



## **Tender Document**

### **Invitation to tender in accordance with the European open procedure for the execution of services for the Global Enabling Environment Facility (GEEF)**

|                   |              |
|-------------------|--------------|
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## Contents

|                                                                              |    |
|------------------------------------------------------------------------------|----|
| Definition of terms.....                                                     | 5  |
| 1. Introduction .....                                                        | 7  |
| 1.1 Tendering Authority and IUC-EZK .....                                    | 7  |
| 1.2 Reason for this invitation to tender .....                               | 7  |
| 1.3 Time schedule .....                                                      | 8  |
| 2. Description of assignment .....                                           | 9  |
| 2.1 Description and objective of the assignment .....                        | 9  |
| 2.1.1 <i>Objectives of the assignment</i> .....                              | 9  |
| 2.1.2 <i>Description of the assignment</i> .....                             | 10 |
| 2.2 Lots.....                                                                | 12 |
| 2.3 Contract Period .....                                                    | 13 |
| 2.3.1 <i>Duration of the Contract</i> .....                                  | 13 |
| 2.3.2 <i>Extension of the Contract</i> .....                                 | 13 |
| 2.3.3 <i>(Prematurely) termination or cancellation of the Contract</i> ..... | 13 |
| 2.4 Scope of the assignment.....                                             | 14 |
| 2.4.1 <i>Further Agreements</i> .....                                        | 14 |
| 2.4.2 <i>Budget</i> .....                                                    | 14 |
| 2.5 Agreements.....                                                          | 15 |
| 2.5.1 <i>Contract: Framework Agreement</i> .....                             | 15 |
| 2.5.2 <i>Data Processing Agreement (DPA)</i> .....                           | 15 |
| 3. Requirements to this assignment .....                                     | 16 |
| 3.1 Requirements relating to the proposed team .....                         | 16 |
| 3.2 General requirements.....                                                | 17 |
| 3.3 Requirements relating to quality control.....                            | 17 |
| 3.4 Requirements relating to prices / rates .....                            | 18 |
| 3.5 Tax-related requirements .....                                           | 18 |
| 3.6 Invoicing requirements .....                                             | 19 |
| 3.7 Travel requirements.....                                                 | 19 |
| 4. Requirements concerning the Tenderer .....                                | 21 |
| 4.1 Introduction .....                                                       | 21 |
| 4.2 Exclusion Grounds.....                                                   | 21 |
| 4.3 Suitability Requirements.....                                            | 21 |
| 4.3.1 <i>Financial and economic standing</i> .....                           | 22 |
| 4.3.2 <i>Reference data (technical qualifications)</i> .....                 | 22 |
| 4.4 Professional/trade register extract.....                                 | 23 |
| 5. Award criteria and assessment .....                                       | 25 |
| 5.1 Introduction .....                                                       | 25 |

|        |                                                                                                             |    |
|--------|-------------------------------------------------------------------------------------------------------------|----|
| 5.2    | Quality criteria .....                                                                                      | 25 |
| 5.2.1  | <i>Award criteria relating to Plan of Action (40% = max. 40 points)</i> .....                               | 25 |
| 5.2.2  | <i>Award criteria relating to Risk Analysis (15% = max. 15 points)</i> .....                                | 27 |
| 5.2.3  | <i>Award criteria relating to a Case (25% = max. 25 points)</i> .....                                       | 27 |
| 5.3    | Award criteria relating to prices/rates (exclusive of VAT) (20% = max. 20 points) .....                     | 28 |
| 5.4    | Assessment method for qualitative award criteria .....                                                      | 28 |
| 5.5    | Assessment of preferences in relation to prices/rates .....                                                 | 29 |
| 6.     | Assessment of the Tender .....                                                                              | 30 |
| 6.1    | Assessment of the Tender's completeness and legal validity .....                                            | 30 |
| 6.2    | Assessment of requirements relating to the assignment .....                                                 | 30 |
| 6.3    | Assessment of award criteria relating to the assignment .....                                               | 30 |
| 6.4    | Determination of definitive total score .....                                                               | 30 |
| 6.5    | Assessment of evidence.....                                                                                 | 31 |
| 7.     | Submission procedure for Tenders.....                                                                       | 32 |
| 7.1    | Statement of agreement.....                                                                                 | 32 |
| 7.2    | Schedule.....                                                                                               | 32 |
| 7.3    | General procedure .....                                                                                     | 32 |
| 7.3.1  | <i>Communication</i> .....                                                                                  | 32 |
| 7.3.2  | <i>eHerkenning</i> .....                                                                                    | 32 |
| 7.3.3  | <i>Questions and additional information/changes</i> .....                                                   | 33 |
| 7.3.4  | <i>Validity period and submission of Tender</i> .....                                                       | 33 |
| 7.3.5  | <i>Variants on Tender</i> .....                                                                             | 33 |
| 7.3.6  | <i>Costs of submitting a Tender</i> .....                                                                   | 33 |
| 7.3.7  | <i>Termination of tendering process</i> .....                                                               | 33 |
| 7.3.8  | <i>Order of precedence of documents</i> .....                                                               | 33 |
| 7.3.9  | <i>Information about the Tenderer's obligations</i> .....                                                   | 33 |
| 7.3.10 | <i>Guide Information security and Privacy for suppliers</i> .....                                           | 34 |
| 7.3.11 | <i>Inconsistencies and objections</i> .....                                                                 | 34 |
| 7.3.12 | <i>Complaints procedure</i> .....                                                                           | 34 |
| 7.3.13 | <i>Dispute resolution</i> .....                                                                             | 34 |
| 7.3.14 | <i>Submission of the Tender</i> .....                                                                       | 34 |
| 7.3.15 | <i>Structure and content of the Tender</i> .....                                                            | 35 |
| 7.3.16 | <i>Legally binding signature</i> .....                                                                      | 35 |
| 7.3.17 | <i>Submission of a Tender in collaboration with other organisations</i> .....                               | 36 |
| 7.3.18 | <i>Single Tender</i> .....                                                                                  | 37 |
| 7.3.19 | <i>Violation of the fundamental principles of procurement law and restriction of fair competition</i> ..... | 37 |
| 7.3.20 | <i>Communication and language</i> .....                                                                     | 37 |

|              |                                                                          |    |
|--------------|--------------------------------------------------------------------------|----|
| 7.3.21       | <i>General terms and conditions .....</i>                                | 37 |
| 7.3.22       | <i>Contract conditions .....</i>                                         | 37 |
| 7.3.23       | <i>Explanation and verification of the Tender .....</i>                  | 38 |
| 7.3.24       | <i>Request for supplementary information concerning the Tender .....</i> | 38 |
| 7.3.25       | <i>Announcement of the award of the Contract .....</i>                   | 38 |
| 7.4          | <i>Further Agreements within the Contract .....</i>                      | 38 |
| 7.4.1        | <i>Further agreements within the Contract .....</i>                      | 38 |
| Annexes..... |                                                                          | 39 |

## Definition of terms

|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Contracting Authority                   | The State of the Netherlands, represented by the Minister/State Secretary of Economic Affairs and Climate Policy who concludes the Contract with the Contractor on behalf of the Contracting Authority.                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Contractor                              | The party with whom the Contracting Authority concludes the Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Contract                                | The written framework 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.                                                                                                                                                                                                                                                                                                                                                           |
| Data Processing Agreement               | An agreement signed by the Contracting Authority and the Contractor concerning the processing of personal data by the Contractor. When a Contract is awarded on the basis of the ARVODI, the Contract may require the Contractor to process Personal Data on behalf of the Contracting Authority. If so, the Parties must conclude a Data Processing Agreement under article 28, paragraph 3 of the General Data Protection Regulation ('the Regulation'). In a Data Processing Agreement the Contracting Authority and the Contractor make agreements on the Processing of Personal Data in the context of the Contract. |
| Exclusion Ground                        | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| European Single Procurement Document    | A statement in which the Tenderer declares his compliance with the requirements specified in this document.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Further Agreement                       | A written agreement signed by the Contracting Authority and the Contractor based on the framework agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 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> ).                                                                                                                                                                                                                                                                                                                                                                                                                           |
| IUC-EZK                                 | The Procurement Office (IUC) – part of the Netherlands Enterprise Agency (RVO.nl), which in turn is part of the Ministry of Economic Affairs and Climate Policy (EZK) – will serve as process manager during this tendering process.                                                                                                                                                                                                                                                                                                                                                                                      |
| 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> ).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

|                           |                                                                                                                                                                                              |
|---------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Suitability requirements  | The requirements with which Tenderers must comply in order to be eligible to win the tender.                                                                                                 |
| Tender                    | A quotation submitted by the Tenderer in response to this Tender Document.                                                                                                                   |
| 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.                          |
| 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.                                                                                                                                                        |
| 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. |

### **Specific terminology and abbreviations**

|                      |                                                                                                                                                                                   |
|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Country team         | Unit that coordinates the EnDev program in each EnDev partner country                                                                                                             |
| DSA                  | Daily Subsistence Allowance                                                                                                                                                       |
| EnDev                | Energising Development                                                                                                                                                            |
| Enabling environment | 'The set of rules and regulations imposed on the transactions by (mostly) government actors as well as potentially stimulating instruments like subsidies and financing schemes'. |
| GEEF                 | Global Enabling Environment Facility                                                                                                                                              |
| GIZ                  | Deutsche Gesellschaft für Internationale Zusammenarbeit GmbH                                                                                                                      |
| HQ                   | Head Quarters                                                                                                                                                                     |
| SDGs                 | Sustainable Development Goals                                                                                                                                                     |
| SMEs                 | Small and Medium-sized Enterprises                                                                                                                                                |
| UN                   | United Nations                                                                                                                                                                    |

# 1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure for the execution of services for the EnDev Global Enabling Environment Facility (GEEF).

You are hereby invited to submit a Tender based on this Tender Document and all its associated annexes.

**Note:** all annexes have been added as separate documents to 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). IUC-EZK will act as process manager during this tendering process.

## 1.2 Reason for this invitation to tender

The [Energising Development](#) (EnDev) program delivers access to modern energy technologies and services. The program focuses on households, social institutes, and small to medium-sized enterprises (SMEs) in low income countries. EnDev's projects take place in 20 countries in Africa and Southeast Asia<sup>1</sup>. Germany, The Netherlands, Norway and Switzerland are the core donors of this program. The German Gesellschaft für Internationale Zusammenarbeit (GIZ) and the Netherlands Enterprise Agency (RVO) coordinate the EnDev program. RVO does this on behalf of the Netherlands Ministry of Foreign Affairs.

The EnDev approach to foster market development is based on three pillars: demand side, supply side and enabling environment. This assignment focuses on the third pillar, to help create an enabling environment within markets. A strong enabling environment is crucial for sustained energy access. The environment in which energy access companies operate are a strong determinant of their success. Strategic investments in capacity to manage the energy sector – both on the public and on the private side – are central to achieving key policy reforms and enforcing private sector representation. A strengthened enabling environment can have a multiplying effect on the impact of interventions within the EnDev program and on energy access SMEs in general. It therefore positively contributes to reaching the United Nations Sustainable Development Goals (SDGs) 7 (affordable and clean energy) and 13 (climate action).

EnDev strives to realize a long-lasting impact. By using a market based approach, the program works towards long-term positive change by contributing to self-supporting energy markets. The sustainability of the demand and supply side interventions, however, is strongly attached to the existence of an enabling environment within the EnDev partner countries.

In the funding proposal for the Dutch Ministry of Foreign Affairs (DGIS) for the current phase of the EnDev program, GIZ and RVO committed to develop a so-called global instrument for the enabling environment in which this pillar was described as: 'the set of rules and regulations imposed on the transactions by (mostly) government actors as well as potentially stimulating instruments like subsidies and financing schemes'<sup>2</sup>.

The motivation behind this commitment is based on the recognition of a gap in the capacity of Country teams (units that coordinate the EnDev program in each EnDev partner country) to deliver on the enabling environment indicators (figure 1). The motivation behind this commitment is based on the recognition of a gap in the capacity of Country teams (units that coordinate the EnDev program in each EnDev partner country) to deliver on the enabling environment indicators (figure 1). The problem lies in a lack of resources, time and expertise available to these teams, particularly in addressing the complex policy and regulatory landscape surrounding energy access.

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<sup>1</sup> EnDev Countries include: Bangladesh, Benin, Burundi, Cambodia, Democratic Republic of the Congo, Ethiopia, Kenya, Laos, Liberia, Madagascar, Malawi, Mali, Mozambique, Nepal, Niger, Rwanda, Senegal, Sierra Leone, Tanzania, Uganda.

<sup>2</sup> [https://energypedia.info/wiki/Market\\_Development\\_Scorecard](https://energypedia.info/wiki/Market_Development_Scorecard)

As a consequence, there exists a notable struggle to effectively strengthen the enabling environment which is deemed necessary for sustainable energy development in their respective countries. To address this challenge, RVO has proposed the establishment of the 'Global Enabling Environment Facility' (GEEF).

Figure 1. Enabling Environment Indicators (source: [link](#))

| Indicator                                   | Definition                                                                                                                                                                                                                                                                                                                                                                                             |
|---------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| E1 Policy                                   | <ul style="list-style-type: none"> <li>Policy refers to the political instruments that aim to promote and scale up (energy access) technologies through investment and engagement of public funds, the private sector and consumers.</li> </ul>                                                                                                                                                        |
| E2 Access to finance                        | <ul style="list-style-type: none"> <li>Access to finance refers to the availability of funds for business activities, making purchases or investing.</li> </ul>                                                                                                                                                                                                                                        |
| E3 Quality regulations, norms and standards | <ul style="list-style-type: none"> <li>Refers to the existence of regulations, norms, labels and standards for the quality of products/ services and the level to which suppliers comply with these.</li> </ul>                                                                                                                                                                                        |
| E4 Market information                       | <ul style="list-style-type: none"> <li>Market information describes the degree to which market participants are aware of the rules governing the market and the supporting functions available to them.</li> </ul>                                                                                                                                                                                     |
| E5 Expertise development                    | <ul style="list-style-type: none"> <li>Expertise development refers to the emergence and availability of specialised courses and vocational training in the field of renewable energy (access) technologies and services that responds to the demand for specialised professionals, businesses and/or skilled technicians as well as empowered customers in order to ensure sustainability.</li> </ul> |

The assignment is expected to be contracted in a framework agreement (Contract) with one (1) Contractor which will deliver on-demand advice through Further Agreements in response to the EnDev country teams and thus indirectly to the host-country governments. With this type of support, it is expected to strengthen the enabling environment for energy access SMEs in EnDev partner countries. EnDev Country teams will be better equipped to engage with national governments and stakeholders, leading to more effective policy interventions and ultimately, greater progress towards universal energy access and sustainability of the EnDev interventions.

### 1.3 Time schedule

The schedule below applies to this tendering process.

|                                                        |                                                                                                                                                                                                                                                                                                                            |
|--------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 15 July 2024                                           | Issuing of publication, start of tendering period.                                                                                                                                                                                                                                                                         |
| 12 August 2024, 10 am CEST                             | Closure of first round of questions: deadline for the Tenderer to submit questions regarding this Tender Document, the Data Processing Agreement 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). |
| 20 August 2024                                         | Issuing of the First Memorandum of Information                                                                                                                                                                                                                                                                             |
| 2 September 2024, 10 am CEST                           | Deadline for the receipt of Tenders and opening of Tenders by the Tendering Authority.                                                                                                                                                                                                                                     |
| From 3 September up to and including 24 September 2024 | Assessment of Tenders.                                                                                                                                                                                                                                                                                                     |
| 28 October 2024                                        | Announcement of the award of the Contract.                                                                                                                                                                                                                                                                                 |
| 18 November 2024                                       | Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract.                                                                                                                                                                      |
| 13 November 2024                                       | Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.                                                                                                                                                                                                                            |
| 25 November 2024                                       | Starting date of 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 Objectives of the assignment

##### *Strategic objective*

The strategic objective of this assignment is to create a strong(er) enabling environment (for definition see section 1.2 or 'Specific terminology and abbreviations') in EnDev partner countries for energy access companies.

While quite a few initiatives exist that work on the enabling environment in EnDev partner countries, there are opportunities to add to these efforts with a specific focus on (small and medium sized) enterprises that deliver on the EnDev targets. The EnDev program currently supports specific interventions including standards development, support for national and regional testing labs and advising on integrated energy planning with regard to electricity access and electric cooking. However, since enabling environment activities do not directly lead to short-term results (e.g. number of people reached), they often lack priority in EnDev programming. For this reason, a more unified approach to strengthen the enabling environment is foreseen in the coming years under the EnDev core program (2024-2026). A centralized approach has the benefit that it stimulates the sharing of best practices, expertise and lessons learned between countries and within the region. Country teams request the Contracting Authority for advisory services that support the enabling environment for energy access companies and for which they (partly) lack funding. After the Contracting Authority has approved the Country teams' request, the Contracting Authority will provide a Further Agreement (with an allocated budget) to the Contractor to provide the asked for advice directly to the Country teams, or to a designated national partner (government, association or other organization).

Besides this type of advisory support, EnDev Country teams indicated that they would welcome the opportunity to share lessons learned and learn from best practices from other EnDev Country teams on facilitating a favourable enabling environment for energy access companies. Even though the enabling environment is very context specific and unique per country, certain best practices (for example when it comes to tariff setting or testing of certain technologies) can be exchanged between different EnDev countries. One of the objectives of this assignment therefore is to facilitate the transfer of knowledge and experiences between countries or within regions.

##### *Objectives for the two parts of the assignment:*

- 1) To strengthen the enabling environment for sustainable market development and energy access in the respective EnDev partner countries. To reach this goal, advice trajectories to the EnDev country teams or designated national partners will be offered.

Through Framework Agreements, this assignment aims to provide tailored support on demand of the EnDev Country teams or designated national partners, focusing on supporting their ability to navigate and influence policy frameworks and regulatory environments. By offering advisory services, this assignment seeks to provide Country teams or their national designated national counterparts with the expertise and knowledge needed to help create or support implementation of policies, instruments or strategies helpful to advance energy access goals. The Contracting Authority deems this as the main purpose of the Contract and therefore this part is expected to lead to the largest workload (it is expected that approximately 80% of the Further Agreements will be issued in this context).

- 2) To facilitate the transfer of knowledge and experiences between countries or within/between regions. To reach this goal knowledge management has to be enhanced.

The knowledge and experience gained during the implementation of the Contract should be secured and shared with EnDev Country teams and EnDev HQ where opportune. This includes the collection of lessons learned, best practices, etc. It will also involve promoting the exchange of best practices between experts and Country teams. This could entail creating mechanisms for sharing lessons learned and experiences between countries and regions (for instance via a platform, newsletter, workshop, contribution to conference etc. – this is up to the Contractor). Besides that, the Contractor will be asked to play a role in enhancing synergies and avoid overlap with peer programs and organizations involved in enabling environment interventions on energy access. This can include searching for synergies, but also to prevent overlap. This part is expected to lead to a smaller workload (it is expected that approximately 20% of the Further Agreements will be issued in this context).

### **2.1.2 Description of the assignment**

Contracting Authority intends to conclude a Framework Agreement (Contract) with one Contractor to execute the following services:

1. To offer advice trajectories to EnDev country teams and their designated national counterparts, and;
2. To enhance knowledge management.

The Contract is intended to start on 25 November 2024 up until 31 December 2025 with two unilateral options for the Contracting Authority to extend the Contract with:

- One (1) year up to and including 31 December 2026 and;
- One and a half year (18 months) up to and including 30 June 2028.

Contractor will receive Further Agreements for which he will submit a proposal. After approval of the offer and sending of the contract award, the Contractor can start and execute the agreed upon services. Hereunder, the services are described in more detail.

#### **1. To offer advice to the EnDev Country teams and their designated national counterparts**

The Contractor will offer advice trajectories to the EnDev Country teams or designated national partners in order to strengthen the enabling environment which is necessary for sustainable energy development. The EnDev partner countries for this assignment include: Bangladesh, Benin, Burundi, Cambodia, Democratic Republic of the Congo, Ethiopia, Kenya, Laos, Liberia, Madagascar, Malawi, Mali, Mozambique, Nepal, Niger, Rwanda, Senegal, Sierra Leone, Tanzania and Uganda. It is uncertain for which countries advice trajectories have to be offered, since this will depend on the need there is for these advice trajectories within the countries. This means that multiple support trajectories can be asked for in the same country and/or in various different countries. The Contracting Authority will develop a methodology to coordinate incoming requests and will decide which requests for advisory trajectories are being accepted in coordination with the EnDev Country teams. Accepted requests will lead to a Further Agreement with the Contractor.

It is expected that the Contractor will provide advice through ca. 6-8 trajectories on topics related to the enabling environment, which could entail but are not limited to the following:

- Energy access related policy development or reform (access to electricity and access to clean cooking); policy, action plan or strategy implementation;
- Developing standards, labelling and certification;
- Testing / testing labs;
- Carbon markets / carbon pricing;
- Tax reform;
- Tariff reform;
- E-cooking (tariff reform for e-cooking, standards, testing, etc.).

The topics mentioned above are a non-exhaustive list which means that Contracting Authority can change this list by adding or reducing topics relevant to the energy access sector. Therefore, the Contractor cannot derive any rights from this list.

Also the 6-8 trajectories are an indicative number of trajectories. The amount of advice trajectories can change by reducing or expanding the volume of trajectories depending on the need of the EnDev countries. For each single trajectory, Contractor will receive a separate Further Agreement. Therefore, the Contractor cannot derive any rights neither from this amount of trajectories nor from the amount of Further Agreements.

In case Contractor lacks the required knowledge and experience in the proposed team or his network for the execution of a Further Agreement, EnDev Country teams or their designated national counterparts can propose local experts to the Contractor. It is important that interventions align with the country specific needs and context. This approach therefore recognizes the value of localized expertise. Where possible, international insights can be combined with national expertise to ensure relevance and additionality.

This is the most important part of the Contract and therefore this part is expected to have the largest workload. It is expected that approximately 80% of the Further Agreements will be issued in this context. Contractor cannot derive any rights from this percentage.

## 2. To enhance knowledge management

The second part of the assignment consists of knowledge management: collecting, sharing and promoting relevant information collected from the advice trajectories among EnDev Country teams or their designated national counterparts.

Also for this part of the assignment, Contractor will receive Further Agreements. It is unclear yet how many Further Agreements Contractor will receive for this part of the assignment, because it exists of multiple activities which Contracting Authority can combine in one Further Agreement or in separate Further Agreements.

There are multiple activities that can be requested as part of a Further Agreement for knowledge management. The first Further Agreement is expected after approximately three advice trajectories are completed by Contractor. The reason for this is that only then relevant information can be collected and shared between EnDev Country teams. After the first Further Agreement, it is up to the Contracting Authority to decide if and when any other Further Agreement for knowledge management is necessary.

With regards to knowledge management and sharing of lessons learned, continuity is very important. Therefore, the Contracting Authority expects Contractor to work in a smart way that aligns with this notion and secures lessons learned. It is up to the Contractor to propose to Contracting Authority a format/way of working to secure this. The Contractor can realize this continuity for example by deploying the same team of experts for the various activities under knowledge management.

As part of the Further Agreement(s) under this component, the following activities can be requested:

### *a. Collecting information from advice trajectories*

The knowledge and experience gained through the advice trajectories should be secured, in which way and in which format is up to the Contractor. This may include collecting lessons learned, best practices or relevant information. When an advice trajectory has been executed in a certain country, the outcome of this trajectory might also be relevant to another EnDev country. For example: when country A undergoes an advice trajectory regarding a testing lab for e-cooking appliances, the outcome (in the form of recommendations, advice on financing opportunities, advice on technical aspects of labeling) might also be relevant to country B. For this reason, it is important that all outcomes and knowledge gained as a result of the advice trajectories are formatted in a similar way and are saved and managed by the same team of experts of Contractor to ensure consistency. It is up to the Contractor to propose to Contracting Authority a system for how this can be done best.

*b. Sharing information to other EnDev country teams*

After the information collected from the on-demand advice trajectories has been secured and structured from easy communication (see point a), this can be shared with all EnDev Country teams if deemed necessary by the Contracting Authority. This can be done in various ways.

If requested by the Contracting Authority, the Contractor should actively promote knowledge sharing and the exchange of best practices among EnDev Country teams. This could involve creating mechanisms for sharing lessons learned (a platform, newsletter, topical document, webinar, workshop, contributions to a conference – this is up to the contractor) and experiences between countries and regions.

The Contractor also should address synergies with (experts from) peer programs and organizations involved in enabling environment interventions. It is expected that the Contractor looks for synergies and will also prevent overlap.

*c. Learning events*

For cross-country and cross-regional learning, two (online or in person) events are expected to be requested through a Further Agreement, with the goal to further enhance knowledge sharing and collaborations between EnDev partner countries. It is uncertain when these events are requested and how many events exactly will be necessary. It is up to the Contractor how this is organised and in what form exactly. Two is an indicative number of learning events and depends on the need expressed by EnDev country teams and by Contracting Authority. Therefore, the Contractor cannot derive any rights from this amount of learning events.

This part is expected to represent a minor part of the total work volume. It is expected that approximately 20% of the Further Agreements will be issued in this context. Contractor cannot derive any rights from this percentage.

## **2.2 Lots**

This invitation to tender has not been divided into lots, because Tendering Authority is of the opinion that it is important to have only one Contractor who is responsible for executing all services which are part of this Contract. This is to ensure continuity in the execution of the services under the Contract (through Further Agreements), to ensure learning aspects and to get best value for tax payers money.

The various services have a mutual dependency and therefore they belong together in one Contract. Knowledge management and knowledge sharing can only be executed if a minimum of three advice trajectories have been executed by Contractor or if the Contracting Authority sees an immediate reason for a Further Agreement.

With dividing the 20 EnDev countries in separate regions and therefore separate lots, each lot can end up with a different Contractor. In that case there has to be extra coordination between Contractors to ensure continuity and consistency in the execution of the services and learning aspects. This is neither efficient nor effective and leads to spending more money on overhead costs than on the services needed to create GEEF.

Creating lots also means dividing the total budget available into maximum budgets per lot. Because it is not clear what will be the exact need for advice trajectories and which EnDev Country teams will ask for these advice trajectories, it is not possible to divide the budget in advance to EnDev partner countries and/or regions. Therefore, one Contract with one maximum budget is preferred. However, there is one exception: part of the budget is an optional budget, which will become available when the European Commission has approved a current draft proposal under consideration. Only after this approval the additional budget will be released. This budget will be an allocated budget for EnDev partner countries in West Africa only (e.g.: Sierra Leone, Benin, Liberia, Niger, Mali and Senegal, final list to be determined by contributors). For further information see section 2.4.2.

For this assignment, the possible tendering organizations are international operating consultancy agencies which should be capable of executing (most of) the Further Agreements under the Contract. If they are not capable of fulfilling all services by themselves, they can collaborate with local experts/organizations to fulfill this assignment (the Tender may be submitted as a consortium or as a principle contractor with sub contractors, see section 7.3.17 of this Tender Document). In any case, it is important to note that the EnDev Country teams can propose local experts as a subcontractor to Contractor when the required knowledge/experience is not present in the proposed team to execute a Further Agreement. At all times, it is important that interventions align with the specific needs and context. In this assignment therefore, local expertise is highly valued.

## **2.3 Contract Period**

### **2.3.1 Duration of the Contract**

The Contracting Authority intends to conclude a Contract (framework agreement) from 25 November 2024 up to and including 31 December 2025, with a unilateral option for the Contracting Authority to extend the Contract by one (1) more year (up to and including 31 December 2026).

If the optional budget (derived from EU Delegated Cooperation (see section 2.4.2) will become available, Contracting Authority has another unilateral option to extend the Contract by another one and a half years (18 months) up to and including 30 June 2028).

If the Contracting Authority is not executing its options to unilaterally extend the Contract, it will end automatically by the operation of law after the initial contract period.

If the maximum budget available is exceeded (or is threatened to be exceeded), the Contracting Authority has the right to unilaterally terminate the Contract without compensating the Contractor for this, in whatever form. Contracting authority shall inform Contractor as soon as possible if and when he wants to invoke this right and he will observe a reasonable notice period.

### **2.3.2 Extension of the Contract**

Contracting authority will unilaterally extend the Contract if:

- the maximum budget (initial budget and optional budget, see section 2.4.2) available is not exceeded;
- the need for advice trajectories from EnDev country teams still exists;
- Contracting Authority is satisfied with the delivery of Contractor in Further Agreements executed in the initial contract period;
- Contracting Authority is confident that the objectives of this assignment will be met during the remainder of the contract period;
- no unforeseen events have taken place on which grounds Contracting Authority has to decide not to exercise its option to extend the Contract.

Contractor will be informed in writing about the extension at the latest one month before the initial contract period will end.

### **2.3.3 (Prematurely) termination or cancellation of the Contract**

At least once a year, Contracting Authority and Country teams will monitor the performance of Contractor (or earlier if this is necessary). This performance has to be satisfactory (score of minimum 6 on a scale of 1 up to 10) for the items listed below:

- the satisfaction about the services delivered for the Further Agreements for the two parts of the assignment, based on how the services align with the specific needs and context, and timely delivery.
- the relation /cooperation between Contractor and the EnDev Country teams or their designated national counterparts based on trust, transparency, cultural sensitivity, communications skills. This will be scored by the Country teams or their designated national counterparts jointly.
- the satisfactory cooperation Contractor and Contracting Authority based upon trust, open communication, pro-activeness;

- the satisfactory execution of quality control and risk management during the duration of the Contract.

If the Contractor is not performing well during the duration of this Contract, Contracting Authority will discuss the performance with Contractor. If the discussion will not lead to improvement, Contracting Authority will first give an official warning. A second warning may lead to a reconsideration of the Contract, a third warning means (prematurely) termination or cancellation of the Contract.

## **2.4 Scope of the assignment**

### **2.4.1 Further Agreements**

This Contract exists of various assignments referred to as Further Agreements.

Because the need for advice trajectories from the EnDev country teams determines the amount of Further Agreements, it is yet unclear how many Further Agreements Contracting Authority will establish in the initial contract period and the extension period(s). It is expected this will be approximately 6 to 8 Further Agreements. Contractor however, cannot derive any rights from this number.

It is also unclear how many Further Agreements for knowledge management Contractor will receive. It will be at least one (1) but how many more will follow is uncertain. After the first Further Agreement, it is up to the Contracting Authority to decide if and when another Further Agreement for knowledge management is necessary.

Because the number of Further Agreements for both types of services is unknown, the budget value per Further Agreement also is not clear. However, the maximum contract value is known.

### **2.4.2 Budget**

The Tendering Authority has estimated a total contract value of EUR 826.000 exclusive of Dutch VAT and (if applicable) including local foreign VAT. This budget also is the maximum available budget for this assignment. It consists of the following budgets:

- Initial budget of EUR 413.000 exclusive of Dutch VAT and (if applicable) including local foreign VAT for the initial contract period, including a unilateral option for extension of the Contract (from 25 November 2024 up to including 31 December 2026);
- Optional budget of EUR 413.000 exclusive of Dutch VAT and (if applicable) including local foreign VAT for clean cooking related subjects in only countries in the region West Africa (e.g: Sierra Leone, Benin, Liberia, Niger, Mali and Senegal, final list to be determined by contributors). This option will only be executed when the European Commission has approved the proposal currently under consideration and has released the budget. At the earliest this will be from the start of the assignment and corresponds with the total duration of the Contract (either up to including 31 December 2026 or up to including 30 June 2028, see section 2.3.1). Contracting Authority will inform Contractor at its earliest convenience.

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.

## **2.5 Agreements**

### **2.5.1 Contract: Framework Agreement**

Contracting Authority is intended to conclude a Framework Agreement with one Contractor (independently or in collaboration with other organisations via: 1) as a consortium with one or more members, or 2) principal contractor with one or more subcontractors. See also section 7.3.17). For services associated to GEEF see section 2.1.2.

The draft Framework Agreement (Contract) is attached as Annex 3a to this Tender Document.

After the provisional contract awarding the Contracting Authority will make arrangements with the winning Tenderer (the presumed Contractor) to conclude the Contract.

### **2.5.2 Data Processing Agreement (DPA)**

During the implementation of this Contract personal data will be processed by Contractor on behalf of the Contracting Authority. Therefore a DPA under article 28, paragraph 3 of the General Data Protection Regulation (GDPR) has to be concluded between the Contracting Authority and the Contractor. The draft DPA is attached to this Tender Document as Annex 3b.

After the provisional contract awarding the Contracting Authority will make arrangements with the winning Tenderer (the presumed Contractor) to conclude the DPA.

### 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 proposed team

- 3.1.1 The proposed team has knowledge of and experience with international development in energy access.
- 3.1.2 The proposed team has knowledge of and experience with policy developments in energy access for both cooking as electrification.
- 3.1.3 The proposed team has knowledge of and experience with offering advice trajectories on topics related to the enabling environment for sustainable energy development in countries in Africa and South East Asia. For a specification of the topics related to the enabling environment for energy access SMEs, please see section 2.1.2.
- 3.1.4 The proposed team has knowledge of and experience in working with governmental organizations and institutions at the national level for energy access related activities or policies.
- 3.1.5 The proposed team has knowledge of and experience in (advising on) developing renewable energy policies and clean cooking policies, strategies or roadmaps.
- 3.1.6 It is at all times important that services provided by the proposed team align with the specific needs and (local) context of the EnDev partner country in question. Therefore, the proposed team needs to include representatives which are well acquainted with the EnDev countries specific needs and context.
- 3.1.7 If Contractor is not capable of executing the two parts of this assignment independently all by himself (in-house), he needs to have access to a network of international and local experts which can be mobilized to execute the Further Agreements (as subcontractors) in the various EnDev partner countries. For subcontracting article 8 ARVODI-2018 is applicable (see annex 4).
- 3.1.8 Contractor assures that his local and international network is active and willing to respond in case a Further Agreement needs the deployment of expertise/experience that should be mobilized from his network.
- 3.1.9 The proposed team has knowledge of and experience with cross-country and cross-regional knowledge management comparable to this assignment.
- 3.1.10 The proposed team has knowledge of and experience in dealing with culturally sensitive subjects.
- 3.1.11 The proposed team has knowledge of and experience in dealing with quality control, monitoring progress and outcomes of the advisory activities.
- 3.1.12 The proposed team has knowledge of and experience in risk management.
- 3.1.13 The team leader has knowledge of and experience with managing multi-stakeholder processes.
- 3.1.14 The proposed team leader has at least 10 years of relevant experience, of which 5 years coordinating multi-disciplinary and multi-cultural teams.
- 3.1.15 During the duration of the Contract, for the proposed team members proficiency in both spoken and written English and/or French language (depending on the language spoken in the particular EnDev partner country the team member is operating from) is mandatory at a C2 level according to the Common European Framework of Reference Languages (CEFR) or comparable. Comparable means that when another qualification standard is used the Tenderer has to prove it meets the CERF C2 level (for instance by other certificates, diplomas, work experience, publications). Native speakers will be

- considered as comparable. This requirement has to be verifiable in the concise CV's which are part of quality award criterium 1 (5.2.1 Plan of Action).
- 3.1.16 If during the duration of the Contract the team leader, experts and/or team members have to be replaced for whatever reason, the Contractor has to replace these people by an equivalent team leader, experts and/or team members. Contracting Authority has to authorize these replaced team leader, experts, team members. This is also the case if new experts and/or team members are deployed. They also have to be authorized before they can start working. Also see article 6 ARVODI-2018.

### **3.2 General requirements**

- 3.2.1 Contracting Authority intends to conclude a Framework Agreement with one Contractor (independently) or in collaboration with other organisations via: 1) a consortium with one or more members, or 2) as principal contractor with one or more subcontractors. See also section 7.3.17. In any case there is only one single point of Contact for Contracting Authority: the team leader.
- 3.2.2 If Tenderer chooses for collaboration as principal contractor with one or more subcontractors, the subcontractors only have to be mentioned in section IIC of the European Single Procurement Document (ESPD) if the principal contractor relies on them for meeting the core competences as mentioned in section 4.3.2. In that case the subcontractor(s) mentioned in Annex 2 'Reference assignments' will be involved in the fulfilment of the Contract and the principal contractor can and will make use of them. In this case, they have to be mentioned in section IIC of the ESPD.
- 3.2.3 If Contractor does not rely on subcontractors for meeting the core competences in section 4.3.2, Contractor has to mention the names of the proposed subcontractors in section IID of the ESPD.
- 3.2.4 During the Framework Agreement and its belonging Further Agreements, the proposed team must act without any conflict of interest. This entails, among others, that team members should not be directly employed by the government of an EnDev partner country or by organizations operating on the demand or supply side for sustained energy access.
- 3.2.5 The services to be provided by Contractor are to be done throughout the whole year/month/week and are not arranged via a fixed number of days per week or per month.

### **3.3 Requirements relating to quality control**

- 3.3.1 During the Contract, the Contractor is responsible for the execution, monitoring and reporting of quality control of all activities executed in this assignment.
- 3.3.2 Quality control in relation to this assignment is defined as: the systematic process of ensuring that all parts of this assignment (to offer advice to the EnDev Country teams or their designated national counterparts and to enhance knowledge management), their belonging activities, deliverables and outcomes, meet established standards. This involves measures to monitor and evaluate the performance of both parts of the assignment.

Quality control mechanisms may include among other things:

- A. Contractor is responsible for upholding the quality and effectiveness of the two parts of this assignment, their belonging activities, deliverables and outcomes. Contractor is tasked with ensuring quality control for all Further Agreements within the Contract. This includes establishing clear criteria, KPI's and benchmarks for assessing the quality of work and reporting.
- B. Providing guidance and support to the members of the proposed team in executing Further Agreements to maintain quality standards for both parts of the assignment.
- C. Continuously monitoring to enhance overall quality and effectiveness of the two parts of the assignment.
- D. Responsibilities include overseeing timely task execution, reaching deliverables per Further Agreement, and realizing outcomes that are in line with the EnDev Country teams' needs. It is expected that Contractor stays in close contact with the point of

contact from the respective EnDev Country teams for both parts of the assignment, especially regarding the advisory trajectories. This may include conducting regular reviews and assessments of project progress, to provide guidance and support to the members of the proposed team as needed, to identify areas for improvement and address issues promptly.

- 3.3.3 For the award criterion Plan of Action (5.2.1) Tenderer is asked to describe how it will manage quality control for both parts of the assignment, including a suggested reporting format to the Contracting Authority. The reporting format will not be assessed. After contract award Contracting Authority will discuss the final format with Contractor.

### **3.4 Requirements relating to 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' (Annex 7).
- 3.4.2 The price/rates must 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. "Local" in this case is the city where the team member is based.
- 3.4.3 Tenderer will provide its hourly rates excluding Dutch VAT and (if applicable) including local foreign VAT for award criterion Price. The offered rates have to reflect market rates. The hourly rates offered have to be based on the following maximum hourly rates:
- The maximum hourly rate for an expert/member of the proposed team is EUR 75 excluding Dutch VAT (and (if applicable) including all local foreign VAT). This maximum rate is based on a mixed team of local experts (from the EnDev countries) and international experts.
  - The maximum hourly rate of the team leader of the proposed team is EUR 140 excluding Dutch VAT (and (if applicable) including all local foreign VAT).
- These hourly rates are maximum rates. If Tenderer offers a higher rate, the Tender is set aside and excluded from further participation in the tendering process.
- 3.4.4 The agreed rates are fixed and invariable for the total duration of this Contract.
- 3.4.5 The Tenderer will not submit any zero or negative prices/rates.
- 3.4.6 **In case your company is not located in the countries where the assignment is executed**, you may, when carrying out Further Agreements, invoice local expenses as follows. Accommodation: only real costs may be invoiced up to a maximum of EUR 150 per night (copies of hotel invoices need to be submitted with your invoice), local travel expenses based on real expenses, other costs (costs such as meals) have a fixed amount of EUR 50 per day.
- 3.4.7 **In case your company is located in one of the countries where the assignment is executed**, you can only include the local expenses when travelling to one of the target countries your country is NOT located in, or travelling within your country outside the city you are located in. The costs for travelling within your own country in the city you are located in must be included in your hourly rate.

### **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.
- 3.5.7 Given the nature of this assignment, which includes development cooperation that exclusively benefits a developing country, a VAT rate of 0% applies to the amount specified on the quotation provided the Contractor is established in the Netherlands and his organisation is registered as an entrepreneur for VAT purposes. **For extra certainty in this matter**, you can request a declaration of exemption from VAT from the tax inspector. More information on this matter can be found within the decree issued by the Ministry of Finance on 21 September 2015 (no. BLKB/2015/76M).  
If you submit a statement from the tax inspector within 60 days of the award of the Contract that specifies that a **different** VAT rate applies, then the contract price will be increased to include the applicable VAT rate.  
You are liable for any costs (extra or otherwise) in the event that you incorrectly charge no VAT or an incorrect amount of VAT to the Contracting Authority.
- 3.5.8 If you believe that your work is being taxed simultaneously (in part or in full) in both the Netherlands and a foreign country (outside the EU), then you agree to provide evidence from the foreign tax authorities in question that prove VAT has been levied on one of the services/amounts substantiated by you in the quotation. You will provide this statement in English. If the statement from the foreign tax authorities is not in English, then you agree to provide a sworn translation of this statement, the costs of which will be borne by you.
- 3.5.9 It is not allowed to charge Netherlands VAT if the registered office of the Contractor is located outside of the Netherlands. RVO pays the Netherlands VAT to the Netherlands Tax authority.

### **3.6 Invoicing requirements**

- 3.6.1 The payment schedule will be agreed upon in the Further Agreements.
- 3.6.2 You must include a summary of the actual hours worked in accordance with the applicable rates.
- 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 3 different ways:
  - The invoicing portal of the Dutch government
  - E-invoicing with your own (accounting) software package through Peppol
  - E-invoicing through a service provider.
- 3.6.4 **For companies not established in the Netherlands**  
The paragraph concerning e invoicing does not apply to companies located outside of the Netherlands.
- 3.6.5 Contractor must submit invoices electronically in the manner described in this Tender Document and the Request for Proposal belonging to the Further Agreement.

### **3.7 Travel requirements**

- 3.7.1 Contracting Authority has the explicit policy of 'digital first' in order to reduce the environmental footprint.
- 3.7.2 Essential costs made for the purchase of international and national flight tickets can be reimbursed. Flight expenses need to be substantiated and can only be reimbursed for economy class (any other class of service is not eligible for reimbursement). Costs of a CO<sub>2</sub>

compensation scheme per intercontinental flight ticket should be included. Reimbursement will be based on costs actually incurred and requires invoices to be submitted.

- 3.7.3 International Travel Costs may only be reimbursed by the Contracting Authority after approval of a travel budget as part of a Further Agreement.
- 3.7.4 Essential local transportation costs (flight, car hire, etc.) must be relevant for the assignment and need to be substantiated. Local transportation costs within the residence or duty station of the expert and / or team leader is not considered as essential.
- 3.7.5 Travel costs between the departure/home address and airport cannot be reimbursed.
- 3.7.6 The proposed team members are able to visit the EnDev countries. Travel to "orange" areas (only necessary travel), as defined by the Dutch [Ministry of Foreign Affairs](#), may be required.
- 3.7.7 The proposed team members are in disposal of all requirements needed to travel to the EnDev countries. For example: travel documents, visa etc. Costs for these requirements have to be included in the rates and are not reimbursable.

## 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' (Annex 1).

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 7.3.17 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 counted from the closing date of submission of the Tender, see §4.3)
2. 'Certificate of Conduct for procurement' ('Gedragsverklaring Aanbesteden' -no older than 2 years counted from the closing date of submission of the Tender)
3. Tax statement (no older than 6 months counted from the closing date of submission of the Tender)

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:

- Key competence 1: Tenderer has proven knowledge of and experience with energy access related policy development or reforms in Sub-Saharan African and Southeast Asian countries (relating to access to electricity and/or access to clean cooking).
- Key competence 2: Tenderer has proven knowledge of and experience in developing standards, labelling and certification.
- Key competence 3: Tenderer has comparable proven knowledge of and experience with advising on/implementation of tax and tariff reforms for energy access.
- Key competence 4: Tenderer has comparable proven knowledge of and experience with cross-country and cross-regional knowledge management as described in section 2.1.2 (part two of the assignment).

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:

- A clear description of the reference assignments so the Tendering authority can easily verify if the description meets the key competence.
- The subject of the reference assignment must be comparable to the core competence in question.
- The reference assignments must have been executed and/or completed within the three years prior to the closing date for 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.

The reference assignments must be signed by the referee (the client in question).

Use Annex 2 "Reference assignments" and complete all required fields with the necessary information.

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: Annex 2 "Reference assignments" (**Be aware: submit together with Tender**)

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.

**The reference(s) must be signed by the referee (the client in question).**

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.

#### **4.4 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.

The Contract will be awarded according to the principle of the most advantageous tender. This means that the Contract will be awarded to the Tenderer that has achieved the highest score for the quality award criteria and price/rates.

A maximum of 100% (= 100 points) can be obtained for your response to the award criteria:

- 1) Quality criteria: 80% (= maximum 80 points). The following quality criteria are applicable:
  - Plan of Action: 40% (= maximum of 40 points) (award criterion 5.2.1)
  - Risk Analysis: 15% (= maximum of 15 points) (award criterion 5.2.2)
  - Case: 25% (= maximum of 25 points) (award criterion 5.2.3)
- 2) Price: 20% (= maximum 20 points) (award criterion 5.3)

#### Note:

- Please use for the award criteria 5.2.1 and 5.2.3 a separate document and start every item of these two quality award criteria on a new page.
- For quality award criterion 5.2.1 Plan of Action please use one separate document for all the concise CVs together, starting each CV on a new page.
- For quality criterion 5.2.1 Plan of Action the reporting format in relation to quality control has to be added as a separate document.
- For the award criteria 5.2.2 you have to use a format (see Annex 6).
- Also for the prices and rates you have to use a format (see Annex 7).

### 5.2 Quality criteria

#### **5.2.1 Award criteria relating to Plan of Action (40% = max. 40 points)**

Propose a Plan of Action which should at least describe the following topics:

- 1) Your view and understanding of the scope of work;
- 2) The proposed approach and proposed methodology for the different parts of this assignment (e.g. to offer advice to the Endev country teams or their designated national counterparts and to enhance knowledge management);
- 3) The proposed team of experts, including the team leader, to implement the assignment consisting of:
  - a. A list of names and positions of the proposed team, including the team leader. Of every team member, including the team leader, provide a CV with a maximum of 1500 words addressing the following items: name, education, skills, work experience, competencies, language(s). In each separate CV, clearly designate if the person complies with the criteria mentioned in section 3.1. To do so, in the CVs, clearly link each item asked for to the requirements of section 3.1 (for instance by adding an extra column at the right side of the page in which the requirement number out of section 3.1 is mentioned). The proposed team as a whole has to meet all the criteria mentioned in 3.1. Each CV has a maximum of 1500 words. If this number of words is exceeded, the assessment team will not assess the words 1501 and up. Please use one separate document for all the CVs together, starting each CV on a new page.
  - b. Also describe and specify the intended distribution of the experts in this assignment (i.e. which team member will potentially be tasked with specific elements of the assignments).
- 4) The local and international network of experts Tenderer/Contractor has access to for the execution of this assignment, based on previous assignments, partnerships, membership of networking organizations, previous collaborations etc. Tenderer is able to mobilize this

network of experts if necessary and the network is active and willing to respond to requests which matches the expertise and/or experience.

- 5) How tenderer will manage (execute, monitor and report on) quality control for both parts of the assignment. Please include: clear criteria and SMART formulated KPI's, your proposed measures to secure quality control throughout all parts of the assignment and a suggested reporting format to the Contracting Authority. This reporting format will not be assessed. See section 3.3.3. The reporting format has to be added as a separate document and is not counting for the word limit.

| Max. no. of points available | Assessment aspects                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |
|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Maximum of 40 points         | <ol style="list-style-type: none"> <li>1. Extent to which the view and understanding of the scope of work is clear (max. 40 points);</li> <li>2. Extent to which the proposed approach and the proposed methodology are suitable for this assignment (max. 40 points);</li> <li>3. Proposed team: <ol style="list-style-type: none"> <li>a. Extent to which the proposed team demonstrates experience and competence to execute this assignment and is acquainted with the EnDev countries specific needs and context.</li> <li>b. Extent to which the proposed team demonstrates to have experience in mobilising similar local and international expertise for similar assignments.</li> <li>c. Extent to which the team leader demonstrates experience with leading similar projects;</li> <li>d. Extent to which the team leader demonstrates experience and competence to execute this assignment.</li> </ol> (all together: max. 40 points). </li> <li>4. Extent to which Tenderer/Contractor has access to a local and international network of experts which can be mobilized on request (max. 40 points);</li> <li>5. Quality control: <ol style="list-style-type: none"> <li>a. Extent to which the proposal on quality control is suitable and effective to manage quality control (execute, monitor and report) for both parts of the assignment;</li> <li>b. Extent to which the criteria are clear and the belonging KPI's are SMART;</li> <li>c. Extent to which the proposed measures secure quality throughout all parts of the assignment.</li> </ol> (all together: max 40 points). </li> </ol> <p><b>Word limit Plan of Action:</b> your response for the Plan of Action should not exceed 5000 words, excluding the CVs. If your response exceeds this limit, the extra words will not be considered in the assessment.</p> <p><b>Word limit CVs:</b> maximum of 1500 words per CV. If the separate CVs exceed this limit, the extra words will not be considered in the assessment.</p> <p>The final score will be reached as follows: (points no. 1 up to and including no. 5) / 40 = max. 40 points.</p> |  |

### 5.2.2 Award criteria relating to Risk Analysis (15% = max. 15 points)

Identify and describe the five (5) most important risks for this assignment. For each risk, provide a detailed explanation of its potential impact on the assignment. Additionally, include a mitigation plan to prevent the risk from occurring / to solve the risk if it occurs.

Use annex 6 "Risk analysis" and provide the following information:

- What is the risk (description of the potential risk)?
- Why is it a risk (explain the potential risk and how it could impact the assignment)?
- What mitigation measure(s) will be taken to prevent a risk to occur and/or when a risk occurs?

| Max. no. of points available | Assessment aspects                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Maximum of 15 points         | <p>1) The extent to which Tenderer has identified realistic and most important risks for this assignment;</p> <p>2) The extent to which the Tenderer has thoroughly explained the risk and its potential impact;</p> <p>3) The extent to which Tenderer proposes appropriate measures to prevent or mitigate the risk.</p> <p>Each risk, along with its explanation and mitigation strategy, will be assessed individually, with a maximum of 15 points awarded per risk. The final score will be reached by (score risk no. 1 up to no. 5) / 5 = maximum of 15 points.</p> |

### 5.2.3 Award criteria relating to a Case (25% = max. 25 points)

Contracting Authority has added a case in annex 8. You need this annex to provide your response to the three questions below.

Your organisation is requested to develop a policy brief that ultimately should inform the development process of a national e-cooking roadmap in Uganda. This case study should address the following three questions. Each question should be thoroughly answered with evidence-based arguments, innovative solutions, and policy recommendations. Note that this assignment is not about exact factual situation in Uganda but rather about the proposed approach and methodology.

1. Stakeholder Inclusion:

Which stakeholders would you include in the development of the e-cooking roadmap, and how would you engage them? Provide a stakeholder engagement strategy, outlining the roles and contributions of each stakeholder group.

2. Technical and Infrastructure Challenges:

What are the primary technical and infrastructure challenges hindering the adoption of e-cooking in Uganda? Propose solutions to overcome these challenges, including technological innovations and infrastructure development.

3. Political and Partnership Considerations:

How can political support and strategic partnerships be leveraged to promote the adoption of e-cooking in Uganda? Recommend approaches to secure government backing and identify key partners that could contribute to the successful implementation of the e-cooking roadmap.

| Max. no. of points available | Assessment aspects |
|------------------------------|--------------------|
|------------------------------|--------------------|

|                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Maximum of 25 points | <p><b>Stakeholder inclusion:</b> The extent to which Tenderer has identified most relevant stakeholders and has proposed feasible ways of engaging with them in the engagement strategy (max 25 points);</p> <p><b>Technical and Infrastructure challenges:</b> The extent to which Tenderer has identified the most pressing challenges for the adoption of e-cooking and the quality of the proposed solutions to overcome these (max 25 points);</p> <p><b>Political and Partnership considerations:</b> The extent to which Tenderer has proposed meaningful approaches to secure government and partners commitment (max 25 points).</p> <p>The final score will be reached as follows: (points no. 1 up to and including no. 3) / 3 = max. 25 points.</p> <p><b>Word limit:</b> your response for the three questions should not exceed 1500 words. If your response exceeds this limit, the extra words will not be considered in the assessment.</p> <p>Per question clearly outline your proposed solutions and their potential impact.</p> <p>Start the response for each question on a new page.</p> <p>Use a separate document for this award criterion.</p> |
|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### 5.3 Award criteria relating to prices/rates (exclusive of VAT) (20% = max. 20 points)

In annex 7 Tenderer has to provide its hourly rates for an expert of the proposed team and the team leader excluding Dutch VAT and (if applicable) including local foreign VAT .

The rates of the experts are based on a mixed team of local experts (from the EnDev partner countries) and international experts. Both types of rates should reflect market rates.

The maximum hourly rate for an expert is € 75 excluding Dutch VAT (and (if applicable) including local foreign VAT). The maximum hourly rate for the team leader is € 140 excluding Dutch VAT (and (if applicable) including local foreign VAT).

| Max. no. of points available | Assessment aspects                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Max. 20 points               | <p>The offered price will be assessed according to the tables in section 5.5.</p> <p>The final score will be reached as follows: score hourly rate offered for an expert + score hourly rate offered for a team leader = max. 20 points.</p> <p><b>Note:</b> If Tenderer offers a higher hourly rate than the maximum hourly rate which is provided, the Tender is set aside and excluded from further participation in the tendering process.</p> |

### 5.4 Assessment method for qualitative award 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 per preference |
|-----------------------------------|---------------------------------------------------------------------|
| 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%                                                                  |

### 5.5 Assessment of preferences in relation to prices/rates

During the assessment, the assessment team will work in accordance with the following points.

| Hourly rate expert of the proposed team excluding Dutch VAT (and (if applicable) including local foreign VAT) | Awarded points                                                                           |
|---------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| ≤ € 55,00                                                                                                     | 10 points                                                                                |
| € 55,01 up to and including € 57,50                                                                           | 9 points                                                                                 |
| € 57,51 up to and including € 60,00                                                                           | 8 points                                                                                 |
| € 60,01 up to and including € 62,50                                                                           | 7 points                                                                                 |
| € 62,51 up to and including € 65,00                                                                           | 6 points                                                                                 |
| € 65,01 up to and including € 67,50                                                                           | 4 points                                                                                 |
| € 67,51 up to and including € 70,00                                                                           | 3 points                                                                                 |
| € 70,01 up to and including € 72,50                                                                           | 2 points                                                                                 |
| € 72,51 up to and including € 75,00                                                                           | 1 point                                                                                  |
| > € 75,00                                                                                                     | The Tender is set aside and excluded from further participation in the tendering process |

| Hourly rate expert of the team leader excluding Dutch VAT (and (if applicable) including local foreign VAT) | Awarded points                                                                           |
|-------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| ≤ € 100,00                                                                                                  | 10 points                                                                                |
| € 100,01 up to and including € 105,00                                                                       | 9 points                                                                                 |
| € 105,01 up to and including € 110,00                                                                       | 8 points                                                                                 |
| € 110,01 up to and including € 115,00                                                                       | 7 points                                                                                 |
| € 115,01 up to and including € 120,00                                                                       | 6 points                                                                                 |
| € 120,01 up to and including € 125,00                                                                       | 4 points                                                                                 |
| € 125,01 up to and including € 130,00                                                                       | 3 points                                                                                 |
| € 130,01 up to and including € 135,00                                                                       | 2 points                                                                                 |
| € 135,01 up to and including € 140,00                                                                       | 1 point                                                                                  |
| > € 140,00                                                                                                  | The Tender is set aside and excluded from further participation in the tendering process |

## **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 Tender that does 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. An assessment team will assess the award criteria. The assessment team consists of 3 expert assessors. First, the assessors will assess your written responses on the qualitative award criteria individually. Hereafter the assessment team will determine a final score by consensus per award criterion, during a plenary meeting. After the quality award criteria have reached their final score, the prices and rates will be revealed to the assessment team and assessed.

The assessment of the award criteria consists of 3 steps:

1. Your written responses on the qualitative award criteria (5.2.1, 5.2.2 and 5.2.3 ) are assessed. A maximum of 80 points can be obtained for your responses to these award criteria.
2. Assessment of the prices/rates with a maximum of 20 points. If the hourly rates for the expert and/or the team leader are higher than the maximum hourly rate, the Tender is set aside and excluded from further participation in the tendering process.
3. The total score (responses quality award criteria + price) will be determined. The maximum total points that can be obtained is 100 points.

### **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 5.2.1. 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 a case, 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](http://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](http://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):  
herma.dijkgraaf@rvo.nl with a CC to [Accountteam01@rvo.nl](mailto:Accountteam01@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 17:00 CET on 0800-8363376 or via [servicedesk@tenderned.nl](mailto:servicedesk@tenderned.nl). You can also consult [TenderNed voor ondernemingen | TenderNed](#) or [TenderNed for foreign businesses | TenderNed](#).

#### 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 [eHerkenning gebruiken voor TenderNed | TenderNed](#) 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 [Vragen stellen in aanbesteding aan aanbestedende dienst | TenderNed](#) or [English | 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 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 that (may) arise as a result of not awarding this Tender are for the account 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](http://www.belastingdienst.nl)).

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

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

- 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 [TenderNed gebruiken als ondernemer | TenderNed](#) or [TenderNed for foreign businesses | TenderNed](#). Also see: <https://youtube.be/CrAj7VWFgXY>.
- 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](mailto: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                                           |
| Annex 2        | Reference assignments (section 4.3.2 Reference data (technical qualifications))                                                                                                                | Fill in, print it and have the references signed by the referee and add to TenderNed |
| Award criteria | Provide your response per award criterion. Use separate documents for each award criterion.<br><br>Please add for award criterion 5.2.1: your response + one document for all the concise CVs. | Add to TenderNed<br><br>Add to TenderNed                                             |
| Annex 6        | Please use for award criterion 5.2.2 Annex 6.                                                                                                                                                  | Fill in and add to TenderNed.                                                        |
| Annex 8        | Please add for award criterion 5.2.3 your response to the three questions based on the information in Annex 8.                                                                                 | Add to TenderNed.                                                                    |
| Annex 7        | Please use for award criterion 5.3 Annex 7 (Prices and Rates).                                                                                                                                 | Fill in and add to TenderNed                                                         |

\* See Subsection 7.3.16 and 7.3.17 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 organization, then these must be taken into account.

Where a legally binding signature is required, the Contracting Authority accepts either an original handwritten signature, or 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 (see section 4 of this document), then the subcontractor(s) in question must also complete a separate 'European Single Procurement Document', filling in parts II A, II B, III and IV and legally sign it (see the information under II C in the ESPD).
- 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, see section 4 of this document), then the subcontractor(s) in question must also complete a separate 'European Single Procurement Document', filling in parts II A, II B, III and IV and legally sign it (see the information under II C in the ESPD).

The subcontractor on whose capacity the principal contractor *does* rely must provide the evidence requested for the Tender.

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.

#### **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.

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, Data processing Agreement 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. The summons must be served within 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.

### **7.4 Further Agreements within the Contract**

#### **7.4.1 Further agreements within the Contract**

A further agreement within a framework contract is referred to as a Further Agreement.

## **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: Reference assignments
- Annex 3a: Draft Contract
- Annex 3b: Draft Data processing Agreement
- Annex 4: General Terms and Conditions ARVODI-2018
- Annex 5: Complaints Procedure
- Annex 6: Risk analysis
- Annex 7: Prices and rates
- Annex 8: Case belonging to award criterion 5.2.3