



Request for proposals

**Subcontracting of non-core activities for the execution of
Project CRM Facility (LATAM + Rest of the World)**

EIT InnoEnergy

Company 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 of the CRM Facility

The European Union (EU) is dependent on the imports of critical raw materials (CRMs) from so-called third, i.e. non-Union member, countries. In order to satisfy the need for CRMs, without being dependent on one country or supplier, the EU needs to establish trade routes with third countries.

The CRM Facility has its core objective to start the process towards developing and integrating CRM value chains between selected third countries and European industry, with later exploitation resulting in secured access to CRMs through business cooperations and investment opportunities for EU investors, and at the same time promoting value-added activities in the partner countries.

The geographic scope of the CRM Facility is not only in EU CRM partnership countries, but also where there is considerable geopolitical interest and willingness for mutual cooperation, such as in Ukraine, Central Asia, East/South-East Asia (Philippines, Indonesia), Latin America and the Western Balkans.

The CRM Facility's ambition is to:

- Identify CRM value chain investment opportunities in third countries based on evaluation of specific projects, and
- Actively encourage collaboration between EU and local stakeholder groups along the CRM value chain
- Gather private support for CRM value chain project operationalization by pooling resources, integrating financial and knowledge from both EC-level as well as from its member states,

and comprising European industry, commercial as well as public finance, i.e. in a 'Team Europe' approach

- Leverage public support to accelerate and de-risk business cooperations and private investment in CRM projects in third countries.

The core objectives of the Project can be summarized as follows:

- Setting up local intelligence networks between the Facility and key stakeholders and interest groups to promote intelligence and contact points in countries of origin.
- Drafting of strategic studies in order to address key questions and highlight opportunities and risks.
- Capacity building and trainings. Design of learning modules to cover various CRM-related aspects for the benefit of various stakeholders.
- Organisation and logistical support of EU Business Missions to EU priority countries
- Strengthening business ties between European, local and international companies.
- Promotion of EU participation and visibility in international mining conferences and events
- Identify and advise on a pipeline of potential business investment projects along the CRM value chains that can be jointly developed with the EU private sector in third countries (with a focus but not limited to those countries covered by a strategic partnership with the EU).
- The CRM Facility will scout for projects mainly on the countries where the EU has partnerships, and will find (and report) those of them that make sense from a Business point of view, and also from the angle of integration into European Value Chains. It will make a further deep-dive into these projects (teams, technology, permitting, mineral resource, etc.) in order to find (and report) those that the CRM Facility considers bankable. These projects will be presented to European financing, strategic and off-taking stakeholders in working sessions, and the CRM Facility will take an active role in making these projects engage in investment/financing/commercial relationships with the European stakeholders.

EIT InnoEnergy is a beneficiary of the CRM Facility Project and will cover the role of leading WP3 Capacity Building & Training and WP5 Projects Pipeline Creation and Assessment. EIT InnoEnergy is subcontracting the non-core activity of engaging with country of origin and EU based financial institutions and to act as a financial advisor within the scope of the CRM Facility Project.

The subcontractor shall comply with the following:

- Know the local banks and Financial Institutions at countries of origin, the EU, and rest of the world (and their strategies) that can be part of a financing scheme for a certain CRM project, be it mining/refining/recycling project or its surrounding needed infrastructure. The financing strategy devised by the subcontractor will have to be compatible with an off-take to Europe.

The subcontractor will be in charge of the following tasks:

- will act as a Financial Advisor within the Scope of the CRM Facility. It will mobilize its internal resources, both at country of destination and in its headquarters to analyze and mobilize the resources needed for the tasks they are responsible for within the CRM Facility. These

resources will be mobilized independently of the interest or not of getting involved financially in a project by the subcontractor.

- The subcontractor will use its best knowledge and efforts in order to devise a financial strategy for the projects being analysed by the CRM Facility taking into account its individual characteristics. The final decision on who gets involved in the financing structure will be always piloted by the CRM Project itself, independently from the subcontractor advise.
- Support the organization of matchmaking events, notably in those events where the projects will be presented to stakeholders, with a focus of securing financial actors attendance, with both a quantitative and a qualitative approach.
- As part of the assessment of projects in extraction/refining/recycling (task 5.2) the subcontractor will analyze potential financial strategies for the project to go live and off-take to Europe. These financial strategies will also cover financing prior to Project Finance, both equity, debt, and other products that might be available (guarantees, royalties, streaming, etc.). Part of this analysis will include the conversations needed with the envisaged partners to set up a potential financing structure for the development needs and/or project Finance of the said Project.

The geographical scope of the work is the LATAM region (main focus). However the work might be extended to the other countries of relevance for the project. The identification of these other countries will be carried out along the duration of the service agreement and in alignment with the subcontractor presence in those given countries. Please find below the list of countries of relevance for the project's objectives.



The subcontracting contribution is expected in approximately 5.5 PMs with an average of 1 Full Time Employee (FTE) per month. The contribution is expected to be performed until the month of November 2025. The contribution in PMs and duration of the Service Agreement might be extended if required to complete the tasks described above in case the Project is expanded in scope and/or time, in such case the extension will be subject to the agreement of both parties. Therefore, if 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. The extension should be at the latest till May 2026 and a value less than the value of the initial period till November 2025.

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 InnoEnergy attached to the request for proposal document.

4.2. Submission of proposal

	DATE (Calendar dates)
Sending out RFP invitations to the potential suppliers	08.05.2025
Deadline for requesting clarification from EIT InnoEnergy	14.05.2025
Deadline for submitting proposals	22.05.2025
Intended date of notification of award	24.05.2025
Intended date of contract signature	31.05.2025

Proposals must be emailed in English to the following address:

Contact name: for the attention of Mr. Alessandro Romanello

E-mail: Alessandro.romanello@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 (use the applicable currency of your country)>. 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 (use the applicable currency of your country)> 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 Mr. Alessandro Romanello

E-mail: Alessandro.romanello@innoenergy.com

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*

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.

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, 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, 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.

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. Capillarity and geographical footprint in LATAM Region (maximum point: 20)
 - a. Number of branches, number of countries with presence, people in region
2. Value of assets in LATAM Region (maximum point: 10)
3. Technical capacity (maximum point: 20)
 - a. Experience in M&A – strategic advisory
 - b. Experience in debt advisory
4. Critical Raw Materials Sector Experience in Latam (maximum point: 10)
 - a. Financial Strategies in Critical Raw Materials: non-resource solutions, capital markets, structured trade, multilateral financing, Export Credit Agency Financing, decommissioning bonds
5. Methodology approach of project and proposed project implementation (maximum point: 10)
6. Liability exposure: tenderer with best insurance coverage and least changes to contract template shall receive the highest score (maximum point: 10)

Total technical score: 80 points maximum

7. 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: 20)

Total financial score: 20 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 2 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.