex 3 "The partner list")

Q15: In accordance with the RfP, it is mentioned:

"The collaboration for this tender will be for 2 Years (Grant cycle CFS audit linked to GA2021 and GA2022) and cover KIC partners. In case of mutual satisfaction, the EIT InnoEnergy could extend the agreement with an additional 2-year agreement under the exact same conditions and pricing."

In accordance with article 12.2 from the framework agreement:

"EIT InnoEnergy - in its sole discretion - can opt to extend the CFS Audit Agreements for an additional 2-year period (covering two additional reporting periods) under the exact same conditions and pricing. "

Considering the above, please confirm that the conditions mentioned in the RfP are the correct ones and the framework agreement will be amended accordingly.

A15: The clauses will remain as they are. The clarification behind this clause is that a possible extension (after 2 years) can only be triggered by EIT InnoEnergy. Obviously, the contractors will be asked if they're accept a possible 2nd term of 2 years according same conditions & pricing. But the initial request for extension can only be done by EIT InnoEnergy and not the contractor.

Q16: Is there any possibility to have another extension of the deadline which is now set on October 24th at 23.59 o'clock CET?

A16: No, there will be no more extensions permitted due to the tight schedule of preparation. Any offer that will be submitted after this deadline will not be evaluated and by default eliminated.

Q17: Is it allowed to subcontract some work to affiliates, or close partners from a different entity to perform a part of the audit?

A17: According clause 5.9 of the frame work agreement (Annex 2A), it's not allowed to subcontract (part of) the CFS audit to another party. This clause is included to avoid tenderers to subcontract work to complete different, smaller audit firms and focus only on the coordination. The audit firm submitting the offer should be the audit firm performing the audits but it is allowed to use affiliates, or different entity close partners to the tenderer for support. However, the winning tenderer remains responsible for the full audit process including being the contracting party, single point of contact for the audits and the audit firm that need to sign the reports in the end. (In case of doubts, please liaise with the contact person of this tender)

Q18: Certain clauses of the Grant agreement are incorporated by reference into the framework agreement. We have checked the clauses referenced in the framework agreement versus the Horizon 2020 Annotated Model Grant Agreement (publicly available here: https://ec.europa.eu/research/participants/data/ref/h2020/grants_manual/amga/h2020-amga_en.pdf) and we could not identify them. Can you please provide us the template of the Grant Agreement referenced in the framework agreement (or relevant extracts of the clauses references), in order for us to analyse its content and implications?

A18: See next page

A18: EIT InnoEnergy reminds the interested service providers that this contract and their services are subject to the provision of the Horizon Europe Program, as the new Research and Innovation Program starting Jan 1, 2021. In the preparation of the tender documentation, EIT InnoEnergy, in close collaboration with the EIT has used the references from the InnoEnergy MGA, available here:

https://investmentround.innoenergy.com/wp-content/uploads/2021/06/2021_GA_EIT-IE_SIGNED-BOTH.pdf

and the draft AGA, available here:

https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/common/guidance/aga_en.pdf

If there are questions on specific references, please revert to the items you require guidance.

Please also be reminded that the European Commission has not yet issued the relevant agreed-upon procedure to be performed by the auditor for Horizon Europe. Once documents will become available will be shared with the selected service providers.