**Request for proposals**

**Legal Services for Start-Ups and Scale-Ups, including Business Creation Department**

**InnoEnergy**

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# Overview of InnoEnergy

*Structure, background and offices*

KIC InnoEnergy SE (“**InnoEnergy**”) was set up in 2010 as a European company (a Societas Europaea).

InnoEnergy was formed by a world-class alliance of top European players with a proven track record in the energy field. The consortium currently consists of 24 formal partners (each a shareholder in KIC InnoEnergy SE) and additional 365+ partners - companies, research institutes, universities and business schools covering the whole energy mix.

InnoEnergy is a Knowledge and Innovation Community (a “**KIC**”) under Regulation (EC) No 294/2008 of the European Parliament and of the Council of 11 March 2008, establishing the European Institute of Innovation and Technology. On 16 December 2009 InnoEnergy was designated as one of the first three KICs by the European Institute of Innovation and Technology (“**EIT**”)’s Governing Board. InnoEnergy addresses sustainable energy as its priority area. InnoEnergy gets a major funding via EIT from the European Union. This leads to certain obligations, as follows from the above mentioned Regulation and mentioned in this document and its annexes. InnoEnergy as well as the tenderers have to consider these obligations.

InnoEnergy is seated and headquartered in Eindhoven, the Netherlands. InnoEnergy has six geographical “co-locations”, some of which are construed as a branch and some of which have their own legal identity:

* KIC InnoEnergy Benelux (currently a branch, possibly a separate legal entity in the nearby future) with offices in Eindhoven (joint premises with KIC InnoEnergy SE’s offices), Amsterdam, Brussels and Genk;
* KIC InnoEnergy Germany GmbH with offices in Karlsruhe, Berlin and Stuttgart;
* InnoEnergy Central Europe Sp. z o.o. with offices in Krakow;
* KIC InnoEnergy Iberia S.L, with offices in Lisbon and Barcelona;
* KIC InnoEnergy France (currently a branch) with offices in Grenoble; and
* KIC InnoEnergy Sweden AB with offices in Stockholm and Uppsala.

Furthermore for certain activities of InnoEnergy Dutch foundations (stichtingen) are used, such as the Institute of Sustainable Energy Stichting and the Stichting Administratiekantoor InnoEnergy. InnoEnergy in total currently has roughly 220 employees, out of which roughly 70 employees are employed by KIC InnoEnergy SE (roughly 45 in the Benelux, roughly 15 in France and roughly 10 elsewhere).

*Mission*

Our vision is to become the leading engine of innovation in the field of sustainable energy. The challenge is big, but our goal is simple: to achieve a sustainable energy future for Europe. Innovation is the solution. New ideas, products and services that make a real difference, new businesses and new people to deliver them to market.

At InnoEnergy we support and invest in innovation at every stage of the journey – from classroom to end-customer. With our network of partners we build connections across Europe, bringing together inventors and industry, graduates and employers, researchers and entrepreneurs, businesses and markets.

*Three different business lines*

We work in three essential areas of the innovation mix:

* **Education** to help create an informed and ambitious workforce that understands the demands of sustainability and the needs of industry. For Education the outputs are: **MSc, PhDs and Post-Doctorate engineers** in the energy field, with strong entrepreneurship and hands on capabilities;
* **Innovation Projects** to bring together ideas, inventors and industry to create commercially attractive technologies that deliver real results to customers. For Innovation Projects, the output is **Innovative technology** for the energy processes, in the form of patents, new products and services; and
* **Business Creation Services** to support entrepreneurs and start-ups who are expanding Europe’s energy ecosystem with their innovative offerings. Here the outputs are **Start Ups/Spin offs or businesses growth** in the energy field, upon the innovations developed internally or identified externally.

Bringing these disciplines together maximises the impact of each, accelerates the development of market-ready solutions, and creates a fertile environment in which we can sell the innovative results of our work.

For more information about our company please visit the following website:

 <http://www.innoenergy.com/about-innoenergy/>

# Scope of work

Within Business Creation Services at InnoEnergy we support entrepreneurial teams on their road to success. We support the in the area of Market, Technology, Team and Finance. These start-ups and scale-ups and the Business Creation Services department have a regular need of legal support.

1. For our start-ups this entails general advice on company law, partnerships, contract law, articles of association, shareholder agreement, licenses, assistance with legal conflicts and procedures.
2. For Business Creation Services this entails assistance with articles of association, shareholder agreements, contracting and negotiation.

*Detailed work scope*

Legal advice for start-ups and scale-ups in the Benelux region for approximately 500 yearly hours. These hours are indicative and the total amount can vary based on the real needs.

General legal support to external start-ups supported by InnoEnergy:

* General advice on company law (articles of association, shareholder agreements, deals with venture capitalists, partnerships);
* Contract law (NDAs, commercial contracts, standard T&Cs, supplier agreements, distribution and agency agreements);
* Compliance;
* Taxes;
* Labour contracts and law;
* Assistance with legal conflicts, negotiations and procedures.

The above support can be requested to the benefit of InnoEnergy in its negotiations with the start-up, in which case the service provider will only represent the interests of InnoEnergy, an another service provider will then be used for the start-up, to avoid conflict of interest.

*Timing and planning*

Start date and period of implementation: the intended start date is February 1st, 2020 and the period of implementation of the contract will be until January 31st, 2024.

# Proposal Process

# *Participation*

1. Participation in this proposal procedure is open to all tenderers.
2. All participants must sign the Tenderers’ declaration form attached and submit it with the proposal. Please note that the tenderer may not modify the text, it has to be submitted signed as provided by InnoEnergy attached to the request for proposal document.

# *Submission of proposal*

|  |  |
| --- | --- |
|  | **DATE (Calendar dates)** |
| **Sending out RFP invitations to the potential suppliers** | **06-12-2019** |
| **Deadline for requesting clarification from InnoEnergy** | **03-01-2019** |
| **Deadline for submitting proposals** | **10-01-2020** |
| **Intended date of notification of award**  | **16-01-2020** |
| **Intended date of contract signature** | **26-01-2020** |

Proposals must be emailed in English to the following address to:

**Contact name**: for the attention of Ms. Yvonne van Erp

**E-mail**: yvonne.van-erp@innoenergy.com

**The proposal shall contain:**

* **the technical response to the service requested.**
* **the financial offer (the price for the services.)** The Financial offer must be presented in EURO***.*** Prices must be indicated as net amount + VAT.
* **an indication of supplier’s insurance coverage.** The proposal must specify whether the supplier has taken out a company liability insurance and/or professional liability insurance including the maximum amount of coverage in EUROper event per insurance.

Responses should be concise and clear. The tenderer’s proposal will be incorporated into any contract that results from this procedure. Tenderers are, therefore, cautioned not to make claims or statements that they are not prepared to commit to contractually. Subsequent modifications and counter-proposals, if applicable, shall also become an integral part of any resulting contract.

The tenderer represents that the individual submitting the natural or legal entity’s proposal is duly authorized to bind its entity to the proposal as submitted. The tenderer also affirms that it has read the instructions to tenderers and has the experience, skills and resources to perform, according to conditions set forth in this proposal and the tenderers’ proposal.

Tenderers are requested to submit with their proposal together with the filled-out Tenderers’ declaration form (see point 4.1).

# *Validity of the proposals*

Tenderers are bound by their proposals for 90 days after the deadline for submitting proposals or until they have been notified of non-award.

The selected winner must maintain its proposal for a further 60 days to close the contract.

**Proposals not following the instructions of this Request for Proposal can be rejected by InnoEnergy.**

# *Requests for additional information or clarification*

The request for proposal should be clear enough to avoid tenderers having to request additional information during the procedure. In case the tenderers are in need of additional information or clarification, please address it to the address below. **All information requested or answered may only be done through written communication – email only. Answers will be provided via the IE call for proposal section on the website. All questions should be sent prior to deadline for requesting clarification as specified in 4.2. In case of complex or high value procurements, InnoEnergy could arrange a clarification session which will be communicated to the tenderers.**

**Contact name**: for the attention of Ms. Yvonne van Erp

**E-mail**: yvonne.van-erp@innoenergy.com

The InnoEnergy has no obligation to provide clarification.

# *Costs for preparing proposals*

No costs incurred by the tenderer in preparing and submitting the proposal are reimbursable. All such costs must be borne by the tenderer.

# *Ownership of the proposals*

InnoEnergy retains ownership of all proposals received under this tendering procedure. Proprietary information identified as such, which is submitted by tenderer in connection with this procurement, will be kept confidential.

The potential or actual supplier should accept that during the implementation of the contract and for four years after the completion of the contract, for the purposes of safeguarding the EU’s financial interests, InnoEnergy may transfer the proposal and the contract of the supplier to internal audit services, to the EIT, to the European Court of Auditors, to the Financial Irregularities Panel or to the European Anti-Fraud Office.

# *Clarification related to the submitted proposals*

After submission of the proposals, they shall be checked if they satisfy all the formal requirements set out in the proposal dossier. Where information or documentation submitted by the tenderers are or appears to be incomplete or erroneous or where specific documents are missing, InnoEnergy may request the tenderer concerned to submit, supplement, clarify or complete the relevant information or documentation within an appropriate time limit. **All information requested or answered may only be done through written communication – email only.**

# *Negotiation about the submitted proposal*

After checking the administrative compliance of the tenderers, InnoEnergy may negotiate the contract terms with the tenderers. In this negotiation InnoEnergy will ask all tenderers to adjust the proposal or specific sections of the proposal within an appropriate time limit. In case of negotiation, InnoEnergy shall provide further information about the proceedings and timing.

# *Evaluation of proposals*

The quality of each proposal will be evaluated in accordance with the below mentioned award criteria. The award criteria will be examined in accordance with the requested service indicated in Section 3 of the document.

*Evaluation criteria*

1. For 50 points : Legal experience and competences of the members of the proposed legal teams (evaluated based on CVs submitted by the firms). The legal experience of the law firm should be expressed in the number of years and fields (for junior, min. 3 years; for senior, min. 5 years; for partner, min 10 years). The following competences should be incorporated in the CVs (pursuant to the tables below):
	1. Experience in company law (articles of association, shareholder agreements, deals with venture capitalists, partnerships),
	2. Experience in contract law (NDAs, commercial contracts, standard T&Cs, suppliers agreements, distribution and agency agreements),
	3. Experience in IP licensing and transfer,
	4. Experience in compliance,
	5. Experience in tax law,
	6. Experience in labour contracts and law,
	7. Experience in legal conflicts, negotiations and procedures.
2. For 15 points: Proposed timing of implementation (execution response time).
3. For 5 points: Liability exposure: tenderer with best insurance coverage and least changes to contract template shall receive the highest score

***Total technical score:*** ***70 points maximum***

1. Price or total cost: lowest offered expert unit price shall receive the highest score, other shall be calculated in relation to that in linear equation (maximum point: 30)

Please note that InnoEnergy requires the below minimum work mix of expert categories during implementation in order to provide the highest quality implementation. Tenderers are required to create their proposal with the strategy including the below organisational concept. Tenderers are welcome to provide a higher share of senior expertise, but please note that you are obliged during implementation to comply with your proposed work mix. Failing to meet with the minimum required work mix during tendering shall lead to technical non-compliance.

Minimum required work mix:

* Supervising, leading partner(s)/manager(s) allocation is minimum: 20% of total hours;
* Senior lawyers should cover minimum of 60% of total hours;
* Junior lawyers should be at 20%.

Tenderers are required to provide a consistent price offer containing all costs related to the implementation of the contract. Below please find the presentation on how to create the price proposal within the RfP:

It is noted that all legal firms have their internal policy for pricing and therefore it is impossible to create a complicated, detailed matrix for all types and levels of prices to match all firms’ policies.

InnoEnergy, in line with international procurement practice introducing a transparent and easy price calculation that has to be followed by all tenderers:

The tenderers should propose one (single) price quoted in EUR for one work hour to be used by all their lawyers (irrespective of the type of lawyer – partner/senior/junior). This pricing should be fixed pricing; no deviation shall be done during the implementation of the contract.

The terms of payment of InnoEnergy are detailed in the attached service agreement template for legal contracts. Payment terms are the following: 30 days. No deviation is allowed.

Based on the above work mix indication for the minimum involvement of lawyer types, the firms can propose one single price.

Example for legal firm pricing:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Lawyer type** | **Minimum involvement** **(see indicative estimated number of hours/year**  | **Unit price of hour/type** | **Admin costs** | **Total** | **Single price****(=all totals are added / 3)** |
| Partner |  |  |  |  |  |
| Senior |  |  |  |  |
| Junior |  |  |  |  |

When calculating the best price offer, the single prices shall be compared and the lowest price receives maximum points.

***Total financial score: 30 points maximum***

**Total maximum score: 100.**

# *Signature of contract(s)*

The successful and unsuccessful tenderers will be informed in writing (via email) about the result of the award procedure.

For the contract the Service Agreement **in Annex 2** shall apply. **Any change desired by the tenderer in the provisions contained in the body of this Service Agreement needs to be communicated to InnoEnergy as part of the proposal of such tenderer.** Background for this is that such desired changes need to be taken into account in the evaluation of the proposal of each tenderer under Liability Exposure above. Significant changes are likely to lengthen the negotiation process, making it less likely that the Service Agreement can be signed in time.

Within 10 days of receipt of the contract from InnoEnergy, the selected tenderer shall sign and date the contract and return it to the InnoEnergy. Upon receipt, InnoEnergy shall also sign and send back to the winner one signed copy. In case the winning tenderer is unable to enter into the contract within the above mentioned time period, InnoEnergy may decide to contract the second best.

# *Cancellation of the proposal procedure*

In the event of cancellation of the proposal procedure, InnoEnergy will notify tenderers of the cancellation. In no event shall InnoEnergy 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 InnoEnergy has been advised of the possibility of damages.

# *Appeals/complaints*

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint. Appeals should be addressed to InnoEnergy. The tenderers have 10 days to file their complaints from the receipt of the letter of notification of award.

# *Ethics clauses / Corruptive practices*

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

The supplier 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’). He should inform the InnoEnergy immediately if there is any change in the above circumstances at any stage during the implementation of the tasks.

# *Annexes*

Annex 1: Tenderers’ Declaration form.

Annex 2: Draft Contract Template.