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1. **Context**

EIT Manufacturing is a Knowledge and Innovation Community (KIC) operating under the EIT European Institute of Innovation Technology umbrella.

Knowledge and Innovation Communities are partnerships that bring together businesses, research centres and universities. They allow:

- innovative products and services to be developed in every area imaginable, including manufacturing, climate change, healthy living and active ageing
- new companies to be started
- a new generation of entrepreneurs to be trained

EIT Manufacturing is an association under the law 1901 created in 2019, we are currently looking to onboard a General Manager/Managing Director for our commercialization subsidiary – Manufacturing SASU. Manufacturing SASU was created with the purpose of developing services and offer these to our clients and future customers.

2. **Description**

We wish to use an online training platform to provide training for our staff. The goal is to be able to both set up specific groups of trainings that we can require staff to take, but also to allow our employees to do training at their own pace based on their interests. At present, we have 97 staff members across the organization.

3. **Deliverables**

The desired deliverable is a platform where we can easily and flexibly make training available to employees, and where HR and department leaders will be able to analyse usual training KPIs such as participation, completion, hours of training, unique users etc. As part of the “Request for Proposal” process, we would like our evaluators to be able to access a test environment to get first hand experience with the product.

The proposal should include a quote for licenses that can be flexibly assigned and reassigned to employees based on need, and if that is not possible, we would like a quote for 97 licenses.

The quote should cover the total maximum cost for a three-year contract, including set-up and after-sale support, with no additional costs foreseen.

4. **Timeline**

Proposals should be submitted in writing by August 30th at end of business. Followed by a presentation to our evaluation panel where you describe your company, product, suggested timeline for implementation, and maximum fixed price for a three-year contract. We would appreciate if a test environment could be
made available to our panel during the week of August 29th. If a base contract can be forwarded for review by our legal department at the same time, this could save time in the implementation phase.

After the presentation, and the test period, our evaluation panel will score each proposal based on pre-defined selection criteria (see below).

The indicative timeline for the call for proposals is as follows:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Responsible</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP opening</td>
<td>EIT Manufacturing</td>
<td>29/08/2022</td>
</tr>
<tr>
<td>Offer submission</td>
<td>Supplier</td>
<td>29/08/2022 – 08/09/2022</td>
</tr>
<tr>
<td>Evaluation and notification of award</td>
<td>EIT Manufacturing</td>
<td>08/09/2022 – 18/09/2022</td>
</tr>
<tr>
<td>Contract signature</td>
<td>EIT Manufacturing &amp; selected supplier</td>
<td>26/09/2022</td>
</tr>
<tr>
<td>Project start (Kick off meeting)</td>
<td>EIT Manufacturing &amp; selected supplier</td>
<td>26/09/2022</td>
</tr>
</tbody>
</table>

5. Evaluation Criteria and Award Notification

Timely received proposals submitted by the tenderers will be examined, evaluated, and compared in accordance with the following criteria and the contract shall be awarded to the highest ranked tenderer. The decision will be made according to the “Best Value for Money” principle.

The selection of the successful proposal will be based on the criteria below. Each criterion will be given a score from 1-5 by each member of the evaluation panel. The successful proposal will be the one with the highest final score:

- Functionality (including analytics) (20%)
- Ease of use (20%)
- Flexibility (10%)
- Price (30%)
- Course catalogue and certifications (20%)

An Evaluation Committee of 3 people will be established. Each bid will be evaluated and ranked according to the criteria above.

The compliance with the principles of transparency, non-discrimination, equal treatment, and absence of conflict of interest will be ensured.
The successful and unsuccessful tenderers will be informed in writing (via email) about the result of the award procedure. In case the winning tenderer is unable to enter the contract, EIT Manufacturing may decide to contract the supplier receiving the second highest ranking.

Proposals must be submitted by e-mail within 10 days of the date of publication of the request for proposal. All proposals received after the deadline will be rejected.

In duly justified cases, however, no later than 2 calendar days before the original deadline, the submission deadline can be extended.

Upon request from the tenderer concerned, EIT Manufacturing will as quickly as possible, and in any event within 15 calendar days from receipt of a written request, inform:

- any unsuccessful candidate of the reasons for the rejection of its request to participate,
- any unsuccessful tenderer of the reasons for the rejection of its tender, including, if this is the case, its decision that the works, supplies or services do not meet the performance or functional requirements,
- any tenderer that has made an admissible tender of the characteristics and relative advantages of the tender selected as well as the name of the successful tenderer or the parties to the awarded contract,
- any tenderer that has made an admissible tender of the conduct and progress of negotiations and dialogue with tenderers.

Information referred to above may be withheld where the release of such information would be contrary to the public interest, would prejudice the legitimate commercial interests of an economic operator, or might prejudice fair competition between economic operators.

Should there be a suspicion that the provider will not be able to perform according to the price offered, EIT Manufacturing has the right to ask for explanations and may reject the tender where the evidence supplied does not satisfactorily account for the low level of price or cost proposed.

5. Complaint procedure

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint. Appeals shall be addressed to EIT Manufacturing only via the following email address anders.larsen@eitmanufacturing.eu. The tenderers have 5 days to file their complaints from the date of receipt of notification of the results.

In your application to EIT Manufacturing the complainant shall explain what procedural aspects they consider having been violated along with any recommendations or remarks. Such charges need to be supported with data and facts and, if possible, – documentation. An appeal whose sole purpose is to obtain a second evaluation for no reason other than that the complainant disagrees with the final award decision is to be rejected.
6. Submission of proposals and further information

Proposals should be submitted by email to HR@eitmanufacturing.eu with the subject line “RfP Training Platform - <company name>”.

7. Negotiations & Clarifications

Negotiations can be held in the following cases:

- if it is identified that the scope of services issued by EIT Manufacturing is not detailed enough, incomplete or some areas are lacking crucial information to complete the procedure for direct awards;
- if EIT Manufacturing has the intention to reduce the offered prices to find the best value for money;
- if all submitted prices are above the planned budget and it is everyone’s interest to finish the procedure with success – in that case, price negotiation can take place. During a price negotiation, all tenderers are called to lower their prices by the same deadline in a written form;

EIT Manufacturing can organize as many rounds of negotiation as it is needed during the procedure in order to reach the highest quality of proposals and the best price.

Whenever possible, the negotiations should be carried out in writing, however, in special cases, video conference or even live negotiation can be organized. EIT Manufacturing also reserves the right to invite the tenderers to an individual meeting before the final award of contract in order to clarify details and ambiguities.

In case of obvious or perceived errors or omissions in the RfP, Tenderers can request additional information or clarifications by the deadline provided in the above timeframe through email at HR@eitmanufacturing.eu with the subject line “RfP Training Platform - <company name>”.

Upon receipt of the bids, they will be reviewed, and additional details will be requested from the tenderers as needed. The requests as well as the answers are to be submitted written by e-mail. Where information or documentation to be submitted by tenderers is incomplete or erroneous or where specific documents are missing, EIT Manufacturing staff may request the party concerned to submit, supplement, clarify or complete the relevant information or documentation within 5 days.

Bid preparation costs are not reimbursable and must be borne by the tenderers.

EIT Manufacturing owns all bids received in this RFP. Proprietary information of vendors in the bids will be kept strictly confidential. The offers as well as the contract may be submitted for audits.
8. **Contract**

The final award does not yet constitute the Contract. The Contract will be concluded at the time of signature by the Supplier and EIT Manufacturing. The winning supplier will be sent the contract to be signed (indicating the deadline by which the signed contract should be returned to EIT Manufacturing).

The invoicing will be based on a mutually agreed schedule; it will be detailed in the contract. The contract that will be awarded will have a maximum duration of 3 years. The tenderer agrees that the total value of the contract to be signed with EIT Manufacturing for 3 years will in no way exceed the bid (the amount contained in the offer) of the tenderer.

The awarded supplier will be requested to sign Standard Contractual Clauses (SCC) if no other GDPR compliant safeguards exist, and the supplier is located in a country for which the EU commission has not issued an adequacy decision.

9. **Cancellation of the proposal procedure**

In the event of cancellation of the proposal procedure, EIT Manufacturing will notify tenderers of the cancellation. In no event shall EIT Manufacturing be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a proposal procedure, even if EIT Manufacturing has been advised of the possibility of damages.

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

The supplier cannot be a EIT Manufacturing Partner or Activity Partner. Any bid from such an economic operator will be rejected.

Tenderers will be excluded if:

a) they are being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations; they have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata;

b) they have been guilty of grave professional misconduct proven by any means which the EIT Manufacturing can justify;

c) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or any other country of the EU;
d) they have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the EU’s financial interests;

e) following a procurement procedure or grant award procedure financed by the EU budget, they have been declared in serious breach of contract for failure to comply with their contractual obligations.

The tenderers must not be in a situation of a conflict of interest, and they have sufficient economic and financial capacity, technical and professional capacity and legal and regulatory capacity to perform the requested services. A declaration on honour (template provided) shall accompany the bid. Additional evidence or declarations might be requested by EIT Manufacturing.

EIT Manufacturing reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to substantial errors, irregularities, conflict of interest or fraud. If substantial errors, irregularities, conflict of interest or fraud are discovered after the award of the Contract, EIT Manufacturing may refrain from concluding the Contract.