

# Request for Proposal

Data sharing Agreement Legal Services

March 2023, France

## 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.

Among Europe it exists 9 other KICs with the one we can participate to lead the action and create services across Europe and improve the competitiveness of European companies.

EIT Manufacturing is an association under the law 1901 created in 2019, looking for the service of a supplier regarding drafting of a human resource data sharing agreement between its headquarter and subsidiaries.

EIT Manufacturing has six Co-Location Centres (CLC) namely: CLC Central (Germany), CLC East (Vienna), CLC North 5Sweden), CLC South (Italy), CLC South-East (Greece), CLC West (Spain) and Manufacturing SASU (France)(herein after **EITM Group**) which all are subsidiaries of the EIT Manufacturing.

## 2. Description

EITM Group needs to be able to share certain human resources data among the group's entities in order to organize all internal issues regarding the human resources and comply with its obligations of reporting to the European Institute of Innovation & Technology (EIT), a European Agency; the EITM Group is willing to conclude an agreement among all entities of the Group through which the entities can share certain human resources data among the Group. Therefore, to respond to this issue, EIT Manufacturing needs legal service of a law firm to draft a comprehensive Data Sharing Agreement.

## 3. Deliverables

The selected supplier shall deliver the following services:

- To draft a comprehensive Data Sharing Agreement for the EITM Group;

- To participate in internal meetings of EITM in order to collect the necessary input and draft the Data Sharing Agreement according to the needs of the Group.

For this tender the maximum value of contract that will be awarded cannot exceed 20000 euros. The bids should be presented with a maximum amount for these services. The EITM does not have obligation to purchase for the maximum amount.

## 4. Timeline

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

Activity	Responsible	Date
RFP opening	EIT Manufacturing	20/03/2023
Offer submission	Supplier	10/04/2023
Evaluation and notification of award	EIT Manufacturing	14/04/2023
Contract signature	EIT Manufacturing & selected supplier	24/04/2023
Project start (Kick off meeting)	EIT Manufacturing & selected supplier	24/04/2023

## 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.

- a. Ability of the law firm to cover with its expertise geographically most, if not all, of the areas where CLCs are located 25%
- b. Proposed methodology and approach 25%
- c. The profile of the Senior lawyer who will be identified as lead in providing the services (CV to be provided in the bid) 25%
- d. The fixed price proposed for the services as well as the hourly rate proposed (the latter optional). 25%

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 21 days of the date of notification 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.

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 [legal@eitmanufacturing.eu](mailto:legal@eitmanufacturing.eu). The tenderers have 7 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.

## 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 [legal@eitmanufacturing.eu](mailto:legal@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.

## 8. Contract

The final award does not yet constitute the Contract, nor a promise to purchase. For the avoidance of any doubt, unless a contract is signed, the tenderers agree that EIT Manufacturing shall not be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure. 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 months. The tenderer agrees that the total value of the contract to be signed with EIT Manufacturing for 3 months 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

EIT Manufacturing reserves the right to declare the tender procedure unsuccessful at any time. In the event of cancellation of the tender 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' 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 of honour regarding the above shall be signed by the tenderer. 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.