

# Request for Proposal (RfP)

Legal Advisory Services

February 27<sup>th</sup>, 2024

## 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 8 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. In order provide high quality support for all its divisions, EIT Manufacturing is currently seeking expert legal services for day-to-day KIC activities.

**EIT Manufacturing is seeking proposals from reputable law firms to provide legal advice and support for internal matters and daily activities of its legal department. The increasing workload necessitates additional support to ensure efficient operation and compliance with legal requirements. The selected law firm will work closely with our legal team to address various legal issues and provide timely guidance.**

## 2. Description

The legal department of EIT Manufacturing face a diverse range of legal challenges in its daily operations. It requires expert assistance to manage internal matters effectively and ensure compliance with applicable laws and regulations.

## 3. Scope of Services

The selected law firm will be responsible for providing legal advice and support on a wide range of internal matters and daily activities, including but not limited to:

- Contract review and drafting.
- Employment law issues.
- Corporate law and governance.
- Other legal advisory tasks requested by the department.

## 4. Service Requirements

The Supplier must have extensive experience and expertise in the relevant areas of law.

The firm must be able to provide services for a maximum of 8 to 10 hours per week.

The firm should have flexibility in scheduling the hours to accommodate our needs.

The assigned attorneys must be available for consultations and meetings during regular business hours.

## 5. Budget

The maximum budget for the requested services is **EUR 18,000 (eighteen thousand euros)** for **9 (nine) months of contract with the possibility of renewal**.

Proposals should provide a breakdown of fees and expenses, including any applicable taxes.

Service fees should not include value-added tax (VAT), and whether VAT is included or not will be determined by the legislation in the Supplier's country. Particularly in instances of cross-border invoicing, Suppliers are required to furnish documentation demonstrating VAT deductibility or service type exemption according to local authority regulations to EIT Manufacturing's Finance Department.

## 6. Timeline

The deadline to submit the offer is **February 27<sup>th</sup>, 2024**. The indicative timeline for the call for proposals is as follows:

Activity	Responsible	Date
RFP opening	EIT Manufacturing	27/02/2024
Offer submission	Supplier	05/03/2024
Evaluation and notification of award	EIT Manufacturing	06/03/2024
Contract signature	EIT Manufacturing & selected supplier	11/03/2024

All offers shall be submitted within the above-mentioned deadline to the following link: <https://eit-manufacturing.prioritize.linksquares.com/new-task?token=eqfghK7TdyC03ZdVaPfvqgS5gx2LiEf2ImaueYxnGfUzCJhpKHMNjUwW1oN-KF7i>

To start your application, please click on the link above and then click on "General request- Make a request to the legal team for work".

Then, please, fill in the fields with the description/data of the RfP you are applying for. Note that the Requester's name and email should be your name and email.

After completing the information, upload your proposal in the "attachments" option at the bottom of the screen, and click "Submit Task" to finalize your application.

#### Proposal Requirements:

#### Proposals should include the following:

- a) Firm profile, including relevant experience and qualifications.
- b) Description of the proposed approach to providing the requested services.
- c) Proposed fee structure and budget breakdown.
- d) References from past clients, particularly those in similar industries.

## 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 profile of the senior lawyer, especially masters and diplomas in EU law or previous experience with funding schemes (35%)**
- **The rate proposed on the offer (35%)**
- **Experience in having worked with funding schemes or providing legal support to international or public entities (30%)**

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.

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.

#### Complementary Note on the Evaluation Process:

After the initial evaluation of submitted proposals, it is possible that the potential top-ranked suppliers may be shortlisted for participation in a Pitch Session. It is important to emphasize that the evaluation will be conducted in strict accordance with the criteria outlined in the published Request for Proposal (RfP).

The primary objective of the Pitch Session is to facilitate a deeper understanding of the received proposals, provide an opportunity to elaborate on specific details, and allow the EIT Manufacturing to get to know the team of professionals better. During this session, the shortlisted suppliers will have the chance to present their proposals, clarify any questions, and discuss how your firm can best meet the legal consulting needs of EIT Manufacturing.

Further details regarding the Pitch Session, including dates and logistics, will be communicated to the shortlisted suppliers following the initial evaluation of proposals.

#### Disclaimer of Liability for Technical Failures:

EIT Manufacturing shall not be held liable for any technical failures, interruptions, or glitches occurring in its digital tool designated for receiving proposals in the Request for Proposals (RfP) as mentioned in the link above, irrespective of the underlying reasons. EIT Manufacturing assumes no responsibility for any loss or damage resulting from such technical issues.

#### Verification of Proposal Receipt:

In case of any doubt or uncertainty regarding the submission status, the supplier is obligated to take appropriate measures to confirm the receipt of their proposal, utilizing the communication channels and tools made available by EIT Manufacturing for such verification. It is the sole responsibility of the supplier to verify the successful submission and receipt of their proposal through the available means provided by EIT Manufacturing.

By participating in the proposal submission process, the supplier acknowledges and accepts that EIT Manufacturing disclaims any liability related to technical failures affecting the digital tool and that the supplier is accountable for ensuring the successful transmission and receipt of their proposal.

## 6. 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 **5 (five)** 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.

## 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 [procurement@eitmanufacturing.eu](mailto:procurement@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, not an obligation to 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 specific contract, when signed. The contract that will be awarded will have a duration of **9 (nine) months with possibility of renewal**. The tenderer agrees that the total value of the contract to be signed with EIT Manufacturing will in no way exceed maximum amount reserved under this RfP for the duration of 9 (nine) months.

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. Confidentiality Obligation

All information, whether written or oral, exchanged between the parties involved in this Request for Proposals (RfP) process, hereinafter referred to as the "Parties," shall be considered confidential and proprietary.

The Parties agree not to disclose, provide access to, or otherwise make available any confidential information to any third parties, including but not limited to individuals, companies, or organizations, who are not directly involved in the RfP process, without the express written consent of the disclosing Party.

"Confidential Information" shall encompass, without limitation, all data, documents, proposals, discussions, designs, specifications, financial information, technical data, trade secrets, and any other information disclosed by one Party to the other during the course of the RfP process.

The obligations of confidentiality shall not apply to information that is:

- a) Publicly available at the time of disclosure or subsequently becomes publicly available through no fault of the receiving Party.
- b) Already in the possession of the receiving Party prior to disclosure and not subject to an existing confidentiality obligation.
- c) Disclosed to the receiving Party by a third party with the legal right to do so without breaching any confidentiality obligations.
- d) Required to be disclosed by law, court order, or governmental regulation, provided that the disclosing Party is promptly notified and given the opportunity to seek a protective order.

Any Party found in breach of this confidentiality clause shall be subject to legal measures, including but not limited to litigation, injunctive relief, and monetary damages, as deemed appropriate by the disclosing Party.

The obligations of confidentiality as set forth in this clause shall survive the termination or completion of the RfP process and shall remain in effect for a period of 5 (five) years, unless both Parties mutually agree in writing to terminate this confidentiality agreement.

This confidentiality clause shall be governed by and construed in accordance with the laws of France. Any legal action arising out of or in connection with this clause shall be subject to the exclusive jurisdiction of the courts of Paris, France.

## 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 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. 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 tender, EIT Manufacturing may refrain from concluding the Contract.

This RfP confers no entitlement or expectation for tenderers to enter into a contract with EIT Manufacturing. Consequently, EIT Manufacturing is not obliged to sign a contract with the chosen supplier, whether at present or in the future.

