



Request for proposals

**Legal & Notary Services for Start-Ups and Scale-Ups,
including Investment & Asset Management**

EIT InnoEnergy

Company KIC InnoEnergy SE, acting through its Benelux co-location

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EIT InnoEnergy is the trading brand of KIC InnoEnergy SE



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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

Within Investment and Asset Management at EIT InnoEnergy we support entrepreneurial teams on their road to success. We support them in areas such as Market, Technology, Team, and Finance. These companies and EIT InnoEnergy have a regular need for legal and notary support.

1. For our start-ups/scale-ups this entails general advice on company law, partnerships, contract law, articles of association, shareholder's agreements, licenses, assistance with legal conflicts and procedures.
2. For Investment and Asset Management at EIT InnoEnergy this entails assistance with articles of association, shareholder's agreements, contracting and negotiation.

Potential suppliers are invited to respond to Lot 1, Lot 2 or both. We also invite you to team-up with partner companies if you do not have both legal and notary services in-house. If you choose to do this, please also mention the advantages of this proposed synergy.

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.

LOT 1

Legal advice for start-ups and scale-ups supported by EIT InnoEnergy, but not limited to:

- General advice on company law (articles of association, shareholder's agreements, deals with venture capitalists, partnerships);



- Contract law (NDA's, 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 EIT InnoEnergy in its negotiations with the start-up, in which case the service provider will only represent the interests of EIT InnoEnergy, another service provider will then be used for the start-up, to avoid a conflict of interest.

LOT 2

Notary work for start-ups and scale-ups supported by EIT InnoEnergy, but not limited to:

- Prepare and review execution of deeds (like issuance of shares, articles of association);
- Registrations trade register;
- Experience with serving start-up/scale-up clients in the environmental, energy, climate tech sector;
- Experience in acting as 'deal notary', i.e. driving parties in the execution of a transaction in a pro-active manner opposed to merely executing a deed.

Timing and planning

Start date and period of implementation: the intended start date is February 1st, 2024 and the period of implementation of the contract will be until January 31st, 2028.

4. Proposal Process

4.1. Participation

- a) Participation in this proposal procedure is open to all tenderers.
- b) 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 EIT InnoEnergy attached to the request for proposal document.

4.2. Submission of proposal

	DATE (Calendar dates)
Publishing RFP on EIT Innoenergy website	20-11-2023
Deadline for requesting clarification from EIT InnoEnergy	13-12-2023
Deadline for submitting proposals	20-12-2023
Intended date of notification of award	11-01-2024
Intended date of contract signature	19-01-2024



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 (point 3).**
- **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 EURO 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.

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

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 a further 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. All questions should be sent prior to deadline for requesting clarification as specified in 4.2. In case of complex or high value procurements, EIT 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

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 LOT 1

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):
 - a. Experience in company law (articles of association, shareholder agreements, deals with venture capitalists, partnerships),
 - b. Experience in contract law (NDAs, commercial contracts, standard T&Cs, suppliers agreements, distribution and agency agreements),
 - c. Experience in IP licensing and transfer,
 - d. Experience in compliance,



- e. Experience in tax law,
 - f. Experience in labour contracts and law,
 - g. Experience in legal conflicts, negotiations and procedures.
 - h. Experience with start-ups and scale-ups within the sustainable energy sector.
2. For 15 points: Proposed timing of implementation (execution response time, these will be in the final agreement).
 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

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)

Please note that EIT 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. EIT 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 EIT 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 should propose one single price.



Example for legal firm pricing:

Lawyer type	Minimum involvement (see minimum required work mix)	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.

Evaluation criteria LOT 2

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):
 - b. Experience in company law (articles of association, shareholder agreements, deals with venture capitalists, partnerships),
 - a. Demonstrated ability to act as ‘deal notary’.
 - b. Experience with start-ups and scale-ups within the sustainable energy sector.
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

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)

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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.



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 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 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 10 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 10 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. Many journeys. One welcome.

Diversity, inclusion, and equality of opportunity are core EIT InnoEnergy values. We are committed to extending the same warm welcome to everyone, whatever their personal journey. We strive to ensure every voice is heard.

We value the contribution that different viewpoints make to our business of innovation. Having a variety of perspectives at all levels also equips us to meet the needs of the diverse communities we serve.

We extend our commitment across the career cycle. We recruit people from diverse backgrounds—for example, as of 2022, we employed 39 nationalities split 50-50 male-female. We then ensure that



every member of our team is involved and valued and receives equal recognition and opportunities for advancement.

In all areas of the employee experience (including recruitment, compensation, and career development), and in all dealings with customers and communities, EIT InnoEnergy staff will value merit regardless of age, social status, race, colour or genetic features, disability, ethnic/social origin or national minority membership, gender, gender reassignment, sexual orientation, language, marital or partnership status, political or any other opinion, economic status, religion or spiritual belief.

Although we do not use this as a vendor selection criterion, we are interested in learning from others, and would be happy to receive anything about your Diversity values or policy that you would care to offer.

4.15. Annexes

Annex 1: Tenderers' Declaration form.

Annex 2: Draft Contract Template.