



# Request for proposals

**General counsel to VolagHy**

**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

EIT InnoEnergy develops and spins out industrial business initiatives. One of them is VolagHy, a company that develops, constructs, finances, operates and replicates chemical plants that produce synthetic fuels for the aviation industry. We expect the company to be spun out at closing of the seed round ultimately end of Q1 2025.

Currently, for the first site of VolagHy, initial contracting is required for critical feedstock materials (such as biogenic CO<sub>2</sub>), the site (land reservation agreements), technology provides (MoU, LOI) and other contracts for additional studies with consultants and utility providers.

To advise and support in those critical contracting activities, which should be firm and simultaneously deal with the uncertainties that apply in the early development phase of projects, VolagHy seeks legal support from a professional legal counsel with relevant experience in the (petro)(chemical) process industry and with relevant experience in large capex projects in the project development phase.

In summary the activities consist of (non-exhaustive list):

- provide legal advice and assistance in connection with the development, construction and operation of VolagHy's production facilities and related services.

- as part of the services, assists in appointing and supervising local and specialist counsel for specific subject matter experts
- draft and assist in negotiating land reservation agreements for 3-4 different sites in Finland and Sweden, draft and assist in negotiating corporation agreements to secure CO2 exclusivity for 3-4 different sites in Finland and Sweden and draft, assist and/or review other contracts drafted by other stakeholders.
- Reporting to VolagHy CEO with on-demand requests depending on project development activities and negotiations.
- The support for VolagHy will be contracted by EIT InnoEnergy until signing and closing of the seed round for VolagHy, which is anticipated to occur ultimately end of Q1/25. After the seed round, the services may be continued directly as a service to VolagHy AB, but are not in scope of this RFP.

#### 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)
Publication of the RFP on the website	15 October 2024
Deadline for requesting clarification from EIT InnoEnergy	21 October 2024
Deadline for submitting proposals	25 October 2024
Intended date of notification of award	26 October 2024
Intended date of contract signature	31 October 2024

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

**Contact name:** for the attention of Mr. Thomas Schröder  
E-mail: Thomas.schroder@volaghy.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 relevant references, team members and resumes of the team members.**
- **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.

##### 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 30 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 Mr/Thomas Schröder

**E-mail:** Thomas.schroder@volaghy.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

1. Project experience and competences of the members of the proposed project teams including strong network among lawyers and energy players in the Nordic region (maximum point: 20)
2. Methodology approach of project and proposed project implementation (maximum point: 20)
3. Deep understanding of project development and project finance within the energy sector. (maximum point: 20)

**Total technical score: 60 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: 40)

**Total financial score: 40 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 3 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 **5** 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.