



InnoEnergy
Knowledge Innovation Community

T. +31 (0) 40 240 60 31
info@innoenergy.com
www.innoenergy.com

KIC InnoEnergy SE
Kennispoort 6th floor
John F. Kennedylaan 2
5612 AB Eindhoven
The Netherlands

Request for proposals

Independent Consultancy Services on Lithium Refining Processes

EIT InnoEnergy

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2. Overview of EIT InnoEnergy

EIT InnoEnergy is a European company fostering the integration of education, technology, business and entrepreneurship and strengthening the culture of innovation. 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 EIT 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.

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.
- Innovation Projects to bring together ideas, inventors and industry to create commercially attractive technologies that deliver real results to customers.
- Business Creation Services to support entrepreneurs and start-ups who are expanding Europe's energy ecosystem with their innovative offerings.

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/>

3. Scope of work

Analysis and Risk Assessment with Mitigating Measures of the Different Lithium Hydroxide Refining Processes to be implemented in the existing cases under the Business Investment Platform within the European Battery Alliance, i.e. Infinity Lithium, Geomet and Vulcan Resources.

The Contractor will have to be independent, meaning having no conflict of interest when assessing the different technologies in the projects. This implies that the Consulting Company needs to have not had any contractual relationship with any battery material extraction project within the EU for the last 6 months, and will not be allowed to engage with any battery material extraction project during the contract duration.

The Contractor must have extensive experience on the design and implementation of lithium refining processes. Experience on other metal's refining processes will be also considered.

Services to be provided:

- The Contractor will elaborate a SWOT analysis of the different refining technologies and processes proposed in the Infinity Lithium, Geomet and Vulcan Resources Projects.
- The contractor will elaborate a final report on each technology proposed.
- The contractor might be requested to conduct additional analysis for EIT InnoEnergy not mentioned above. Agreed at later stage and on mutual agreement between EIT InnoEnergy and the contracted party.

Deliverables:

- SWOT analysis report per Project.

Contract duration

Duration of the contract will be 4 months, with a number of hours estimated of 40 per month. Please note, this is only an estimated number. The actual might be less or more based on mutual agreement between EIT InnoEnergy and the contracted party.

The period of implementation of the contract will be four months. In case the budget coverage for future provides support for the services presently tendered, plus the continuing needs for the services EIT InnoEnergy intends to extend the contract with the winner of the present supplier selection process. This will be done through a direct award procedure. This extension is subject to financial coverage and high quality performance of the contractor as well as continuing need for the services but does not bind EIT InnoEnergy to carry out.

The starting of the services will be as soon as the contract is signed.

4. Proposal Process

4.1. Participation

a) Participation in this proposal procedure is open to all tenderers.

4.2. Submission of proposal

	DATE (Calendar dates)
Publishing RFP date	01/10/2020
Deadline for submitting proposals	08/10/2020
Intended date of notification of award	13/10/2020
Intended date of contract signature	16/10/2020

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

Contact name: Lluís Molina

E-mail: lluis.molina@innoenergy.com

The proposal shall contain:

- **the technical response to the service requested.**
- **the financial offer (the price for the services.)** The Financial offer can be presented in any currency, however, with direct conversion to 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 per 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.

4.3. *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 60 days to close the contract.

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

4.4. *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 EIT InnoEnergy 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 Lluís Molina

E-mail: lluis.molina@innoenergy.com

EIT InnoEnergy has no obligation to provide clarification.

4.5. *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.

4.6. *Ownership of the proposals*

EIT 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, EIT 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.

4.7. *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, EIT 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.**

4.8. *Negotiation about the submitted proposal*

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

4.9. *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

Please note: The companies participating in the tender and submitting a proposal must be independent, which means:

- Not having had any contractual relationship with any battery materials extraction project located within the EU in the last 6 months.
- Not being able to engage on a contractual relationship with any battery materials extraction project located within the EU during the duration of the contract with EIT InnoEnergy.

If these criteria are not met, the contractor will not be eligible to be evaluated according to the following terms:

1. Project experience and competences of the members of the proposed project teams (maximum point: 40)
2. Methodology approach of project (maximum point: 20)
3. Liability exposure: tenderer with best insurance coverage and least changes to contract template shall receive the highest score (maximum point: 10)

Total technical score: 70 points maximum

4. 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)

Total financial score: 30 points maximum

Total maximum score: 100.

4.10. *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 1 shall apply. Any change desired by the tenderer in the provisions contained in the body of this Service Agreement needs to be communicated to EIT 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 5 days of receipt of the contract from EIT InnoEnergy, the selected tenderer shall sign and date the contract and return it to EIT InnoEnergy. Upon receipt, EIT 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, EIT InnoEnergy may decide to contract the second best.

4.11. Cancellation of the proposal procedure

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

4.12. 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 EIT InnoEnergy. The tenderers have 3 days to file their complaints from the receipt of the letter of notification of award.

4.13. Ethics clauses / Corruptive practices

EIT 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, EIT 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 EIT InnoEnergy immediately if there is any change in the above circumstances at any stage during the implementation of the tasks.

4.14. Annexes

Annex 1: Draft Contract Template