



Tender Document

**Invitation to tender in accordance with
the European open procedure for the
procurement of Support Services for CA
Energy Efficiency Directive 3.**

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Definition of terms

CA EED 3	The third Concerted Action for the Energy Efficiency Directive
CINEA	The European Climate, Infrastructure and Environment Executive Agency
Contracting authority	The State of the Netherlands, represented by the Minister of Economic Affairs and Climate Policy, who concludes the Contract with the Contractor on behalf of the Tendering authority.
Contractor	The party with which the Contracting authority concludes the contract.
Contract	The written agreement between the Contracting authority and the Contractor in which the conditions applicable to the public contracts that will be awarded via this tendering process (Further Agreements) will be recorded within a specific period.
European Single Procurement Document	Statement in which the Tenderer declares their compliance with the requirements specified in the annexes of the Uniform Single Procurement Document by means of filling in and signing this European Single Procurement Document.
Exclusion Criterion	A circumstance applicable to the Tenderer or a person affiliated with the Tenderer that results in exclusion of the Tenderer from participating in the tendering process.
General Government Terms and Conditions	General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI-2018: <i>Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten</i>).
Grant Agreement Part B	Annex 7 to the Grant Agreement (Description of the Action)
Horizon 2020	Horizon 2020 is the financial instrument implementing the Framework Programme for Research and Innovation.
IUC-EZK	The Procurement Office (IUC) of the Ministry of Economic Affairs and Climate Policy (EZK) – part of the Netherlands Enterprise Agency (RVO.nl), which in turn is part of the Ministry of Economic Affairs and Climate Policy – will serve as process manager during this tendering process.
LIFE Programme	The LIFE Programme is the EU's funding instrument for the environment and climate action.

Memorandum of Information	A document containing all questions asked and answers given, in anonymised form and, if applicable, additional information. This includes the questions and answers submitted via TenderNed.
Most Economically Advantageous Tender	The Tender that achieves the highest definitive total score based on the best price-quality ratio.
Public Procurement Act	The Public Procurement Act 2012 (<i>Aanbestedingswet 2012</i>)
Processing Agreement	An agreement signed by the Tendering authority and the Contractor concerning the processing of personal data by the Contractor.
RVO	Netherlands Enterprise Agency (Rijksdienst voor Ondernemend Nederland)
Suitability requirements	The requirements with which Tenderers must comply in order to be eligible to win the tender.
Tenderer	An entrepreneur or entrepreneurs who have submitted a Tender or is/are planning to submit a Tender. In this document, the word 'you' is taken to mean the Tenderer.
Tender	A quotation submitted by the Tenderer in response to this Tendering Document.
Tendering authority	The Netherlands Enterprise Agency (RVO), an agency of the Ministry of Economic Affairs and Climate Policy of the Netherlands.
Tender Document	This document and all of its annexes

Abbreviations

CA EPBD	Concerted Action for the Energy Performance of Buildings Directive
CA RES	Concerted Action on the Renewable Energy Directive
CEFR	Common European Framework of Reference
CA	Concerted Action
CA EED	Concerted Action for the Energy Efficiency Directive
CV	Curriculum Vitae
DG ENER	Directorate-General for Energy
EED	Energy Efficiency Directive
ESD	Energy Service Directive; the predecessor of the EED

EPBD	Energy Performance of Buildings Directive
EU	European Union
IEE	Intelligent Energy Europe
MS	Member States
MT	Management Team
NCP	National Contact Point
RED	Renewable Energy Directive

1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure for the service "Providing support services to the CA EED3"

You are hereby invited to submit a Tender based on this Tender Document.

1.1 Tendering Authority and IUC-EZK

This tendering process is being conducted on the instructions of the Netherlands Enterprise Agency (RVO.nl), which is part of the Ministry of Economic Affairs and Climate Policy. IUC-EZK will act as process manager during this tendering process.

1.2 Reason for this invitation to tender

The EU aims to achieve at least 32.5% energy savings by 2030. In order to support this aim legislation has been put in place. One of the keystone pieces of legislation is the *Energy Efficiency Directive (EED)*¹, which was adopted in 2012 to promote energy efficiency across the EU and to help the EU to reach its energy efficiency targets. In 2018, the EED was amended as part of the 'Clean energy for all Europeans package'.

This tender takes place within the framework of the Concerted Action for the Energy Efficiency Directive (CA EED3), an Action under the Horizon 2020 Programme, coordinated by the Netherlands Enterprise Agency (RVO.nl). See Annex 7 for the description of the Action (Grant Agreement Part B).

CA EED3 fosters exchange of information and experience among Member States and Norway – in the following abbreviated as 'MS' – with a view to facilitating the implementation of the EED, including the implementation of the foreseen recast of this Directive. The Action follows on from the CA ESD², CA EED and CA-EED 2 which has helped MS with the interpretation of the legislation, the implementation options and support via detailed information and access to experts on mature policies and practices.

The specific objectives of the Action are:

- To enhance and structure the sharing of information and experiences from national implementation whilst promoting good practice concepts in activities to improve and strengthen MS implementation of the EED.
- To encourage dialogue between MS on common approaches for the effective implementation of particular parts of the EED and synergies with RED II and EPBD.
- To complement the work of the EED Committee assisting the European Commission.

The expected impact of the Action consists of a more harmonized approach and improved implementation of the EED in MS, as well as the transfer of good practices between countries and cross fertilisation with the Concerted Actions for the EPBD³ and RED II⁴.

The CA EED3 brings together a unique group of experts and policy makers, it is the only informal group with full representation of all Member States and Norway and by its very nature provides MS, DG Energy (DG ENER) and CINEA (*Climate, Infrastructure and Environment Executive Agency*) with a unique opportunity to communicate in an informal way on a technical level with relevant experts. The Concerted Action community has developed during the course of the CA ESD, CA EED and CA-EED 2 making it easy to find entry points in MS where without the Action contacts would be difficult. In turn the road is paved for bilateral cooperation, easy communication, the

¹ Directive 2018/2002 amending Directive 2012/27/EU of the European Parliament and of the Council on energy efficiency (EED)

² ESD: Energy Service Directive; the predecessor of the EED.

³ Reference to Energy Performance of Buildings Directive

⁴ Reference to Renewable Energy Directive

development of Horizon Europe and LIFE+ projects furthering the aims and goals of the Action on more specific areas of EED implementation. Furthermore, the Concerted Action has shown to be a flexible tool, therefore the CA EED3 can adapt to changes in the EED due to the foreseen revision of the Directive. In addition, the CA EED3 also fulfils a role in introducing newcomers to the EED, attending Plenary Meetings is an excellent platform to both learn and join an existing and strong network of experts.

The Coordinator, RVO, bears the overall responsibility for the execution of the Action. In particular, the Coordinator is in charge of:

- Management of the contract and of the overall work, including:
 - Financial management of the project;
 - Coordinating the Management Team;
- The contacts with CINEA, including the submission of all reports and deliverables.
- Reporting to the EED Committee upon invitation of the Commission.
- Contacts with the European Commission (DG ENER).
- Communication and logistics

This tender procedure is started to select a candidate that will support RVO with the activities commonly termed as Communication Activities encompassing *meeting logistics, the maintenance and development of the CA EED3 website and communications activities*.

1.3 Time schedule

The schedule below applies to this tendering process.

January 28, 2022	Issuing of publication, start of tendering period.
February 16, 2022 14:00 CET	Closure of questions: deadline for the Tenderer to submit questions regarding this Tender Document and the Contract (including the general terms and conditions) and/or proposals for textual amendments to the draft Contract (including the general terms and conditions).
February 23, 2022	Issuing Memorandum of Information
March 11, 2022 14:00 CET	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.
Week 10 up to and including week 11	Assessment of Tenders.
March 23, 2022	Announcement of the award of the Contract.
April 7, 2022	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
April 13, 2022	Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract.

If – in the opinion of the Tendering Authority – circumstances provide cause to do so, the Tendering Authority is entitled to amend the specified period(s). In such a case, timely notification of the new period(s) will be provided digitally.

2. Description of assignment

2.1 Description and objective of the assignment

2.1.1 General context and current situation

This is an assignment within the context of the CA EED3 Action.

The specific objectives of the Action are:

- To enhance and structure the sharing of information and experiences from national implementation whilst promoting good practice concepts in activities to improve and strengthen MS implementation of the EED.
- To encourage dialogue between MS on common approaches for the effective implementation of particular parts of the EED and synergies with RED II and EPBD.
- To complement the work of the EED Committee assisting the European Commission.

The objective of the assignment is to provide a professional supporting service to the overall Action objectives and the accompanying deliverables. Communication is a key aspect of the Action and encompasses the meeting logistics, the website and communication activities including network advancement.

The objectives of the CA EED3 will be achieved by organising structured *Plenary Meetings* (initially 7 two-day meetings are envisaged over the 60 months duration of the Grant Agreement) and two Workshops. If necessary, the format will be adjusted to socio-economic requirements, which may include virtual meetings as an alternative to live meetings. Subject to participant demand, evolution of the EED and budget permitting additional meetings may be convened during the CA EED3.

Plenary meetings will be supplemented by *Study Visits* and (in-depth) *Workshops* on expert topics, see the indicative schedule below, and *Expert Group Meetings*.

All live meetings will be subject to COVID rules in place, best efforts will be made to accurately assess feasibility of live meetings however last minute changes may be required.

	Year 1				Year 2				Year 3				Year 4				Year 5			
Quarter	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Plenary Meeting				①	②		③	④		⑤	⑥		⑦	⑧		⑨				
Workshop					①								②							

①, ②③④⑥⑦⑧: live; ⑤⑨: budget permitting; ①, ②: virtual (live budget permitting)

In addition, exchange of information through the CA EED website (www.ca-eed.eu) is a key tool within the CA EED3 which not only presents new content but also acts as a repository from the previous actions (CA ESD, CA EED, CA-EED 2). Information resulting from all Plenary Meetings can be downloaded along with other relevant EED-related documents (Working Group documents, presentations, Good Practice Factsheets, reports from Horizon2020/Europe, LIFE and IEE projects), news, events and general updates. There are both internal and external communication structures which will be updated to make available existing material and to add material from the CA EED3 in a meaningful way. Due to confidentiality, internal material will be stored on the secure area of the website, whereas material that will be made publicly available will be on the public area of the website and will be made available for other information activities supported by the European Union.

The forum on the secure area of the website encourages all participants to engage in discussions between Plenary Meetings, pose questions and share relevant information relating to (and beyond) the Action with one another. The forum is organised and searchable by Domain and EED Article with an extra 'general EED' category.

External dissemination to key stakeholders and any other interested parties will primarily be managed via the public facing area of the CA EED3 website and will be limited to the information agreed by the Management Team to be suitable for public dissemination e.g. presentations given at public events, presentations given within CA EED3 Plenary Meetings (with approval of the presenter), Impact Report and other information agreed by the Management Team to be suitable for public dissemination.

2.1.2 Support activities

This section explains the support activities required. The three main components are described briefly below as well as a more detailed list of activities and deliverables, see appendix 7 for full details.

Component 1: Logistics for (virtual) meetings

The Contractor is charged with organisation of all meetings under the CA EED3 whether they be live or virtual, including contracting the meeting facilities and equipment and dinner arrangements. The Contractor is entrusted with the full organisation and delivery of the meetings including provision of all supporting information, registration, participant support as well as delivery of related site visits and networking aspects.

As indicated, 7 Plenary Meetings, of which one virtual, are envisaged with accompanying meetings of the National Contact Points (NCP meeting) and meetings of the Management Team (MT meetings). However, subject to participant demand, evolution of the EED and budget availability, more Plenary Meetings may be convened. Furthermore, two Workshops are planned, of which one virtual. The table below shows an indication of the number of participants for each meeting.

Meeting	Indicative number of participants
Plenary Meeting	150 (live), 250 (virtual)
NCP meeting	40
MT meeting	10 – 15
Workshop	50

Registration to all meetings will include agreement to the CA EED3 Confidentiality terms.

The Contractor will also support MS with the organisation of Study Visits or Expert Study Groups. However, in this case this does not include contracting meeting facilities and equipment or dinner arrangements.

Deliverables:

- Organisation of 6 two-day live Plenary Meetings with accompanying meetings of the NCPs and the Management Team on the day before the Plenary Meeting, including:
 - Searching, shortlisting and together with RVO selecting the hotels where the meetings will take place and the participants will stay, including:
 - Initial selection criteria shall be based on the principle that the venue can support both providing suitable meeting rooms, can accommodate participants and that it is in a location that is easily accessible for international travellers;
 - appropriate meeting rooms for the Plenary Meeting to seat the number of participants according to the table above; in addition parallel session rooms in line with the number of parallel sessions, typically these rooms will need to cabaret seat up to 40 participants;
 - appropriate meeting rooms for the MT meeting and NCP meeting;
 - appropriate technical support in all meeting rooms dependent on demand: audio (microphones, etc) and video (beamer(s), etc.) equipment, internet (WiFi) and streaming facilities, flip over, whiteboard;
 - lunches and coffee/tea breaks: 2 lunches and 3 coffee/tea breaks for Plenary Meetings, 1 lunch and 1 coffee/tea break for MT meetings and 1 coffee/tea break for NCP meetings.
 - Contracting the hotel for the meeting facilities mentioned in the foregoing point; note that the contract value of the contract includes the costs for the meeting facilities (including lunches and coffee/tea breaks), but not the costs of the hotel rooms (including breakfast) for the participants;

- Negotiating with the selected hotels for a block booking, including room rate, for rooms for participants. In case the hotel cannot accommodate all participants, other neighbouring hotels will be contacted and a block booking made there also;
- Searching, shortlisting and together with RVO selecting an appropriate dinner venue for all Plenary Meeting participants on the evening of the first day of the Plenary Meeting, including:
 - a menu selection, with at least a vegetarian choice, within the budget limits of the Horizon2020 programme,
 - audio (microphones, etc.) facilities
 - transportation of all participants from the hotel to the dinner venue and back;
- Contracting the dinner venue and the transportation; note that the contract value of the contract includes the costs for the dinner venue and transportation;
- Invitation and pre-event communication, event registration management (before and at the meeting) and technical event management during the Plenary Meetings;
- Providing a document with roles and responsibilities regarding the meeting logistics, including roles of parallel session leaders;
- Contacting invited speakers as selected by the Management Team, providing them with relevant information about the event, arranging travel and accommodation if required, and reimbursing eligible costs of invited speakers after the event;
- Support the host country with organisation of a site-visit during the Plenary Meeting, including registration of participants, providing relevant information to participants and arranging and paying for transport if needed;
- Organisation of 1 virtual two-day Plenary Meeting with accompanying virtual meetings of the NCPs and the Management Team on the day before the Plenary Meeting, via Webex, including:
 - Searching, shortlisting and together with RVO selecting technical support for the virtual meeting;
 - Contracting the technical support for the virtual meeting;
 - Invitation and pre-event communication, event registration management (before and at the meeting) and technical event management during the Meetings (together with the technical support);
 - Contacting invited speakers as selected by the Management Team, providing them with relevant information about the event, including technical facilities needed at their side, and supporting them during the event (together with the technical support);
- Organisation of a 2-day live Workshop, including:
 - Searching, shortlisting and together with RVO selecting the hotels where the workshop will take place and the participants will stay, including:
 - Initial selection criteria shall be based on the principle that the venue can support both providing suitable meeting rooms, can accommodate participants and that it is in a location that is easily accessible for international travellers;
 - appropriate meeting room for the Workshop to seat the number of participants according to the table above;
 - appropriate meeting facilities in the meeting room: audio (microphones, etc) and video (beamer(s), etc.) equipment, internet (WiFi) and streaming facilities, flip over, whiteboard;
 - lunches and coffee/tea breaks: 2 lunches and 3 coffee/tea breaks for the Workshop;
 - Contracting the hotel for the meeting facilities mentioned in the foregoing point; note that the contract value of the contract includes the costs for the meeting facilities (including lunches and coffee/tea breaks), but not the costs of the hotel rooms (including breakfast) for the participants;
 - Negotiating with the selected hotels for a block booking, including room rate, for rooms for participants. In case the hotel cannot accommodate all participants, other neighbouring hotels will be contacted and a block booking made there also;
 - Invitation and pre-event communication, event registration management (before and at the meeting) and technical event management during the Plenary Meetings;
 - Providing a document with roles and responsibilities regarding the meeting logistics;
 - Contacting invited speakers as selected by the Management Team, providing them with relevant information about the event, arranging travel and accommodation if required, and reimbursing eligible costs of invited speakers after the event;
- Organisation of a virtual 2-day Workshop, including:

- Searching, shortlisting and together with RVO selecting technical support for the virtual workshop;
 - Initial selection criteria shall be based on the principle that the venue can support both providing suitable meeting rooms, can accommodate participants and that it is in a location that is easily accessible for international travellers;
- Contracting the technical support for the virtual workshop;
- Invitation and pre-event communication, event registration management (before and at the meeting) and technical event management during the Workshop (together with the technical support);
- Contacting invited speakers as selected by the Management Team, providing them with relevant information about the event, including technical facilities needed at their side, and supporting them during the event (together with the technical support);
- Organisation of 10 in between 2-day Management Team Meetings, including:
 - Searching, shortlisting and together with RVO selecting the hotel in which the meeting will take place;
 - Contracting the hotel for the meeting facilities, including lunches and coffee/tea breaks; note that the contract includes the costs for the meeting facilities, but not the costs for the hotel rooms (including breakfast) for the MT members;
 - Negotiating with the selected hotels for a block booking, including room rate, for rooms for MT members.
- Support Member States with the organisation of Study Visits and Expert Study Groups, including:
 - Searching, shortlisting and together with the host country selecting the accommodation, if required. Note that the contracting and payment is done by the organizing country;
 - Negotiating with hotels for a block booking, including room rate, for rooms for participants if required.
 - Invitation and pre-event communication;

Component 2: Website (www.ca-eed.eu)

The Contractor is charged with the maintenance, development, hosting and security of the website and monitoring and reporting on use (see Annex 8). The website must be managed and maintained to ensure the needs of the CA EED3 and its participants are met. Flexibility for the website structure, content and functionality to be further developed if required. Emphasis will be given to ensure a positive user experience when visiting the site i.e. it is quick, efficient and user-friendly. The Contractor will take appropriate measures to ensure regular back-up of the data. The website includes a user directory containing contact details, company, country and information on the expert topic areas of all CA EED3 registered participants. The directory has an advanced user search function enabling participants to search for experts by country and expert topic area and as well as functionality to enable them to compose and send an email to all contacts identified through the search.

Participants will only be provided with a username and password for the private area upon submission of a website registration form which requires them to sign up to a confidentiality agreement as well as indicating their expert topic areas. Users of the website will be reviewed on a regular basis (with NCPs) to ensure they remain the appropriate representatives from the MS to have access to the website. Only the Communicator will have the rights to upload documents, with the exception of the Forum where participants can also upload documents and the Contacts page where NCPs can upload nominated expert CVs.

With a view to strengthening the ties between the three Concerted Actions access to the CA EED3 website will be open to CA EPBD and CA RES Coordinators and Core Theme leaders, thereby facilitating identification of common topics and work in progress. Where joint initiatives are undertaken, task associated access will be provided to CA EPBD and CA RES experts.

Deliverables:

- Maintenance, development, hosting (on a dedicated virtual server) and security of the website www.ca-eed.eu (developed in WordPress 5.6), comprising of a public area and private area (for participants and national experts), including:
 - For the public area:

- A user-friendly interface / entry point enabling external stakeholders to select one of two ways in which to search and view information:
 - An interactive map enabling external stakeholders to view information by country;
 - An alternative view enabling external stakeholders to search and view information by CA EED3 Domain and / or relevant CA EED Article.
 - A “subscribe” feature allowing users to sign up to receive alerts when new documents are added to the public area of the website.
 - For the private area that will act as the hub for internal communications within the Action:
 - Has a login function to restrict access to participants and national experts with a username and a password;
 - Contains a directory of participants, categorised by country and by expert topic areas, with contact details and photo to facilitate and enable contact between participants outside of the Plenary Meetings;
 - Contains key outputs and reports from CA ESD, CA ESD II and all information, presentations and documents from CA EED and CA-EED 2 (complete repository of all CA ESD and EED documents);
 - Contains all new information, documents, presentations and results for and from Plenary Meetings, Workshops, Study Visits, Expert Study Groups, Site-visits, Webinars and other activities during the course of this Action; all new information etc will be tagged; all documents are to be uploaded within two weeks after an event;
 - Has a user-friendly structure with a search functionality supporting easy retrieval of relevant documents, presentations and good practice factsheets;
 - Hosts an online members-only forum where participants can post relevant documents, exchange information and discuss issues in advance and between Plenary Meetings;
 - Provides news, relevant events and general updates.
 - Resource page where useful operational information can be retrieved for the different categories of user: Management Team members; Working Group members; National Contact Points
 - Gallery where photographic and video material is available and functions as graphic reporting of all live and virtual events
- Ensuring that relevant privacy regulations are complied with.
- Monitoring and reporting on use; The number of visits and visitors to the website is to be recorded using Google Analytics or a similar tool. This will allow for regular analysis of website traffic to identify the most popular pages, the number of views per report, and the impact of new developments and areas for improvement.
- Regular back-up of the data (see Annex 8 for Website Information).
- Provision is required for keeping the website accessible up to 31.12.2028.

Component 3: Communication, exploitation and dissemination of results activities

Communication, exploitation and dissemination of results is essential for transparency of the Action and for enabling the sharing of information on implementation, good practices and lessons learned. All communication will be in English.

A wealth of information, practical experiences from MS and good practices have already been produced since the inception of the CA ESD (2008) and will continue to be produced in the course of the CA EED3. A strong knowledge management system has been put in place to enable the CA EED community to easily search and access information and material produced enabling better sharing of experiences and know-how for an efficient implementation of the EED. The CA EED website uses appropriate tools and techniques to allow intuitive access to information. This will be continued and further developed, considering the (changing) needs of the following target groups: the CA EED3 National Contact Points (NCPs), the wider CA EED3 community consisting of NCPs, all nominated participants from participating MS, representatives of CINEA/European Commission and the Coordinator, and external national and international stakeholders and decision makers in the field of energy efficiency. The first two target groups are the most important and effort within the Action is primarily targeted towards ensuring effective internal communication (between participants), whereas the last group only has access to publicly available information.

This component further includes support for Working Group questionnaires, setting up, processing and reporting evaluation questionnaires and other dedicated questionnaires, and reporting. To ensure consistency and continuity in communication activities, the communication strategy developed under CA-EED 2 will be updated and a workplan developed.

Deliverables:

- E-newsletters:
 - Internal: following each of the Plenary Meetings; additional newsletters when appropriate;
 - External: regular during the Action:
- Organisation of webinars on specific, suitable topics, including pre-event communication, registration of participants, technical organisation (Webex) and support of presenters;
- Managing and maintaining an appealing visual identity for the Action including branded templates for presentations and documents, low resolution logos and incorporation of the Horizon2020 branding in line with the brand guidelines;
- Support to Domain Coordinators in the dissemination and monitoring of questionnaires, including:
 - preparing, uploading and disseminating the Working Group questionnaires to participants using online survey software (such as Questback or Survey Monkey, *not* Google forms);
 - checking the questionnaire wording, monitoring response rates, chasing up participants with automated reminders and generating the final questionnaire results for analysis for the Working Group reports when survey software is used;
- Evaluation questionnaires following all meetings and events using online software, preparing a report with results and recommendations for the Management Team meeting afterwards, and if required reported at those meetings;
- Dedicated questionnaires/surveys or interviews (occasionally);
- Providing proceedings of Plenary Meetings (with input from session rapporteurs) and making summary notes of NCP meetings;
- Summary of results of evaluation questionnaires and dedicated questionnaires for inclusion in the Annual Reports;
- Reporting in digital format (pdf), including:
 - 5 Annual reports – between 5 – 10 page reports covering the CA EED3 key activities of an operational year (confidential).
 - Report of NCP Interviews – MS will be interviewed twice (confidential).
 - Impact Report at mid-term and end of the Action – NCP evidence-based report on CA EED's contribution to national EED implementation (for public dissemination).
 - Language copy-editing (English) and formatting of reports, Fact Sheets, selected website pages;
 - Providing content to the periodic Horizon 2020 reports at mid-term and end;
- Support RVO in updating the communication strategy developed under CA-EED 2 and development of a communication workplan.
- Support as required by the project.

2.2 Lots

The invitation to tender has not been divided into lots, because the support activities required are interlinked and for a homogeneous assignment.

2.3 Contract Period

The Contracting Authority intends to conclude a Contract for a period starting from the contract date (indicative starting date 18 April 2022) and ending on 31 December 2026.

2.4 Scope of the assignment

The Tendering Authority has estimated a total contract value of **€791,576,--** excl. Dutch VAT.

The estimated value is an indication from which no rights can be derived. This Tender Document was created using up-to-date knowledge and insights valid at the time of its formulation.

It is possible that the services specified in the contract may change in the event of political, budgetary, administrative or organisational developments within the Dutch government and the Contracting Authority's expansion or contraction resulting from this, or changes to the Contracting

Authority's position within the government or to the targets that must be met. In the event such circumstances occur, the Contracting Authority will consult with the Contractor.

3. Requirements to this assignment

This section includes the requirements set by the Tendering Authority concerning the requested services and the prices and rates.

By submitting a Tender, you as Tenderer, explicitly consent to all requirements and conditions specified in this Tender document and declare that you will continue to comply with these throughout the entirety of the contract period. Furthermore, you confirm that you will comply with all of the specified prices and rates, including any agreed indexation. Failure to comply with one or more requirements will result in your Tender being disqualified from the assessment process and therefore excluded from the tendering process.

3.1 Requirements relating to the services requested

3.1.1 Component 1: Logistics

Ability to deliver high quality and timely organisation of all meetings in line with the description and specifications under section 2.1.2 Component 1

3.1.2 Component 2: Website

- Guarantee 24/7 access and availability of the CA EED website and ensuring that all data is secure and that provisions are in place to recover all data in the event of a crash. Ability to deliver the website in line with the description and specifications under section 2.1.2 Component 2

3.1.3 Component 3: Communications

- Ability to deliver high quality and timely communication products and services in line with the description and specifications under section 2.1.2 Component 3

3.2 Requirements relating to Communicator (Project Leader and Project Team)

3.2.1 Project Leader

- The project leader is an academic, a qualified senior project leader with at least 5 years of experience as a team leader of complex, multi-stakeholder projects in an EU context.
- The project team has a demonstrable experience in organizing multi-day conferences, both live and virtual, various communication activities, including writing, editing and lay-out of reports, setting up and processing online questionnaires and website maintenance and management (WordPress 5.6), including document management.
- The CA EED operational language is English, the project leader must have excellent command of the English language both verbal and written (B2 of CEFR level).

3.2.2 Project Team

- The Project Team shall consist of sufficient number of staff to guarantee continuity of task regardless of absence to due illness or other unforeseen eventuality.
- The CA EED operational language is English, all members of the project team must have excellent command of the English language both verbal and written (B2 of CEFR level).
- The following project team skills must include:
 - Excellent communication skills in a multinational environment
 - Ability to operate under pressure
 - Ability to identify opportunities available to the CA EED resulting from advances in technology
 - Ability to respond promptly to unforeseen changes in plans
 - Adaptability and flexibility in working methods in response to needs
 - Ability to work in a team
 - Experience with distance working and from multiple locations

The offer should include names, functions, responsibilities and the CVs of the project leader and the project team members.

3.3 Requirements relating to Reporting

The following schedule applies to the delivery of internal reports, i.e. reports that allow RVO to follow the depletion of the budget and provide input to the formal reporting in the Horizon2020 structure. All reporting and correspondence in this project shall be in English.

Internal report	Deadline
Kick-off meeting	Within 2 months after signing this contract
Conference call update	Bi-weekly during the project
Informal financial report (hours and other costs) by email	Monthly during the project
Financial report with invoice	Quarterly during the project
Financial input for Horizon2020 reporting	20, 40 and 60 months

3.4 Requirements relating to the prices/rates

- 3.4.1 The Tenderer will provide an overview of the prices and rates applicable to this assignment by filling in the appendix entitled 'Prices/Rates'.
- 3.4.2 The price/rates must be in Euros and be all inclusive. In any event, they must include all of the following: wage costs, overheads (e.g. accommodation and wage costs for support staff), costs relating to the use of equipment and machinery during the assignment, insurance costs, any applicable costs for e-invoicing, and local travel and accommodation expenses.
- 3.4.3 Indexing of the rates for any already issued further assignments specified within the Contract is not permitted.
- 3.4.4 The Tenderer will not submit any zero or negative prices/rates.
- 3.4.5 The price of the project is estimated at max € 791,576,-- only the part of hosting and tariffs are fixed for the durations of the agreement and cannot be indexed. The Tenderer will provide a budget with fixed hourly/daily rates, specified according to the various duties.
- 3.4.6 The Tenderer will pay all costs for contracted services, such as meeting facilities, dinners, transportation, as necessary for the support activities in section 2.1.2. RVO will pay these costs to the Tenderer according to the payment schedule in section 3.6.1.

3.5 Tax-related requirements

- 3.5.1 The Tenderer indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (*Belastingdienst*) or other tax authorities.
- 3.5.2 The Tenderer will quote the prices according to the following structure:
 - the amount excluding Dutch VAT and any VAT due outside the EU;
 - the amount of Dutch VAT due (if applicable) and the amount of any VAT due outside the EU, and;
 - the amount including Dutch VAT (if applicable) and any VAT due outside the EU.
- 3.5.3 If the Tenderer indicates that no VAT is applicable, then he agrees to provide documentary proof of the grounds for this to the Contracting Authority within fifteen calendar days of the request to do so.
- 3.5.4 You are liable for any extra costs for Dutch and/or foreign VAT due if you incorrectly charge no VAT or an incorrect amount of VAT to the Contracting Authority. If applicable, you are liable for accurate payment of VAT in the Netherlands and outside the EU, with the exception of the case stipulated in the following sentence. If the Contracting Authority procures a service from a foreign business and Dutch tax law considers the work to have been performed in the Netherlands, then the Contracting Authority is liable for the payment of VAT to the Dutch Tax and Customs Administration for this/these service(s) performed in the Netherlands.
- 3.5.5 You guarantee that the amounts specified in the quotation are inclusive of all taxes and levies (including amounts considered equivalent to taxes or levies), regardless of their description and wherever in the world they may have been levied.

- 3.5.6 You indemnify the Contracting Authority against any claims from any tax authority for any taxes, levies or contributions considered equivalent to taxes or levies, originating from either the Netherlands or outside the Netherlands.

3.6 Invoicing requirements

- 3.6.1 Payment schedule is once a month. Invoices shall be submitted on the first day of each month.
- 3.6.2 You must include a summary of the actual hours/days worked in accordance with the applicable rates and all other direct costs incurred within the invoicing timeframe.

3.6.3 **For companies established in the Netherlands only**

E-invoicing

The general terms and conditions that apply to this contract contain a provision that invoices must be sent electronically (not in pdf). This can be done in 4 different ways:

- The invoicing portal of the Dutch government
- Link with Digipoort
- E-invoicing with your own (accounting) software package through Peppol
- E-invoicing through a service provider.

For companies not established in the Netherlands

The paragraph concerning e invoicing does not apply to companies located outside of the Netherlands.

4. Requirements concerning the Tenderer

4.1 Introduction

In this section, you can find the requirements set by the Tendering Authority to determine whether particular Tenderers are suitable to be awarded the Contract. For this purpose, Exclusion Grounds and Suitability Requirements have been set.

You can indicate whether or not the Exclusion Grounds apply to you and whether or not you are in compliance with the Suitability Requirements by completing the 'European Single Procurement Document'.

The 'European Single Procurement Document' is a PDF file that has been partially filled in for you. You must fill in the rest of the form, print it, legally sign it, scan it and submit it together with your Tender via TenderNed (see paragraph 7.3.15).

4.2 Exclusion Grounds

The following Exclusion Grounds are specified in the annex 'European Single Procurement Document':

- all Exclusion Grounds specified in Part III A and B;
- the Exclusion Grounds in Part III C of the 'European Single Procurement Document' that have been selected by the Tendering Authority by means of the tick boxes.

See Section 7 for information on how to submit a Tender in collaboration with other organisations. This section specifies who must provide a completed and signed European Single Procurement Document during the process of submitting a Tender.

The evidence relating to the Exclusion Grounds does not have to be submitted together with the Tender: it is only required once the Tendering Authority requests it.

Please note: The process of applying for a GVA (certificate of conduct) can take several weeks.

For information on types of evidence, see Section 2.89 of the Public Procurement Act.
<http://wetten.overheid.nl/BWBR0032203/2016-07-01>

The evidence consists of:

1. Extract of Trade Register (no older than 6 months see §4.3)
2. 'Certificate of Conduct for procurement' ('Gedragsverklaring Aanbesteden' -no older than 2 years)
3. Tax statement (no older than 6 months)

The Tendering Authority, to which a Tenderer submits data in order to prove that the exclusion grounds referred to in Article 2.86 or Article 2.87 do not apply to the Tenderer, also accepts data and documents from another Member State, from the country of origin of the Tenderer or from the country where the Tenderer is established, that serve an equivalent purpose or that show that the exclusion ground does not apply to Tenderer.

Please refer to <https://ec.europa.eu/tools/ecertis/search>
eCertis is the information system that helps you identify different certificates requested in procurement procedures across the EU.

4.3 Suitability Requirements

The purpose of the Suitability Requirements is to assess whether the Tenderer is suitable to fulfil the Contract in the opinion of the Tendering Authority.

By signing the annex 'European Single Procurement Document' (which uses the term 'Selection Criteria' to refer to the Suitability Requirements), the Tenderer declares that he complies with the Suitability Requirements as specified in this subsection of the Tender document. These Suitability Requirements are further specified in the subsequent paragraphs in this section.

4.3.1 Financial and economic standing

By signing the 'European Single Procurement Document', the Tenderer declares:

- a. That he possesses sufficient financial and economic capacity to fulfil the contractual obligations.
- b. That the Tenderer is unaware of any possible claims against him that may compromise his organisation's financial-economic capacity or continuity, and that no investment is required during the Contract period that may have a similar compromising effect.
- c. That the most recently issued auditor's report (or, if applicable, a review report or compilation report) does not include a 'continuity section' that expresses doubt concerning the viability of the organisation.
- d. That the Tenderer has a sufficient level of professional and/or statutory liability insurance for the fulfilment of the assignment and that in the event of the Contract being awarded to him, will remain sufficiently insured throughout the duration of the assignment(s).

Evidence (do not submit together with the Tender – only submit it when requested to do so):

Proof of the economic operator's economic and financial standing may, as a general rule, be furnished by one or more of the following references:

- a. appropriate statements from banks or, where appropriate, evidence of relevant professional risk indemnity insurance;
- b. the presentation of financial statements or extracts from the financial statements, where publication of financial statements is required under the law of the country in which the economic operator is established;
- c. a statement of the undertaking's overall turnover and, where appropriate, of turnover in the area covered by the contract for a maximum of the last three financial years available, depending on the date on which the undertaking was set up or the economic operator started trading, as far as the information on these turnovers is available.

If the data of the Tenderer's parent/holding company is used in relation to the aspect of financial-economic capacity, then the Tenderer must provide a statement from the parent/holding company that specifies that the parent/holding company unconditionally acts as a guarantor for the obligations to be undertaken by the subsidiary company and any debts arising from the Contract incurred by the subsidiary company. The statement by the parent/holding company must be signed by a legally authorised representative.

4.3.2 Reference data (technical qualifications)

The Tendering Authority has set the following core competences, which demonstrate experience with essential aspects of the assignment:

- Experience with organizing multi-day conferences, both in live and virtual format;
- Experience of working with national experts on energy efficiency in an EU context;
- Experience with website hosting, maintenance and development or management thereof.
- Experience with implementation of communication strategies including copywriting for an international audience. All publications, printed or online are in English.

By signing the 'European Single Procurement Document', the Tenderer declares that he has carried out at least one reference assignment for each of the core competences listed above that meets the following minimum requirements:

- The subject of the reference assignment must be comparable to the core competence in question.

The reference assignment must have been executed or completed within the five years prior to the closing date for the submission of tenders. If the Tenderer uses an assignment that is not yet

fully complete, then only the completed results of the ongoing assignment can be submitted for reference purposes: projected results cannot be taken into consideration.

Assignments including one or more subcontractors can only be used as reference assignments if the subcontractor(s) in question will be involved in the fulfilment of the Contract and if the Tenderer can and will make use of the knowledge and experience of the subcontractor(s) in question during the fulfilment of the assignment.

Evidence (do not submit together with the Tender – only submit when requested by the Tendering Authority):

You may not provide more than one reference for each core competence. If a single reference testifies to multiple competences that comply with the applicable requirements, then you can use the same reference for these different core competences.

If required, the Tendering Authority reserves the right to check the accuracy and completeness of the references and to contact one or more of the reference parties without the Tenderer's involvement or permission.

4.3.3 Professional/trade register extract.

The Tendering Authority expects the Tenderer to be authorised to practise his trade. For this reason, the Tendering Authority reserves the right to ask the Tenderer to demonstrate that he is registered in the professional register or in the trade register referred to in Annex XI of EU Directive 2014/24/EU in accordance with the regulations applicable in the country in which he is established.

It is also vital that the signed documents included in the Tender have been signed by a legally authorised representative of the Tenderer. For this reason, the Tendering Authority can also ask the Tenderer who is awarded the contract to demonstrate the legal validity of the signature.

Evidence (do not submit together with the Tender – only submit when requested by the Tendering Authority).

In order to establish the legal validity of the signed statements, declarations and other evidence, it is vital that a recent and up-to-date (**max. six months old**, counted from the time of submission of the Tender) extract from the professional register or trade register is provided in compliance with the provisions stipulated in Section 2.98 of the Public Procurement Act. The extract must demonstrate the legal authorisation of the signatory.

If the signatory of the statements, declarations and other evidence is not featured on the extract, then authorisation of the signatory must be provided by one of the parties featured on the extract, in the form of a statement declaring that the signatory was authorised to legally bind the Tenderer at the time that he signed the documents.

In the event that the Tender involves a collaboration (consortium), then every member of this collaboration must provide the aforementioned evidence separately.

5. Award criteria and assessment

5.1 Introduction

This Section concerns the award criteria. The Tenders are assessed based on the award criteria. Your response to the award criteria must be included in your Tender. In your response, you must take into account the requirements set in Section 3.

A maximum of 100 points can be obtained for your response to the award criteria, according to the table below.

25 points maximum	Quality of the Team Leader proposed
25 points maximum	Quality of the Project Team proposed
40 points maximum	Quality of the approach to the services proposed
10 points maximum	Price and rates

If the written responses to the award criteria are valued with a total score lower than 60 points out of the maximum 100 points that can be obtained for these criteria, the Tender is set aside and excluded from further participation in the tendering process.

The answers to the award criteria may have a maximum of 25 pages, excluding attachments. The excess will be disregarded in the assessment.

5.2 Quality criteria

5.2.1 Award criteria relating to Team Leader proposed

You will provide evidence of the expertise of the team leader you have proposed by submitting his or her CV (in europass format, see: <https://europa.eu/europass/en>).

Max. no. of points available: 25	Assessment aspects
10	Degree of experience in international project management as team leader of complex, multi stakeholder projects, specifically in the European Union with at least 15 Member States involved.
5	Degree of proficiency in English (verbal and written).
5	Degree of experience with a diversity of government organisations on national and EU level.
5	Degree of expertise in EU energy efficiency policy; demonstrated knowledge of the Energy Efficiency Directive is an advantage.

5.2.2 Award criteria relating to the Project Team proposed

In your registration, you indicate the team members you propose to deploy in the team, based on the current indication of areas of expertise that are needed. You add the CVs (in europass format, see: <https://europa.eu/europass/en>) of the team members to your registration. Persons from third parties need to be handled as part of the team. The structure of the project team is up to the subcontractor. However from existing experience the following positions were adopted under the CA EED3 predecessors see annex 09.

Max. no. of points available: 25	Assessment aspects
5	Degree of experience in organizing multi-day conferences for up to several

	hundred people, either live, online or hybrid, in various places in the EU, including contracting the facilities and support services.
5	Degree of proficiency in English (verbal and written).
5	Degree of experience in writing, editing and communication material design (in English): reports, online content, newsletters, etc.
5	Degree of experience in managing a website (content), including managing the hosting, repository of documents (categorizing, tagging), monitoring and presenting web-use statistics.
2	Degree of experience in designing and developing data collection methods, e.g. online questionnaires, processing and presenting the results.
3	Vision on ensuring continuity in the project team over the course of the Action.

5.2.3 Award criteria relating to approach to the services proposed

In your approach, you describe how you want to deliver the services that this Tender relates to.

Max. no. of points available: 40	Assessment aspects
10	Quality of the approach for organising activities, specifically meetings, workshops and webinars, including meeting peak demand.
10	Quality of the approach for managing the communication strategy, including the website (content), both day-to-day operation and – if required – structural changes to the website.
10	Vision on flexibility, both in the course of the Action, e.g. regarding shifting emphasis of activities, introduction of new activities, and individual activities, e.g. switching from live to virtual or hybrid meetings at short notice.
5	Vision on the communication and cooperation with RVO and on the continuous improvement of the services delivered, including approach for identification and mitigation of risks regarding the services delivered.
5	Effectiveness of the use of resources, which must be demonstrated by the rationale for the distribution of the hours for each team member, including the team leader, in relation to the different tasks and activities.

5.3 Assessment method for the quality criteria

During the assessment, the assessment team will work in accordance with the following scale for the weighting of the quality criteria.

Quality of the response	Weighting percentage of the maximum points available
Excellent, with great added value	100%
Very good, with some added value	90%
Good	80%
Ample	70%
Satisfactory	60%
Average	50%
Fair, not completely satisfactory	40%
Unsatisfactory	30%
Poor, insufficient	20%
Very poor, insufficient	10%
No response provided	0%

5.4 Award criteria relating to price /rates (exclusive of VAT)

Points will be awarded up to a maximum of 10 points as follows.

- **A maximum of 5 points** for the price of the webhosting during the contracting period according to the specification in *Annex 8*, excluding VAT, according to the following formula:

$(LP/P) \times \text{maximum score}$

P= Price submitted by Tenderer excluding VAT

LP= Lowest price submitted excluding VAT

- **A maximum of 5 points** for the unweighted average rate of the team members per hour, including the team leader, that are offered which are required to able to perform the described services in this tender document, according to the following formula:

Unweighted average = function rates/total functions

Lowest unweighted average rate 5 points

Second in ranking unweighted average rate 4 points

Third in ranking unweighted average rate 3 points

Fourth in ranking unweighted average rate 2 points

Fifth in ranking unweighted average rate 1 point

Sixth or lower in ranking 0 points

The hourly rates offered and used for the calculations above are including all costs, but excluding travel and hotel costs for Plenary Meetings and other meetings when agreed upon with RVO.

The contract will specify that monthly payment of costs will be on the basis of actual costs incurred in that period.

6. Assessment of the Tender

6.1 Assessment of the Tender's completeness and legal validity

The Tender will be assessed according to the following procedure. The Tendering Authority will check whether:

1. all required documents have been provided (see the checklist in the subsection 'Structure and content of the Tender' in Section 7);
2. the information is correct and complete, and no adjustments have been made to the documents provided by the Tendering Authority;
3. no provisos have been made by the Tenderer (e.g. specifying that the Tenderer's own terms and conditions apply);
4. the 'European Single Procurement Document' has been completed in full and has been legally signed.

In the event that the aforementioned requirements have not been complied with, the Tender will be excluded from assessment and further participation in the tendering process, unless rectification is permitted within the boundaries of public procurement legislation.

6.2 Assessment of requirements relating to the assignment

Subsequently, the Tender's compliance with the requirements to the assignment (see Section 3) will be assessed. Any Tenders that do not comply, will be excluded from further participation in the tendering process.

6.3 Assessment of award criteria relating to the assignment

Subsequently, all Tenders not excluded from the tendering process, will be assessed according to the award criteria stipulated in Section 5.

6.4 Determination of definitive total score

The Contract will be awarded according to the principle of the Most Economically Advantageous Tender. The Most Economically Advantageous Tender is the Tender that achieves the highest definitive total score based on the best price-quality ratio.

The Tenderer's definitive total score will be rounded to one decimal place. No scores will be rounded off until the moment that this definitive total score is determined. If two or more Tenderers have an equal definitive total score that would result in the Tendering Authority having to award the Contract to more parties than is desired, then the Tendering Authority will award the Contract to the Tenderer with the highest final score for the subcriterion "Quality of the approach to the services proposed".

In the event that the highest scoring Tenderers also achieve an equal score for this subcriterion, then determination of the Tenderer to which the Contract will be awarded will be made by drawing lots.

6.5 Assessment of evidence

At the moment that the Tenderer legally signs the 'European Single Procurement Document' and submits the Tender, the Tenderer is not (yet) required to provide any evidence, unless expressly asked to do so in this Tender document.

By signing the 'European Single Procurement Document' and submitting his Tender, the Tenderer agrees that at a later date, the Tendering Authority is entitled to request that the winning Tenderer provides the required evidence.

Upon awarding the Contract, the Tendering Authority will only request evidence from the winning Tenderer. The Tendering Authority is entitled to request this evidence at an earlier stage and from all Tenderers if it believes such a course of action is necessary to facilitate the progress of the tendering process.

The evidence must demonstrate that the Tenderer indeed complies with the content of both the 'European Single Procurement Document' and the Tender. Following the Tendering Authority's request to provide the evidence, the Tenderer has 15 (fifteen) calendar days to hand over the

required evidence. If the Tendering Authority does not agree with the content and/or validity of one or more of the pieces of evidence provided by the winning Tenderer, then this could result in the winning Tenderer being excluded from further participation in the process. In such cases, the Tendering Authority will inform every Tenderer of this situation. The Tendering Authority will then determine the next Most Economically Advantageous Tender. The score of the Tenderer that has just been excluded will be removed. The calculations will then be carried out once more and a new ranking will be created. The award process will then be conducted again.

In the event a winning Tenderer does not qualify for the definitive award of the Contract, then all Tenderers will be notified of this and the consequences thereof concerning the award of the contract.

7. Submission procedure for Tenders

7.1 Statement of agreement

By submitting a Tender, including the 'European Single Procurement Document', the Tenderer explicitly consents to all requirements and conditions stipulated in this Tender document and the Memorandum of Information and declares that he will continue to comply therewith throughout the entirety of the contract period. Furthermore, the Tenderer confirms that he will comply with all of the specified prices and rates, including any agreed indexation. Failing to comply with one or more requirements will result in his Tender being disqualified from the assessment process and therefore excluded from the tendering process.

7.2 Schedule

See schedule in Subsection 1.3.

7.3 General procedure

This tendering process will be carried out in compliance with the Public Procurement Act. In this case, the 'open procedure' was selected. An announcement thereof was published on www.tenderned.nl and on Tender European Daily (TED).

In the event that a Tender is not submitted in accordance with the provisions and regulations stipulated in this section, the Tendering Authority can set aside the Tender and exclude the Tenderer from further participation in this tender procedure.

7.3.1 Communication

All communication relating to this tender procedure will be conducted via TenderNed (www.tenderned.nl), unless otherwise specified.

Once you have indicated your interest in this invitation to tender on TenderNed, you can send and receive messages about this tender process via 'My Tenders'. Any questions concerning the tender process can be sent to the Tendering Authority's contact person via TenderNed.

You will receive messages via TenderNed. Via your personal TenderNed settings, you can turn on automatic notifications, including notifications to your private email address. It is your responsibility to ensure that these emails are not blocked by your email provider's security system. If the communication cannot be conducted via TenderNed, you can contact the following contact person(s):

Mr Gert Goorhuis, purchasing advisor, e-mail gert.goorhuis@rvo.nl

Attempts to directly contact parties other than the contact person(s) stated above in relation to this tender process are prohibited.

If you have any functional or technical questions regarding TenderNed, you can contact the TenderNed service desk on weekdays between 08:30 and 18:00 CET on 0800-8363376 or via servicedesk@tenderned.nl. You can also consult the eHandbook via <http://www.tenderned.nl/egids/>.

7.3.2 eHerkenning

All TenderNed users affiliated with a *Dutch* company registered with the Dutch Chamber of Commerce are obliged to log in and register using eHerkenning.

This obligation does not apply to companies not registered in the Netherlands.

Visit <http://www.tenderned.nl/eherkenning-en-tenderned-0> for more information about eHerkenning, including the terms and conditions. You are responsible for any consequences arising from the failure to register with eHerkenning in a timely manner.

7.3.3 Questions and additional information/changes

During the procedure, you have the opportunity to ask questions. Ask your questions as soon as possible. All questions will be answered anonymously. The Tendering Authority can answer your questions via TenderNed in two ways:

- Via one or more Memoranda of Information.
- By means of the TenderNed 'Questions and Answers' facility.

The deadline for submission of your questions is specified in the schedule (see section 1.3). In any event, all questions asked will be answered at least 10 days prior to the deadline for submission of the Tender.

Submitting a question to the Tendering Authority

Questions are to be asked via TenderNed. See <https://www.tenderned.nl/cms/english/six-steps-bidding-public-procurement-contracts-online-through-tenderned>.

All questions and answers will be published anonymously for all interested parties to view. If you have a compelling reason why you do not wish your question (and its answer) to be revealed to the other interested parties, then tick the 'Answer Individually' box. However, the Tendering Authority will decide whether or not to process your question individually.

Answers from the Tendering Authority

The Memoranda of Information are an integral part of this Tender document. The Tendering Authority assumes that all sections for which no questions have been asked have been clearly and fully understood.

7.3.4 Validity period and submission of Tender

The Tender must be valid for at least the four months after the deadline for submitting the tenders. In the event that an application for a preliminary injunction is filed with the competent court in The Hague against the award decision, then the Tenderers must in any event ensure that their Tenders are valid until four weeks subsequent to the initial decision by the court.

7.3.5 Variants on Tender

Upon submitting a Tender in accordance with the Tender document, the Tenderer is not permitted to submit a variant of this Tender.

7.3.6 Costs of submitting a Tender

The Tendering Authority will not reimburse any Tenderers for any costs resulting from the drafting and submitting of a Tender, including any further information requested of the Tenderer. Any costs or damage which (can) occur by not winning this Tender by the decision of the Tendering Authority, are at the expense and risk of the Tenderer.

7.3.7 Termination of tendering process

Until the moment that the Contract is signed, the Tendering Authority reserves the right to partially, fully, temporarily or permanently terminate the tendering process. In such cases, Tenderers will not be entitled to receive compensation for any costs incurred by them in connection with this Tender, unless the Contracting Authority is of the opinion that a (small) contribution to the tender costs is appropriate in view of the circumstances.

7.3.8 Order of precedence of documents

In the event of inconsistencies between the Tender document and the Memorandum of Information, the Memorandum of Information takes precedence. In the event that there are multiple Memoranda of Information, then the provisions in the most recent Memorandum of Information takes precedence in the event of inconsistencies between the different Memoranda.

7.3.9 Information about the Tenderer's obligations

The Tenderer must take into account his obligations relating to environmental, social and employment law in compliance with article 2.81 paragraph 2 of the Public Procurement Act.

Information on obligations resulting from Dutch legal provisions with regard to taxes, environmental protection, occupational health and safety and terms of employment that will be applicable to the Tenderer's activities throughout the Contract period is available from the following sources:

Information on taxes: the Dutch Tax and Customs Administration: (www.belastingdienst.nl).

Provisions concerning environmental protection: the Ministry of Infrastructure and Water Management (www.rijksoverheid.nl).

Provisions pertaining to occupational health and safety and terms of employment: the Ministry of Social Affairs and Employment: (www.rijksoverheid.nl).

7.3.10 Guide Information security and privacy for suppliers

Protecting information and personal data is the top priority for the Ministry Economic Affairs and Climate Policy (EZK). That requires significant effort from our own employees, but also from our suppliers. You can read more about it in this concise guide.

[Suppliers guide Information Security and Privacy EZK](#)

7.3.11 Inconsistencies and objections

If the Tenderer is of the opinion that the documents contain inconsistencies, errors or matters that are unclear or if the Tenderer has any objections, then the Tenderer must report this to the contact person in writing, including substantiation.

7.3.12 Complaints procedure

If a Tenderer disputes a response given by the Tendering Authority to a question, request, comment or objection from the Tenderer, or if the Tenderer receives no response, then he can submit a complaint. More detailed information on this matter can be found in the 'Complaints Procedure' annex.

7.3.13 Dispute resolution

In addition to the provisions in the 'Complaints Procedure' subsection, any dispute arising from this tendering process can be presented to the Public Procurement Experts Committee (www.commissievanaanbestedingsexperts.nl) and/or to the competent court in The Hague. Dutch law applies exclusively to such proceedings.

7.3.14 Submission of the Tender

The deadline (date and time) for submission of Tenders is stipulated in the 'Time schedule' (1.3) and it is a final deadline.

- In order to submit a Tender, you must register with TenderNed. One or more registered users must be connected and authorised to submit the Tender via TenderNed on behalf of your company.
The Tendering Authority advises that you start the TenderNed registration process immediately rather than postponing it until the tendering period is coming to a close. Upon registering your organisation, you must add your tender via TenderNed's announcements platform.
- For more information on registering and establishing your organisation with TenderNed and digital submission of your Tender, visit <https://www.tenderned.nl/cms/english/six-steps-bidding-public-procurement-contracts-online-through-tenderned>.
- Only Tenders that have been submitted to the digital safe for this invitation to tender either prior to or on the day of the deadline (prior to the time of the deadline) will be processed by the Tendering Authority.
- The time and date as displayed on the digital countdown clock in TenderNed serves as the definitive deadline for the submission of Tenders.
- The Tendering Authority is only able to see the Tenders once the digital safe opens in TenderNed. This safe can only be opened upon expiry of the deadline for the submission of Tenders.
- In the event you have technical issues or questions regarding submission of your Tender via TenderNed, you can contact the TenderNed service desk via servicedesk@tenderned.nl or +31 (0)70-3798899. If you believe that the TenderNed service desk is taking too long to answer

your question or comment, then you can contact your contact person within the Tendering Authority.

- Any risks resulting from late submission of the Tender and/or submission of an incomplete Tender is borne by the Tenderer.
- The Tendering Authority is neither responsible nor liable for any consequences resulting from a Tender that is submitted too late, incorrectly or incompletely.

The Tendering Authority will treat confidential information provided by the Tenderer with due care.

7.3.15 Structure and content of the Tender

The Tender must be submitted entirely via TenderNed and the 'European Single Procurement Document' must be legally signed.

You can use the following checklist during the submission of your quotation.

Subject	Description	Action required from tenderer
Annex 1	European Single Procurement Document*	Fill in, legally sign and add to TenderNed
Award criteria	Tender, including a general response to the Tendering Authority's award criteria.	Add to TenderNed
Prices/Rates annex	Prices/rates included in the quotation	Fill in, legally sign and add to TenderNed
CV and examples asked at the Award criteria	CVs, examples	Add to TenderNed

* See Subsection 7.3.16 in the event your Tender is submitted in collaboration with other companies.

7.3.16 Legally binding signature

A legally binding signature means that a document has been signed by a duly authorized representative.

If it is recorded in the professional or company register that two or more persons only have joint powers of representation, then the documents requiring a legally binding signature must be signed by those two or more persons. If any restrictions are in place regarding the authorization to represent the organisation, then these must be taken into account.

Where a legally binding signature is required, the Contracting Authority accepts, in addition to an original handwritten signature, also the qualified electronic signature within the meaning of article 3: 15a of the Civil Code (or EU Regulation no. 910/2014, article 3, part 12).

Please note: it is not possible to sign the European Single Procurement Document with a qualified electronic signature immediately. You can provide the ESPD with a handwritten signature or you must make a digital PDF printout of the PDF form, after which the qualified electronic signature can be placed on this digital PDF printout.

The lack of a legally binding signature in principle will lead to exclusion from the tendering procedure. In that case, however, you will be given one single opportunity to correct it within 48 hours.

7.3.17 Submission of a Tender in collaboration with other organisations

If you cannot carry out the assignment independently, you can set up a collaboration with other organisations.

There are two ways in which you can submit a Tender in collaboration:

- 1) As a consortium in which each member of the consortium is jointly and severally liable for the fulfilment of the obligations arising from the Tender as well as the fulfilment of the Contract.
- 2) In a principal contractor-subcontractor structure in which the Contractor is liable for the fulfilment of all obligations, including the obligations that will be subcontracted.

Tendering as a consortium

If a Tender is submitted by a consortium, then:

- Every member of the consortium must fill in and legally sign a separate 'European Single Procurement Document', which also includes a specification of who the consortium members are (see Part II of the 'European Single Procurement Document'). Indicate the role each member plays within the consortium. In the 'European Single Procurement Document', you must indicate who is in charge of the consortium (who is lead manager) and will act as its authorised representative.
- All organisations in the consortium accept joint and several liability for the fulfilment of the obligations arising from the Tender and the eventual fulfilment of the Contract.
- If a consortium member relies upon the capacity of another entity in order to demonstrate compliance with the applicable Suitability Requirements, then the entities in question must complete and sign Part II C of the 'European Single Procurement Document' (in compliance with the provisions specified below in the subsection 'Submitting a tender together with subcontractors' in the eventuality that subcontractors are obliged to demonstrate their capacity).
- Every member of the consortium, for their part, must provide the evidence requested for the Tender.

Submitting a tender as a principal contractor together with subcontractors

If a Tender is submitted by a principal contractor that does not rely upon the capacity of any subcontractors, then only the principal contractor is required to complete and legally sign Part II D of the 'European Single Procurement Document'.

If the principal contractor does rely on the capacity of subcontractors in order to demonstrate compliance with the applicable Suitability Requirements, then the subcontractor(s) in question must also complete and legally sign Part II C of the 'European Single Procurement Document'.

The principal contractor is fully liable for the fulfilment of the obligations arising from the Tender as well as the fulfilment of the contract (if awarded). In addition, the principal contractor is liable for the fulfilment of the obligations for which he has hired the subcontractor(s).

All completed and legally signed 'European Single Procurement Document' forms must be added to the Tender.

Upon the award of the Contract, the Tendering Authority will request – prior to the commencement of the Contract – that the winning principal contractor provides the following information:

the name, contact details and legal representatives of the subcontractor that will be involved in the execution of the services.

7.3.18 Single Tender

All natural persons, legal entities and organisations may only submit a single Tender (either individually or in combination with other natural persons, legal entities and/or organisations). Tenderers who are mutually connected via a relationship of dependence (group link) are permitted to participate separately in this tendering procedure. However, this is on the express condition that they participate as competitors in this tendering process. For this purpose, they must demonstrate

that their mutual relationship has not influenced their behaviour within the scope of this tendering procedure nor has it restricted fair competition.

By submitting a Tender, the Tenderer in question agrees to this condition.

7.3.19 Violation of the fundamental principles of procurement law and restriction of fair competition

Any Tenderer whose actions violate a fundamental principle of procurement law (such as the equality principle), the result of which restricts or could restrict fair competition, will be excluded from this tendering procedure. This is also the case if the violation or the restriction of fair competition only comes to light after the announcement of the award of the Contract to all Tenderers. Prior to making the decision to exclude the Tenderer in question, the Tendering Authority will notify the Tenderer of this intention, at which point the Tenderer will be given the opportunity to demonstrate to the Tendering Authority that no violation of a fundamental principle of procurement law or restriction of fair competition has taken place.

By submitting this Tender, the Tenderer declares his awareness that actions contravening any fundamental principle of procurement law can result in the aforementioned consequences. The Tendering Authority can use all resources available to him in order to identify any violation of the fundamental principles of procurement law or the restriction of fair competition. A judicial decision will not be a necessary requirement in such cases.

7.3.20 Communication and language

During the tendering process, communication with the Tendering Authority must be conducted in English.

The Tender must be submitted in English.

Additional documents (such as informational materials etc.) can also be provided in Dutch OR English.

During the fulfilment of the contract, communication must be conducted in English

7.3.21 General terms and conditions

The applicability of any of the Tenderer's general terms and conditions concerning delivery, payment and/or any other matters is explicitly excluded. The General Government Terms and Conditions apply to the Contract.

7.3.22 Contract conditions

The draft Contract and the corresponding General Government Terms and Conditions are included in the annexes. The Tenderers have the opportunity to ask questions, make comments and propose textual amendments.

The Tendering Authority is free to accept or reject the proposed textual amendments. The Tendering Authority will indicate whether or not the proposals have been accepted or rejected in the Memorandum of Information. By submitting the Tender, the Tenderer declares his consent to the (possibly amended) Contract. Only the definitive Contract will apply during the execution of the assignment.

7.3.23 Explanation and verification of the Tender

The Tendering Authority can request that the Tenderer explains his Tender in greater detail and/or provide substantiating documents. The Tendering Authority is entitled – although not obliged – to check the accuracy of all data and statements submitted within the scope of the Tender.

7.3.24 Request for supplementary information concerning the Tender

The Tendering Authority can ask Tenderers to provide supplementary information and/or clarification of their Tender.

7.3.25 Announcement of the award of the Contract

All Tenderers will receive a message simultaneously that announces the award of the Contract and substantiates its decision. All Tenderers are entitled to request further information regarding this decision from the Tendering Authority.

Standstill period

All Tenderers and stakeholders who dispute the award of the Contract and/or the verbal/written substantiation thereof can apply for a preliminary injunction at the competent civil court in The Hague. This must be done no later than 20 calendar days subsequent to the sending of the digital notifications concerning the award of the Contract. Upon expiry of this period, no more applications for a preliminary injunction can be submitted. In the event a Tenderer applies for a preliminary injunction, we kindly request that you send a copy of the summons to the Tendering Authority.

On the grounds of Section 2.129 of the Public Procurement Act the award of the Contract does not yet mean the Tenderer's Tender has been accepted. For the 20 calendar days subsequent to the sending of the digital notification of the award of the Contract, the Tendering Authority is not permitted to definitively award the assignment by concluding the Contract.

If a preliminary injunction is applied for during these 20 calendar days, then a waiting period will be required pending a judgement in the preliminary injunction proceedings. The judgement will serve as the basis for further decision making by the Tendering Authority.

If preliminary injunction proceedings are brought against the award of the Contract, then the Tendering Authority will notify the Tenderer of this fact. The Tenderer must ensure that his Tender remains valid for at least four weeks subsequent to the judgement in the preliminary injunction proceedings.

Interest in relation to the judgement

Tenderers who have an interest in the judgement in these preliminary injunction proceedings can only engage in these proceedings by means of intervention or joinder. The Tenderer cannot initiate separate proceedings or other judicial proceedings.

Annexes

The following annexes constitute an integral part of this Tender document. These annexes were published together with the Tender document.

- Annex 1: European Single Procurement Document
- Annex 2: Prices/Rates
- Annex 3: Draft Contract
- Annex 4: ARVODI-2018
- Annex 5: "Brochure E-factureren Rijksoverheid"
- Annex 6: Complaints Procedure
- Annex 7: Description of the Action (Grant Agreement Part B)
- Annex 8: Website Information
- Annex 9: Subcontractor staff roll