

# Request for proposals

**Legal service contract Spain (2025-2026) Block 1**

**EIT InnoEnergy**

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EIT InnoEnergy is the trading brand of KIC InnoEnergy Iberia, S.L.

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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

This tender is launched for the provision of legal services to the Iberian subsidiary of KIC InnoEnergy SE, KIC InnoEnergy Iberia S.L., managing Business Creation Services, Innovation and Education in Spain and Portugal, for its activities in Spain, or managed from Spain.

### Definition of the support needed

#### A. Negotiation and adaptation of the Term Sheet

- a. Assist KIC InnoEnergy in the negotiation with the ventures or innovation consortia of the Term Sheet.
- b. Adaptation of the existing Term Sheet template to the final terms agreed between KIC InnoEnergy and the ventures or innovation consortia.

**B. Incorporation of new ventures**

- a. Legal services covering the legal and tax steps for the final incorporation of a venture that is developing a project. These services shall include, but are not limited to, the attendance to the Notary Public for the granting of the relevant public deed of incorporation, preparation of all the required corporate documents, declaration of the foreign investment and coordination with the Notary Public or the external administrative agent for the granting of the Tax Identification Number and Social Security Number of the venture, the filling of all the relevant documents with the Commercial Registry until their final registration and the legal formalities for the procurement of the official corporate books.

**C. Negotiation of Shareholders' Agreement and acquisition of a participation in the share capital of the ventures developing the project**

- a. Negotiation in the best interest of KIC InnoEnergy, of the Shareholders' Agreement and its adaptation to the final terms agreed by the parties.
- b. The services shall cover all the legal and tax steps for the acquisition of the shares of the venture developing the project. These services shall include, but are not limited to, the attendance to the Notary Public for the granting of the relevant public deed, preparation of all the required corporate and foreign investment documents (e.g. amendment of the corporate by-laws, corporate resolutions in order to adapt the managing body, public deed, etc.), and coordination with the Notary Public or the external administrative agent (gestor) for the filing of all the relevant documents with the Commercial Registry until their final registration.

**D. Negotiation of Shareholders' Agreement and share capital increase of the ventures developing the project in subsequent capital increases**

- a. Negotiation, in the best interest of InnoEnergy, of the Shareholders' Agreement, and its adaptation to the final terms agreed by the parties.
- b. The services shall cover all the legal and tax steps for the share capital increase of the company developing the project. These services shall include, but are not limited to, the attendance to the Notary Public for the granting of the relevant public deed, preparation of all the required corporate and foreign investment documents (e.g. amendment of the corporate by-laws, corporate resolutions in order to adapt the managing body, public deed, etc.), and coordination with the Notary Public or the external administrative agent (gestor) for the filing of all the relevant documents with the Commercial Registry until their final registration.

- E. Negotiation and adaptation of the Boostway ROI Agreement, Innovation Project or Professional Learning Fee Agreement**
  - a. Assist KIC InnoEnergy in the negotiation with the ventures of the Boostway ROI Agreement, Innovation Project or Professional Learning Fee Agreement
  - b. Adaptation of the existing ROI/Fee Agreement template to the final terms agreed between KIC InnoEnergy and the ventures.
- F. Collaboration or service agreements**

Negotiation, drafting and review of collaboration or service agreements related to innovation, entrepreneurship or education programs or other types of business activities not included above.
- G. Additional advice to InnoEnergy and/or the investment companies**

Rendering of extraordinary legal advice services of any nature that KIC InnoEnergy Iberia in Spain or the ventures developing the projects may need: commercial law, tax, labour, IP, litigation or administrative.
- H. Secretary of the Board of Directors**

Holding the position of Secretary non-member of the Board of Directors of KIC's participated companies assuming the functions derived of this position. Preparation of the General Meetings and Board of Directors meetings to be held, including the call for the meeting, attendance to the meetings, and drafting of the relevant corporate documents. Keeping of the register book of shareholders and the minutes' book.

### Estimation of working hours

To carry out the work described in points A, B, C, D, E, F and G it is estimated an amount of **500 hours/year**. It is important to note that it is an estimation and the total amount can vary based on the real needs with possibility of allocation of additional hours in case of further need.

To carry out the work described in point H, instead of an hourly invoicing, it will be considered a yearly fee per company and year, considering 4 meetings of the Board of Directors and 1 meeting of the General Shareholders Assembly and considering no journeys outside the Supplier's office will be needed. If more than one journey outside the Supplier's office was needed, the yearly fee should be increased up to a 25% of the quoted amount per company and year and agreed between the Parties. In case the journey exceeds 200km from the Supplier offices, travel expenses shall be reimbursed. Operations different from the ordinary course of the business, such as capital increases or complex by-laws amendments, will require an additional quotation. The estimated number of companies that will receive this service is 3 companies/year. It is important to note that

it is an estimation and the total amount can vary based on the real needs with possibility of allocation of additional companies in case of further need.

If InnoEnergy is satisfied with the winner's performance, a direct award procedure may allow for an extension of the contract by an additional 12 months. This extension is contingent upon the budget's availability, the contractor's high-quality performance, and the ongoing need for the services. However, InnoEnergy is not obligated to follow this special procedure

### **Methodology and organization of work**

The assignation of the work need will be done based on the needs, through e-mail communication.

Project location: work will be carried out at the awarded tenderer offices.

### **Timing and planning**

The work will be carried out from January 1st, 2025, to December 31st, 2026.

If InnoEnergy is satisfied with the winner's performance, a direct award procedure may allow for an extension of the contract by an additional 24 months. This extension is contingent upon the budget's availability, the contractor's high-quality performance, and the ongoing need for the services. However, InnoEnergy is not obligated to follow this special procedure

#### 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)
Publication of the RFP on InnoEnergy's website	7 <sup>th</sup> of November 2024
Deadline for requesting clarification from EIT InnoEnergy	11 <sup>th</sup> of November 2024
Deadline for submitting proposals	20 <sup>th</sup> November 2024
Intended date of notification of award	26 <sup>th</sup> November 2024
Intended date of contract signature	3 <sup>rd</sup> of December 2024

Proposals must be emailed in **English** to the following address until the deadline **20<sup>th</sup> November 2024 23:59h. CET** to:

**Contact name:** for the attention of Mrs. María Sabbagh

**E-mail:** [maria.sabbagh@innoenergy.com](mailto:maria.sabbagh@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.

For the services A, B, C, D, E, F and G of Section 3, **the tenderers should propose one (single) price quoted in Euro 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.** This price should also contain all costs related to project administration, printing and any other costs of operation.

For the services H of Section 3, **the tenderer should propose one (single) price per year quoted in Euro per company that receives the Secretary of the Board of Directors service 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. This price should also contain all costs related to project administration, printing and any other costs of operation.

*Tenderers are requested to submit with 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 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 Mrs. María Sabbagh

**E-mail:** [maria.sabbagh@innoenergy.com](mailto:maria.sabbagh@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

##### Technical

1. Experience (minimum 5 years' experience) with start-ups and early-stage companies (1 to 5 points).
2. Experience (minimum 5 years' experience) in the cleantech industry (1 to 5 points).

**Total technical score: (2 to 10 points) weight 60%**

##### Financial

3. One hour of work cost (lowest offered expert unit price shall receive the highest score, other shall be calculated in relation to that in linear equation) (1 to 7 points).
4. Cost of the Secretary of the Board for one company and for one year (1 to 3 points).

**Total financial score: (2 to 10 points) weight 40%**

**Total maximum score: 10 points.**

#### **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 *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 **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.

#### **4.15. Annexes**

*Annex 1: Tenderers' Declaration form.*

*Annex 2: Draft Contract Template.*