

# Request for Proposal (RfP)

## EIT Manufacturing Impact Report 2024 and Impact Framework September 2024

**The deadline for the applications was extended until 25<sup>th</sup> of September 2024**

### 1. Context

EIT Manufacturing (KIC) is focused on promoting entrepreneurship, innovation, and education in the domain of Manufacturing. EIT Manufacturing brings together leading organizations along the entire value chain from smaller companies to larger industry, excellent academic and research institutions, as well as public sector organizations, to promote the transformation of manufacturing towards the digital economy, towards the circular economy and the decarbonization of industry, by removing barriers to innovation, promoting talent and education, leveraging enabling technologies and exploiting big data.

In EIT Manufacturing we fund and manage a portfolio of innovative projects; we invest in promising startups and we provide comprehensive services to enhance the manufacturing sector. These initiatives are designed to catalyze innovation, drive entrepreneurship, and enhance education in the manufacturing field. Monitoring and showcasing the impact of these initiatives is crucial not only to demonstrate the value and effectiveness of our efforts but also to ensure continuous improvement and alignment with our strategic goals. By systematically tracking and reporting on the impact, we can highlight success stories, identify areas for improvement, and make informed decisions that drive further advancements in manufacturing.

EIT Manufacturing is an association under the law 1901 created in 2019. Along with the EIT Manufacturing there are 8 (eight) other KICs with the aim to lead the action and create services across Europe, improving the competitiveness of European companies.

### 2. Service Description

#### Overview

EIT Manufacturing (EITM) is looking for qualified subcontractors to prepare EIT Manufacturing Impact Report for 2024 and develop the EIT Manufacturing Impact Framework.

This request for proposal is divided into two lots, as follows:

- 1) Lot 1: EIT Manufacturing Impact Report 2024
- 2) Lot 2: EIT Manufacturing Impact Framework

Interested suppliers can apply for one or both aforementioned lots.



The maximum budget for the requested services is **EUR 40.000** for Lot 1 and **EUR 120.000** for lot 2, both lots with no binding obligation to purchase for the maximum amount.

The proposals submitted by potential applicants for this RfP must adhere to the budgetary limits mentioned herein; otherwise, they may be disqualified for non-compliance with the RfP requirements.

Considering that the services encompassed in Lot 1 and Lot 2 of this RfP are intrinsically linked, should EITM select different suppliers for the provision of services under each Lot, the suppliers hereby acknowledge and agree that they shall cooperate to eliminate any discrepancies in the services rendered. EITM shall undertake all necessary measures to convey pertinent information to the suppliers, thereby facilitating their communication and cooperation. Consequently, suppliers submitting bids in response to this RfP acknowledge and accept their obligation to cooperate with other suppliers as required.

## Objectives

### Lot 1 – EIT Manufacturing Impact Report 2024:

The objective of the EIT Manufacturing Impact Report 2024 is to provide a comprehensive and insightful account of EIT Manufacturing's activities, outcomes, and overall impact throughout the year. The report aims to document key achievements, showcase significant projects, partnerships, and initiatives, and clearly communicate the tangible and intangible impacts on the European manufacturing landscape, including economic contributions, technological advancements, societal benefits, and sustainability efforts. It seeks to engage and inform diverse stakeholders, demonstrating the value and benefits generated by EIT Manufacturing's activities through qualitative and quantitative data. Additionally, the report should align with EIT Manufacturing's strategic objectives, promoting transparency and accountability. By achieving these objectives, the Impact Report will serve as a vital communication tool and a strategic document supporting the continuous growth and development of EIT Manufacturing.

### Lot 2 – EIT Manufacturing Impact Framework:

The objective of EIT Manufacturing Impact Framework is to systematically measure, monitor, and showcase the impact of our initiatives. The framework will provide a comprehensive approach to evaluate effectiveness of the projects funded and the services delivered, measure the outcomes of them ensuring alignment with strategic goals, maximizing the value delivered to stakeholders and the impact generated. By establishing clear metrics and methodologies, the framework will facilitate continuous improvement, foster transparency, and enhance the overall competitiveness of European manufacturing.

The EIT Manufacturing Impact Framework will cover two dimensions:

1. **Education & Training:** encompass a wide range of activities including academic programs such master and doctoral schools, summer and winter schools, and targeted upskilling and reskilling programs designed to enhance the capabilities of the manufacturing workforce. Additionally, this framework will assess the impact of funded consortia projects, and specialized training initiatives **spearheaded** by EIT Manufacturing in the field of education. The primary goals related to this dimension are to:
  - a. Assess Learning Outcomes and Skills Acquisition,
  - b. Determine the Effectiveness of Delivery Methods,
  - c. Assess Long-term Impact of our programs on participants career and personal development,
  - d. Evaluate the Impact on Organizational Performance and Industry Standards,
  - e. Provide Data-Driven Insights for Continuous Improvement,
  - f. Ensure Education and Training activities' Alignment with Strategic Goals.

2. **Inno2Market:** includes funded consortia projects fostering the introduction of innovative solutions to the market, programs focusing on scaling up the business of SMEs and startups, initiatives to support the creation of innovative new ventures and services offered by EIT Manufacturing in the field of business growth, open innovation and transformation. The primary goals related to this dimension are to:
- a. Assess market readiness and adoption of innovative solutions,
  - b. Measure the success of EIT Manufacturing initiatives in supporting startups and SMEs in their growth and scaling, including creating new business opportunities,
  - c. Assess improvements in the manufacturing process performance and product quality,
  - d. Evaluate the economic impact generated by the innovations,
  - e. Measure social and environmental impact,
  - f. Provide data-driven insights for strategic decision-making and continuous improvement,
  - g. Ensure alignment with EIT Manufacturing's strategic goals and KPIs.

The successful proposal will demonstrate a thorough understanding of various applicable frameworks and the ability to guide EIT Manufacturing in selecting the most suitable one. The proposal should showcase expertise in designing these frameworks, including methodologies for selecting dimensions and indicators, data collection, analysis, and reporting in the manufacturing sector. Additionally, the framework should be scalable, adaptable to future programs, and capable of providing insights that support evidence-based decision-making and strategic planning.

## Scope of Work

**Lot 1 – EIT Manufacturing Impact Report 2024:** The selected subcontractor will be responsible for the following:

- Collecting and analyzing data related to EIT Manufacturing activities.
- Compiling case studies, success stories, and testimonials.
- Drafting, designing, and finalizing the EIT Manufacturing Impact Report 2024.
- Collaborating with EIT Manufacturing staff and stakeholders to ensure comprehensive and accurate reporting.

**Lot 2 – EIT Manufacturing Impact Framework:**

### 1) Education & Training

The selected subcontractor will be responsible to execute the following activities:

- Coordinate with EIT Manufacturing Education & Training staff to collect and analyze the needs of the education & training department, collect existing best practices.
- Define the methodology of impact framework for both qualitative and quantitative evaluation of the performance of the education & training activities together with the EIT Manufacturing.
- Create a framework to monitor and assess KPIs & Knowledge Triangle Integration (KTIs) into education programs.
- Design a comprehensive portfolio level framework that brings together the critical aspects of EIT Manufacturing's operations. The framework should enable the systematic tracking, evaluation, and enhancement of the organization's overall impact by ensuring cohesive work of all elements.



## 2) Inno2Market

The selected supplier will be responsible to execute the following activities:

- Coordinate with EIT Manufacturing Inno2Market staff to collect and analyze the needs, map the stakeholders and assess existing resources and practices.
- Support EIT Manufacturing to define and integrate within its strategy meaningful objectives (short, medium and long term expected impact) that can be built into the different Inno2Market programs and lead to desired outcomes and impacts.
- Define impact indicators and related collection methodology for both quantitative and qualitative evaluation that can be used by funded consortia, supported customers and EIT Manufacturing Inno2Market staff, both during the execution of activities and the years to follow.
- Develop a robust model at portfolio level linking with a system logic EIT Manufacturing resource, decision making, activity KPIs and long-term strategy into an overarching framework for creating, monitoring and evaluating impact.

## 3. Deliverables

For Lot 1, the selected supplier shall deliver the following deliverables:

1. **Initial Project Plan:** Detailing timelines, methodologies, and key milestones. [by mid-October 2024].
2. **Impact report design proposal:** including visuals and layout [by mid-November 2024].
3. **Draft Report:** A preliminary version of the report for review and feedback. [by mid-December 2024].
4. **Final Report:** A professionally designed and edited report, both in digital and print-ready formats. [end of project – March 2025].
5. **Data Files:** All raw data and research materials used in the report. [end of project – March 2025].
6. **Presentation:** A slide deck summarizing the key findings and insights from the report. [end of project – March 2025].

The report should have a length of maximum 30 pages and include at least:

- Executive Summary and/or foreword.
- Introduction and Background.
- Methodology.
- Key Findings and Insights.
- Case Studies and Testimonials.
- Impact Analysis (qualitative and quantitative).

To be noted that the selected supplier will be required to propose a report structure to enhance readability, attractiveness, and communication.

Additionally, the selected supplier must guarantee the quality and accuracy of the work by:

- Ensuring high standards of accuracy and reliability in data collection and analysis.
- Producing a report that is clear, concise, and engaging.

- Providing a professional and appealing design and layout that aligns with EIT Manufacturing's branding guidelines (see appendix 1).

For Lot 2, the selected supplier shall deliver the following deliverables:

1. **Initial Project Plan:** detailed timelines, methodologies, and key milestones for developing the impact framework.
2. **Initial Assessment Report:** collection of the Education & Training and Inno2Market needs and detailed analysis of the key stakeholders (internal and external) and existing resources and practices (e.g. Strategic Agenda, Monitoring Process, etc..).
3. **Theory of Change (ToC):** clearly articulated Theory of Change that outlines how EIT Manufacturing activities are expected to lead to desired outcomes and impacts.
4. **Impact Measurement Framework:** development of a framework that defines key metrics and indicators for measuring impact and related comprehensive plan for collecting data on the defined metrics, including methods, tools, and timelines (during and post-activity execution).
5. **Customized Tools and Templates:** development of any necessary tools and templates that EIT Manufacturing and funded consortia projects can use for ongoing impact measurement and management (e.g., data collection forms, dashboards).
6. **Data Analysis and Reporting Guidelines:** guidelines for analyzing the collected data to derive meaningful insights, and templates or standards for reporting results and impact findings to various stakeholders.
7. **Implementation Roadmap:** step-by-step plan for implementing the Impact Framework, including key milestones, timelines, responsibilities and including recommendations for building internal capacity to sustain impact measurement.
8. **Piloting Support:** hands-on support during the piloting phase, to assist EIT Manufacturing staff and funded consortia projects ensuring the Impact Framework is effectively integrated into EIT Manufacturing processes. EITM Manufacturing is planning a piloting phase with a minimum duration of six months. The proposal should carefully consider this timeline, including detailed references to how this period will be utilized, the key milestones, and the expected outcomes during the pilot. Please ensure that your proposal aligns with this timeframe and clearly outlines how the six-month duration will contribute to the overall success of the project.
9. **Continuous Improvement Plan:** plan for ongoing monitoring and evaluation to ensure the Impact Framework remains relevant and effective over time, based on feedback, new data, and evolving organizational goals.
10. **Final Report and Presentation:** comprehensive final report summarizing all findings, frameworks, plans, and recommendations.

Due dates will be defined based on the Initial Project Plan. Nevertheless, a first draft of the Impact Measurement Framework is expected to be delivered by the end of 2024 and the pilot implemented in 2025.

## Proposal Requirements:

Interested vendors should include the following information in their proposals:

- **Company Information:** company name, address, and contact information.





- **Brief history and overview of the company:** relevant experience in the field of services for the selected lot(s).
- **Technical Proposal:** detailed methodology, project plan and timeline for the selected lot(s).
- **Cost Proposal:** detailed cost breakdown for the selected lot(s).
- **Risk management strategy:** plan for risk management for the selected lot(s).
- **Team Qualifications:** names and qualifications of key personnel involved in the project for the selected lot(s).
- **Relevant Experience:** Include case studies or examples of similar work for the selected lot(s).
- **Payment terms and conditions for the selected lot(s).**
- **Professional References for the selected lot(s).**

## 4. Timeline

The deadline to submit the offer is **25/09/2024** and the awarded tenderer shall provide the services as described earlier until the expiration date of the contract.

The indicative timeline for the call for proposals is as follows:

Activity	Responsible	Date
RFP opening	EIT Manufacturing	30/08/2024
<del>Offer submission</del>	<del>Supplier</del>	<del>20/09/2024</del>
<b>New extended deadline for Offer submission</b>	<b>Supplier</b>	<b>25/09/2024</b>
Evaluation and notification of award	EIT Manufacturing	27/09/2024
Contract signature	EIT Manufacturing & selected supplier	04/10/2024

All offers shall be submitted within the above-mentioned deadline to the following link: <https://eit-manufacturing.prioritize.linksquares.com/new-task?token=eqfghK7TdycO3ZdVaPfVgS5gx2Lief2ImaueYxnGfUzCJhpKHMNjUwW1oN-KF7i>

To start your application, please follow the outlined "step-by-step":

1. Click on the link above and fill out the Task Name with this description: "RfP - EIT Manufacturing Impact Report 2024 and Impact Framework".
2. Fill out the Requestor Name with your name.
3. Fill out the Requestor E-mail with your e-mail address.
4. Leave the following fields blank since they are not mandatory: Task type, Deadline and Priority.
5. Fill in the field "Describe Task" with the message you wish to convey to our team and/or any details and comments you have regarding your proposal. If you have none, simply write the name of the RfP "EIT Manufacturing Impact Report 2024 and Impact Framework".



6. Click on attachments and upload your Commercial Proposal as an attachment.
7. After completing the above-mentioned information, click on “Submit Task” to finalize your application. Please note that you will not receive any confirmation in your e-mail. However, you should ensure that this message appears to you on the screen after submitting your proposal: “Task created successfully”.

If you have any questions, please contact us at the following email address: [procurement@eitmanufacturing.eu](mailto:procurement@eitmanufacturing.eu)

#### Disclaimer of Liability for Technical Failures:

EIT Manufacturing shall not be held liable for any technical failures, interruptions, or glitches occurring in its digital tool designated for receiving proposals in the Request for Proposals (RfP) as mentioned in the link above, irrespective of the underlying reasons. EIT Manufacturing assumes no responsibility for any loss or damage resulting from such technical issues.

#### Verification of Proposal Receipt:

In case of any doubt or uncertainty regarding the submission status, the supplier is obligated to take appropriate measures to confirm the receipt of their proposal, utilizing the communication channels and tools made available by EIT Manufacturing for such verification. It is the sole responsibility of the supplier to verify the successful submission and receipt of their proposal through the available means provided by EIT Manufacturing. By participating in the proposal submission process, the supplier acknowledges and accepts that EIT Manufacturing disclaims any liability related to technical failures affecting the digital tool and that the supplier is accountable for ensuring the successful transmission and receipt of their proposal.

## 5. Evaluation Criteria and Award Notification

Timely received proposals submitted by the tenderers will be examined, evaluated, and compared in accordance with the following criteria and the contract shall be awarded to the highest ranked tenderer. The decision will be made according to the “Best Value for Money” principle. The award criteria will be the following:

- a) Price (hourly rate and/or overall price) (20%)
- b) Prior experience in similar tasks and team qualifications (25%)
- c) Quality and clarity of the technical proposal (35%)
- d) Good knowledge on the activities of the European Institute of Innovation & Technology (EIT) and of EIT Manufacturing (15%)
- e) Knowledge of Knowledge Innovation Communities (KICs) reporting tools and obligations and KICs project management (5%)

An Evaluation Committee of 3 people will be established. Each bid will be evaluated and ranked according to the criteria above.

The compliance with the principles of transparency, non-discrimination, equal treatment, and absence of conflict of interest will be ensured.

The successful and unsuccessful tenderers will be informed in writing (via email) about the result of the award procedure. In case the winning tenderer is unable to enter the contract, EIT Manufacturing may decide to contract the supplier receiving the second highest ranking.

Upon request from the tenderer concerned, EIT Manufacturing will as quickly as possible, and in any event within 15 calendar days from receipt of a written request, inform:

- any unsuccessful candidate of the reasons for the rejection of its request to participate,
- any unsuccessful tenderer of the reasons for the rejection of its tender, including, if this is the case, its decision that the works, supplies or services do not meet the performance or functional requirements,
- any tenderer that has made an admissible tender of the characteristics and relative advantages of the tender selected as well as the name of the successful tenderer or the parties to the awarded contract,
- any tenderer that has made an admissible tender of the conduct and progress of negotiations and dialogue with tenderers.

Information referred to above may be withheld where the release of such information would be contrary to the public interest, would prejudice the legitimate commercial interests of an economic operator, or might prejudice fair competition between economic operators.

Should there be a suspicion that the provider will not be able to perform according to the price offered, EIT Manufacturing has the right to ask for explanations and may reject the tender where the evidence supplied does not satisfactorily account for the low level of price or cost proposed.

#### Complementary Note on the Evaluation Process:

After the initial evaluation of submitted proposals, it is possible that the potential top-ranked suppliers may be shortlisted for participation in a Pitch Session or in a set of interviews. It is important to emphasize that the evaluation will be conducted in strict accordance with the criteria outlined in the published Request for Proposal (RfP).

The primary objective of the Pitch Session or Interviews is to facilitate a deeper understanding of the received proposals, provide an opportunity to elaborate on specific details, and allow the EIT Manufacturing to get to know the team of professionals better. During this session, the shortlisted suppliers will have the chance to present their proposals, clarify any questions, and discuss how your firm can best meet the legal consulting needs of EIT Manufacturing.

Further details regarding the Pitch Session or Interviews, including dates and logistics, will be communicated to the shortlisted suppliers following the initial evaluation of proposals.

## 6. Complaint procedure

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint. Appeals shall be addressed to EIT Manufacturing **only** via the following email address [procurement@eitmanufacturing.eu](mailto:procurement@eitmanufacturing.eu). The tenderers have **5 (five)** days to file their complaints from the date of receipt of notification of the results.

In your application to EIT Manufacturing the complainant shall explain what procedural aspects they consider having been violated along with any recommendations or remarks. Such charges need to be supported with data and facts and, if possible, – documentation. An appeal whose sole purpose is to obtain a second evaluation for no reason other than that the complainant disagrees with the final award decision is to be rejected.

## 7. Negotiations & Clarifications

Negotiations can be held in the following cases:

- if it is identified that the scope of services issued by EIT Manufacturing is not detailed enough, incomplete or some areas are lacking crucial information to complete the procedure for direct awards;
- if EIT Manufacturing has the intention to reduce the offered prices to find the best value for money;



- if all submitted prices are above the planned budget and it is everyone's interest to finish the procedure with success – in that case, price negotiation can take place. During a price negotiation, all tenderers are called to lower their prices by the same deadline in a written form.

EIT Manufacturing can organize as many rounds of negotiation as it is needed during the procedure in order to reach the highest quality of proposals and the best price.

Whenever possible, the negotiations should be carried out in writing, however, in special cases, video conference or even live negotiation can be organized. EIT Manufacturing also reserves the right to invite the tenderers to an individual meeting before the final award of contract in order to clarify details and ambiguities.

In case of obvious or perceived errors or omissions in the RfP, Tenderers can request additional information or clarifications by the deadline provided in the above timeframe through email at [procurement@eitmanufacturing.eu](mailto:procurement@eitmanufacturing.eu).

Upon receipt of the bids, they will be reviewed, and additional details will be requested from the tenderers as needed. The requests as well as the answers are to be submitted written by e-mail. Where information or documentation to be submitted by tenderers is incomplete or erroneous or where specific documents are missing, EIT Manufacturing staff may request the party concerned to submit, supplement, clarify or complete the relevant information or documentation within 3 day(s).

Bid preparation costs are not reimbursable and must be borne by the tenderers.

EIT Manufacturing owns all bids received in this RFP. Proprietary information of vendors in the bids will be kept strictly confidential. The offers as well as the contract may be submitted for audits.

## 8. Contract

The final award does not yet constitute the Contract. The Contract will be concluded at the time of signature by the Supplier and EIT Manufacturing. The winning supplier will be sent the contract to be signed (indicating the deadline by which the signed contract should be returned to EIT Manufacturing).

The invoicing will be based on a mutually agreed schedule; it will be detailed in the contract signed for each or both lots.

The contract for **Lot 1** is estimated to be signed by the beginning of October 2024 and **will have a maximum duration of 1 (one) year with the possibility of renewal by mutual agreement between the parties.**


The contract for **Lot 2** is estimated to be signed in the beginning of October 2024 and **will have a maximum duration of 1 (one) year with the possibility of renewal by mutual agreement between the parties.**

As outlined in this RfP, EITM has set a total budget of EUR 40,000 for Lot 1 and EUR 120,000 for Lot 2. EITM reserves the right to award contracts of varying amounts based on the proposals received. EITM is not obligated to spend up to the maximum amounts specified in this RfP.

The proposals submitted by potential applicants for this RfP must adhere to the budgetary limits mentioned herein; otherwise, they may be disqualified for non-compliance with the RfP requirements.

The tenderer agrees that the total value of the contract to be signed with EIT Manufacturing for the mentioned period will in no way exceed the bid (the amount contained in the offer) of the tenderer.

The total estimated amount allocated for this RfP, as specified in this document, may be subject to price variations of up to 10% (ten percent), either upward or downward, due to factors such as fluctuations in applicable inflation,



currency conversion rates, tax application or any other economic or legal factors that may influence the final amount. Such variations will be made in accordance with the provisions established in the EIT Manufacturing Procurement Policy and may result in adjustments to the originally anticipated total value. Any resulting changes will be communicated and agreed upon in writing between the contracting parties, always observing the principles of reasonableness and proportionality.

The awarded supplier will be requested to sign Standard Contractual Clauses (SCC) if no other GDPR compliant safeguards exist, and the supplier is located in a country for which the EU commission has not issued an adequacy decision.

EIT Manufacturing is fully compliant with the General Data Protection Regulation (GDPR) throughout this selection procedure. Our Privacy Notice is available on our website for your review (available at <https://www.eitmanufacturing.eu/who-we-are/legal-documents/>).

The selected Service Providers will be required to adhere to standard contractual clauses concerning privacy and data protection, which will be provided in relation to the contract. These clauses are part of our Standard Terms and Conditions, which will be sent and communicated to the Selected Suppliers

## 9. Confidentiality Obligation

All information, whether written or oral, exchanged between the parties involved in this Request for Proposals (RfP) process, hereinafter referred to as the "Parties" shall be considered confidential and proprietary.

The Parties agree not to disclose, provide access to, or otherwise make available any confidential information to any third parties, including but not limited to individuals, companies, or organizations, who are not directly involved in the RfP process, without the express written consent of the disclosing Party.

"Confidential Information" shall encompass, without limitation, all data, documents, proposals, discussions, designs, specifications, financial information, technical data, trade secrets, and any other information disclosed by one Party to the other during the course of the RfP process.

The obligations of confidentiality shall not apply to information that is:

- a) Publicly available at the time of disclosure or subsequently becomes publicly available through no fault of the receiving Party.
- b) Already in the possession of the receiving Party prior to disclosure and not subject to an existing confidentiality obligation.
- c) Disclosed to the receiving Party by a third party with the legal right to do so without breaching any confidentiality obligations.
- d) Required to be disclosed by law, court order, or governmental regulation, provided that the disclosing Party is promptly notified and given the opportunity to seek a protective order.

Any Party found in breach of this confidentiality clause shall be subject to legal measures, including but not limited to litigation, injunctive relief, and monetary damages, as deemed appropriate by the disclosing Party.

The obligations of confidentiality as set forth in this clause shall survive the termination or completion of the RfP process and shall remain in effect for a period of 5 (five) years, unless both Parties mutually agree in writing to terminate this confidentiality agreement.



This confidentiality clause shall be governed by and construed in accordance with the laws of France. Any legal action arising out of or in connection with this clause shall be subject to the exclusive jurisdiction of the courts of Paris, France.

## 10. Cancellation of the proposal procedure

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

The tenderer 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'). The tenderer should inform the EIT Manufacturing team immediately if there is any change in the above circumstances at any stage during the implementation of the tasks.

The supplier cannot be a EIT Manufacturing Partner or Activity Partner. Any bid from such an economic operator will be rejected.

Tenderers will be excluded if:

- a. they are being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations; they have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata.
- b. they have been guilty of grave professional misconduct proven by any means which the EIT Manufacturing can justify.
- c. they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or any other country of the EU.
- d. they have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the EU' financial interests.
- e. following a procurement procedure or grant award procedure financed by the EU budget, they have been declared in serious breach of contract for failure to comply with their contractual obligations.

The tenderers must not be in a situation of a conflict of interest, and they have sufficient economic and financial capacity, technical and professional capacity and legal and regulatory capacity to perform the requested services. Additional evidence or declarations might be requested by the contracting authority.

EIT Manufacturing reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to substantial errors, irregularities, conflict of interest or fraud. If substantial errors, irregularities, conflict of interest or fraud are discovered after the award of the tender, EIT Manufacturing may refrain from concluding the Contract.

This RfP confers no entitlement or expectation for tenderers to enter into a contract with EIT Manufacturing. Consequently, EIT Manufacturing is not obliged to sign a contract with the chosen supplier, whether at present or in the future.



Appendix I - EITM Brandbook