

# Request for Proposal

## Representation of EIT Manufacturing Central gGmbH in Ukraine February 2023, Darmstadt

### 1. Context

EIT Manufacturing (KIC) is focused on promoting entrepreneurship, innovation, and education in the domain of Manufacturing. EIT Manufacturing brings together leading organisations along the entire value chain from smaller companies to larger industry, excellent academic and research institutions, as well as public sector organisations, to promote the transformation of manufacturing towards the digital economy, towards the circular economy and the decarbonization of industry, by removing barriers to innovation, promoting talent and education, leveraging enabling technologies and exploiting big data.

EIT Manufacturing Central gGmbH is a non-profit limited liability company under German law (Register No HRB 99846, Amtsgericht Darmstadt) created in 2019 responsible for EIT Manufacturing activities in Germany, Poland, Belgium, Netherlands, Luxembourg, Ireland and Ukraine.

EIT Manufacturing Central gGmbH is looking for a commercial agent in Ukraine to represent our organisation there and carry out activities as defined in section 3. The commercial agent is responsible for the KPIs agreed upon.

### 2. Description

This RFP aims to collect offers for the commercial agent of EIT Manufacturing Central gGmbH in Ukraine for the year 2023. Annual renewal of the contract is possible if targets are met. The maximum budget that can be allocated to this RfP for 2023 is **18,000.00 EUR net of VAT (2,000.00 EUR per month)**. Travel expenses outside Ukraine will be reimbursed additionally according to expenditure and prior approval. EIT Manufacturing Central gGmbH does not have an obligation to allocate the maximum amount.

The commercial agent will act under the title “Manager Ukraine” and will report directly to the Managing Director of EIT Manufacturing Central gGmbH.

EIT Manufacturing Central gGmbH will provide the technical equipment for the commercial agent to fulfil his tasks. This includes a laptop with EIT Manufacturing email address, a mobile phone and any other equipment as required.

EIT Manufacturing Central gGmbH provides the entire required documentation, such as promotional materials, corresponding branded materials, logos, printings and give-aways, business cards, etc. available

free of charge. The materials will be provided by EIT Manufacturing Central gGmbH in English. If needed, the translation in the local language will be provided by the commercial agent.

### 3. Deliverables

In the performance of his activities, the commercial agent ensures that all legal requirements for his professional activities will be met. The commercial agent

- shall be committed to attend to interests of EIT Manufacturing Central gGmbH with an engagement of minimum 20h (twenty hours) per week. In this sense, time recordings will be submitted to EIT Manufacturing Central gGmbH.
- needs to have a local presence in Ukraine. The Commercial Agent shall provide access to desks/workspace for any visiting EIT Manufacturing official.
- will take on the fulfilment of the following Key Performance Indicators (KPI) for the year 2023:
  - o 1 Ukrainian Industry Member to join EIT Manufacturing association
  - o 1 Ukrainian University or RTO Member to join EIT Manufacturing association
  - o 1 National Program signed and in implementation with National Government
  - o 1 Innovation Event, 1 Education Event, 1 Business Creation Event – can also be combined
  - o 1 CLC specific program executed, e.g. BoostUp or others as agreed upon
  - o 4 Industry organisations, University or RTO to participate in call application (Innovation or Education) in 2023
  - o 1 programme with a suitable Ukrainian industry-related organisation developed (implementation from Q1/2024 at the latest)

The fulfilment of 5 of the above 7 KPIs above is considered to be a reached KPI target for the year 2023.

### 4. Timeline

Activity	Responsibility	Date
RFP Opening	EIT Manufacturing	27 February 2023
Submission of Proposals	Supplier	6 March 2023
Evaluation and notification of award	EIT Manufacturing	13 March 2023
End of standstill period	EIT Manufacturing/Supplier	16 March 2023
Contract Signature	EIT Manufacturing/Supplier	22 March 2023
Project Start	EIT Manufacturing/Supplier	1 April 2023

## 5. Proposal submission procedure

Please send your proposal to [central@eitmanufacturing.eu](mailto:central@eitmanufacturing.eu) by 6 March 2023.

## 6. Evaluation Criteria

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.

**a. Quality of the proposal regarding implementation (40% of decision weight)**

**b. References and existing network (40% of decision weight)**

**c. Price (20% of decision weight)**

An Evaluation Committee will be established. Each bid will be evaluated and ranked according to the criteria above. 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 email within opening period of the request for proposal. All proposals received after the deadline will be rejected. In duly justified cases, however, no later than 1 calendar day 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.

The 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.

## 7. 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 [central@eitmanufacturing.eu](mailto:central@eitmanufacturing.eu). The tenderers have 3 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 claims need to be supported with data and facts and relevant 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.

## 8. 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 in everyone's interest to finish the procedure with success – in that case, price negotiation can take place. During price negotiation, all tenderers are called to lower their prices by the same deadline in written form

EIT Manufacturing can organize as many rounds of negotiation as needed during the procedure 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 conferences or even live can be organized. EIT Manufacturing also reserves the right to invite 5 of the tenderers to an individual meeting before the final award of the contract 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 an email to [central@eitmanufacturing.eu](mailto:central@eitmanufacturing.eu).

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 2 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.

## 9. Contract

The final award does not yet constitute the contract, nor this tender constitutes a promise to contract. The Contract will be concluded at the time of signature by the Supplier(s) 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 reimbursement will be based on a mutually agreed schedule; it will be detailed in the contract. The contract will be awarded until 31 December 2023. Annual renewal of the contract is possible if targets are met. The tenderer agrees that the total value of the contract to be signed with EIT Manufacturing will in no way exceed the bid (the amount contained in the offer) of the tenderer. An exception is made for travel expenses outside of Ukraine, which are additionally reimbursed depending on the expense and prior approval.

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.

## 10. 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 may not be an EIT Manufacturing Core or Associate Partner. Any bid from such an economic operator may be rejected. EIT Manufacturing Network Partner are eligible to bid.

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 by 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. Additional evidence or declarations might be requested by the contracting authority.

**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.**