



## **Tender Document**

### **Invitation to tender in accordance with the European open procedure for the procurement of services of an EnDev Energy Enterprise Coach (EnDev EEC).**

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## Definition of terms

Contracting Authority	The State of the Netherlands, represented by the Minister of Economic Affairs, 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 agreement between the Contracting Authority and the Contractor in which the conditions of the assignment are recorded.
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.
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-EZ	The Procurement Office (IUC) – part of the Netherlands Enterprise Agency (RVO.nl), which in turn is part of the Ministry of Economic Affairs (EZ) – will serve as process manager during this tendering process.
Instrument	Coherent package of activities that delivers on sub-objectives of a programme.
Memorandum of Information	A document containing all questions asked and answers given, in anonymised form and, if applicable, additional information. This includes the questions and answers submitted via TenderNed.
Most Economically Advantageous Tender	The Tender that achieves the highest definitive total score based on the best price-quality ratio.
Public Procurement Act	The Public Procurement Act 2012 ( <i>Aanbestedingswet 2012</i> )
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.
Tendering authority	The Netherlands Enterprise Agency (RVO), an Agency of the Ministry of Economic Affairs of the Netherlands
Tender Document	This document and all of its annexes.
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.

### **Specific terminology and abbreviations**

Country team	Group of experts that coordinate the EnDev program in each EnDev partner country
DSA	Daily Subsistence Allowance
EnDev	Energising Development
GIZ	Deutsche Gesellschaft für Internationale Zusammenarbeit GmbH
SDGs	Sustainable Development Goals
SMEs	Small and Medium-sized Enterprises
EEC	Energy Enterprise Coach
EnDev EEC	EnDev Energy Enterprise Coach
PIP	Performance Improvement Plan
BDS	Business Development Support
ReCCAWA	Regional Clean Cooking Action in West Africa

# 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 Energy Enterprise Coach.

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

## 1.1 Tendering Authority, The Netherlands Enterprise Agency and IUC-EZ.

This tendering process is being conducted on the instructions of the department for International development, part of the Netherlands Enterprise Agency (RVO) and the Ministry of Economic Affairs. IUC-EZ will act as process manager during this tendering process.

## 1.2 Reason for this invitation to tender

The Energising Development (EnDev) programme delivers permanent access to modern energy technologies and services. The programme focuses on households, social institutes, and small to medium-sized enterprises in developing countries. EnDev's projects take place in 20 countries in Africa and South-East Asia. EnDev is a multi-donor energy access programme currently financed by four core donor countries: the Netherlands, Germany, Norway, and Switzerland. EnDev is co-managed by the Deutsche Gesellschaft für Internationale Zusammenarbeit GmbH (GIZ) and the Netherlands Enterprise Agency (RVO, the Tendering Authority). The Tendering Authority 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. Stimulating the supply side of the energy access market is crucial in order to establish a sustainable market which will lead to increased energy access. A strengthened supply side will have a multiplying effect on the impact of interventions within the EnDev programme and of energy access for Small and Medium-sized Enterprises (SMEs) in general.

EnDev strives to work to 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. SMEs active in the renewable energy access sector in developing countries play a key role in the achievement of the objectives of access to clean and affordable energy of the EnDev programme by developing the supply side of the market. At the same time, entrepreneurs operating in partner countries typically have a gap in skills and knowledge that prevents them from professionalization and accessing finance to grow, resulting in less market development than desired. While some Instruments that work on business development and investor readiness of enterprises exist in the energy sector (e.g. GET.invest Finance Catalyst; GET.invest Finance Readiness Support), many SMEs are of insufficient size and are often incapable of effectively absorbing existing support Instruments. This hinders a viable development of the market.

To overcome these obstacles, business development support (BDS) is an essential element in the EnDev programme. In the funding proposal for the Dutch Ministry of Foreign Affairs (DGIS) for the current phase of EnDev, EnDev committed to develop a so-called global Instrument for business development support. Therefore, the Tendering Authority has proposed the establishment of a business development facility, called the EnDev Energy Enterprise Coach. For this facility, the Tendering Authority seeks a contractor to execute services as described in this document.

### 1.2.1 Current contract

On 20 October 2021 the Tendering Authority (RVO) has published a tender on TenderNed and TED in order to contract one service provider (Contractor) to perform services within the EnDev programme. The contract belonging to this tender has been concluded with LTS International Ltd. The current contract lasts from 20 April 2022 up to and including 19 April 2026, with a unilateral

option for the Tendering Authority to extend the Contract by 1 year (up to and including 19 April 2027), which option the Contracting Authority will not use. This contract is called Energy Enterprise Coach (EEC).

This contract is intended to offer business development support to SMEs in the following countries: Kenya, Uganda, Malawi, Ethiopia, Benin, Burkina Faso, Mali, Niger, Cambodia, and Bangladesh. Within this contract different types of support are offered: mentoring, group trainings and e-learning. However, not all partner countries of EnDev are included in the scope of the contract, only 9 out of 20 countries have access to the support. This means that not all 20 countries as mentioned in section 1.2 have access to these services. Tendering Authority wants to extend the target group of regions/countries which has access to the Energy Enterprise Coach services. Therefore, Tendering Authority will start a new procurement procedure (this assignment) and conclude a new contract.

The current contract will remain in force and will end on 19 April 2026. This is possible because the scope of the new tender and therefore the new contract will be different. The differences between the current contract and the new assignment are:

7. Geographical: only 11 countries out of 20 will be part of the scope (see section 2.4.2) up until the current contract is finished;
8. The services and activities to be provided under the EnDev EEC will be simplified to only mentoring and miscellaneous capacity building activities that are described in the following sections.

In Chapter 2 the new assignment will be described.

### 1.3 Time schedule

The schedule below applies to this tendering process.

15 November 2024	Issuing of publication, start of tendering period.
29 November 2024, 14:00 CET.	Closure 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).
06 December 2024.	Issuing of Memorandum of Information.
03 January 2025, 13:00 CET	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.
03 January 2025 up to and including 17 January 2025	Assessment of Tenders.
17 January 2025	Announcement of the award of the Contract.
03 February 2025	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
06 February 2025	Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract.
10 February 2025	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 Objectives of the assignment

The overall goal of the assignment is to conclude a public service agreement with one (1) contractor to supply services for the EnDev Energy Enterprise Coach (EnDev EEC) in the 20 countries in the EnDev portfolio.

#### *Strategic objective*

The strategic objective of this assignment is to strengthen the nationally based enterprises, with a focus on female-led enterprises in the clean energy sector in partner countries by means of professionalization. The following sub objectives have been identified:

1. To offer needs-based business development support in the form of mentorship directly to SMEs active in the renewable energy access sector in the countries included in the EnDev portfolio (see Geographical scope, section 2.4.2). The facility stimulates professionalization of organisations, with a focus on female-led enterprises through training and mentoring, thereby enabling enterprises to attract capital to support this growth path. The mentoring will be customized to the needs of the company that is supported.

2. To offer needs-based business development support to SMEs through collective capacity building activities that are complementary to the mentoring and have the objective to further enhance the capacity of energy access for SMEs in the countries included in the scope and to stimulate learning within the sector. These activities will include three different types of activities: networking events for enterprises, match-making events, and knowledge sharing events. Section 2.1.2.2 will dive deeper into these activities.

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

As mentioned before, LTS International Ltd. is running the current Energy Enterprise Coach (EEC) contract, which also offers business development support. The EEC in the current contract is focused on three different components. The on-going Energy Enterprise Coach contract offers e-learning, group training and mentoring trajectories. The Contracting Authority will ensure the coordination and complementarity of the assignments mobilized from the existing contract and the services described in this document.

The EnDev Energy Enterprise Coach in this assignment will focus on two components: mentoring and capacity building activities. These components are described below.

##### 2.1.2.1 Component 1: Individual mentoring support

Individual mentoring support will be at the heart of the assignment for the EnDev Energy Enterprise Coach. Previous experience has shown that mentoring support helps to develop both enterprises that are already in a growth stage, as well as companies in a startup stage. The individual mentoring support offered to SMEs, with a focus on female-led enterprises, active in the renewable energy access sector in the countries included in the EnDev portfolio will be adjusted to the needs of the SMEs. Therefore, the Contractor is expected to steer the EnDev EEC towards a demand driven facility, thus conducting an extensive needs assessment of the SMEs in each context before a mentoring trajectory begins. The support can be provided to the management of the enterprise, as well as to staff.

The **individual mentoring support** can take on two forms:

a. Mentoring trajectories will be offered to companies with **generic needs**. These companies

need support for a longer period of time on a broader range of (pre-identified) topics. These trajectories may be less intensive and can take up to 12 months. An estimation of the total number of these more generic mentoring trajectories during the Contract (including extensions) is 45. No rights can be derived from these indicative numbers as individual trajectories may differ due to actual needs and absorption capacity. Individual mentoring assignments can be downsized or upsized depending on the needs analysis for these trajectories and will be approved by the Tendering Authority.

- b. Direct support to an enterprise to fulfil a **specific need** (e.g. business plan development, accounting system, marketing strategy, etc.) during a shorter period of time, e.g. expected to be between 4 and 6 months. A special focus on the needs of women entrepreneurs will be cared for as well as the integration of a gender lens in the company's business model. An estimation of the total number of these mentoring trajectories addressing more specific needs during the Contract (including extensions) is 35 person-days. No rights can be derived from these indicative numbers as individual mentoring assignments can be downsized or upsized depending on the needs analysis for these trajectories and will be approved by the Contracting Authority.

The support activities need to be spread relatively equally across the countries included in the scope. As previously mentioned, the contract will be divided into two geographical scope windows, unless otherwise agreed between the Contractor and the Tendering Authority during the implementation of the Instrument. Therefore, the planning made by the Contractor should ensure that the budget is spread across the two scopes, in the different timelines (Window 1: 17/02/2025 up to and till including 20/04/2026; Window 2: 21/4/2026 up to and till including 31/12/2026, or up to potential extensions).

In order to measure the impact of the individual mentoring support, a baseline assessment establishing the need and a final assessment establishing the impact of the support have to be conducted by the Contractor to track the progress the companies have made in the areas in which BDS is provided, gender disaggregated. The Contractor is requested to suggest a concrete and efficient methodology for this. Section 2.1.6.1 elaborates on these assessments and related KPIs.

### **Distribution of responsibilities in the mentoring trajectories**

In the process of initiating, developing and implementing a mentoring trajectory, different actors are involved. Not only the responsibilities of the Contractor are described, but also the responsibilities of the other actors to provide a full picture of the process. The following actors can be identified:

**The Contractor:** The tasks of the Contractor include:

- Develop, manage, and maintain a work flow management platform proposed by the contractor in its bid, with daily management by the Contractor and with viewing / approval rights by the Contracting Authority. Confidential data-rooms should be available for each company in the EEC and the Contractor should ensure that appropriate confidentiality agreements and statements of non-conflict of interest are used where appropriate. The work-flow management platform should allow the Contracting Authority to have a real-time insight into budget depletion, reports, per country, sector and monitoring of results. On the work flow management platform, the contractor will prepare a custom data-room for exchange of management information, M&E and reports. The above provides the minimum needs for monitoring and steering. Innovative approaches for data exchange and steering are encouraged as part of the proposal and will be agreed upon during the inception period.
- Develop an application form which can be used by SMEs to apply for the support. This application form should be easy to use, but also gather information about the business development support needs of the SME.
- Identifying and selecting eligible companies, with a focus on female-led companies, together with the EnDev country implementers or relevant (regional) partners;

- Identifying the business development support needs of the companies that apply for the EnDev EEC;
- Develop a mentoring trajectory described in a Performance Improvement Plan (PIP) in which the mentoring trajectory is described, including a description of the topics that will be the focus and estimated volume (incl. budget) of the support, the approach of the support that will be offered, the objectives of the support, and a baseline score of performance of the enterprise on the topics. This information will be based on the application form which is to be developed by the Contractor and an introductory conversation with the enterprise;
- Conducting a baseline and final assessment, thereby monitoring the performance of the mentoring trajectories.
- Provide BDS to the SMEs based on actual need and absorption capacity of the client company. The frequency of mentoring sessions and the mentor providing this support has to be agreed between the client SME and the Contractor.

Other relevant tasks might be included during the implementation, after approval by the Tendering Authority.

**The energy access SMEs.** The tasks of the SME include:

- Applying for mentoring support from the EnDev EEC by submitting an (online) application form.
- Identifying, in collaboration with the Contractor, the needs for support.
- Providing a minimum of input, including devoted time, response to questions, feedback on suggestions, contributing to agreed goals, results, milestones in strengthening the (business proposition of) the enterprise as part of the mentoring process.

**The EnDev country implementers or relevant (regional) partners.** The tasks for the EnDev country implementers or relevant (regional) partners include:

- Communication with the Contractor in order to align the EnDev activities in-country with the EnDev EEC activities;
- Referring the EnDev EEC to high potential companies in their pipeline by introducing the EnDev EEC to the companies.
- Function as a network to continue to support the SMEs through related interventions by the EnDev country activities.

**Tendering Authority.** The tasks for the Tendering Authority include:

- Approving mentoring trajectories before start;
- Approving the PIP;
- Approving adjustments during mentoring trajectory;
- Supporting the mobilisation of leads for intake;
- Approving and controlling progress and budget allocated / spent;
- Aligning with major actors and donors in partner countries.

The process from beginning until the end of a mentoring trajectory is then as follows:

**Process before mentoring trajectory starts:**

Step	Description of pre mentoring process
1	Contractor contacts the EnDev country team, or relevant (regional) partners facilitated by the Tendering Authority. Close alignment between the Contractor's services and the activities of the EnDev country implementers or relevant (regional) partners is agreed upon. This means that both parties are up to date about activities and try to complement each other. EnDev country implementers or relevant (regional) partners share the high potential energy access SMEs in their pipeline with the EnDev EEC by introducing the EnDev EEC to the companies. As an alternative, an event may be organised (with partners) to mobilise leads in a country team.

2	Contractor raises SMEs awareness about the available mentoring trajectories. This is done for the SMEs referred by the EnDev country implementers, as well as the broader sector.
3	SMEs can apply for the support by standardised application form. (to be developed by the Contractor). This application is sent to the Contractor.
4	Contractor assesses the application. If a company is eligible, a Performance Improvement Plan (PIP) is developed, in which the mentoring trajectory is described, including a description of the topics that will be the focus and estimated level of effort (incl. budget), the approach that will be offered by the Contractor, the objectives, and a baseline score of performance of the enterprise on the topics. This information will be based on the application form and an introductory conversation with the enterprise.
5	Tendering Authority approves the PIP before the trajectory can start.

**Process during mentorship trajectory:**

Step	Description of process during mentoring trajectory
6	The Contractor will perform the activities described in the PIP and the minimum response rate and involvement by the SME will be monitored.
7	When the needs of the SME change in such a way that the PIP has to be adapted in order to provide a supportive mentoring trajectory, this has to be discussed with Tendering Authority.
8	At the end of the mentoring trajectory, a final assessment will be performed by the Contractor.

Contractor will report regularly and at request of the Tendering Authority on progress at an aggregate level of the intake, on-going and finalised trajectories.

An indication of what the individual mentoring support will entail on a content level is provided in the list of topics below. This list is indicative, based on experiences from the current Energy Enterprise Coach. As the sector is quite dynamic and country environments differ greatly, needs assessments are crucial and the topics that the EnDev EEC will cover can go beyond this list when additional needs are identified. It is expected that the Contractor will provide advice on topics related to the business development, which could entail but are not limited to the following:

Market opportunity
<ul style="list-style-type: none"> <li>- <i>Identification of key customer segments</i></li> <li>- <i>Analysis of market trends and demands</i></li> </ul>
Unique value proposition
<ul style="list-style-type: none"> <li>- <i>Clearly defined products or services</i></li> <li>- <i>A USP differentiating the company from competitors</i></li> </ul>
Strong leadership team
<ul style="list-style-type: none"> <li>- <i>Upskilled capable management</i></li> <li>- <i>A cohesive and complementary team</i></li> </ul>
Solid business plan
<ul style="list-style-type: none"> <li>- <i>Clear and comprehensive business model</i></li> <li>- <i>Market analysis</i></li> <li>- <i>Realistic financial projections and sales forecasting</i></li> </ul>
Financial health
<ul style="list-style-type: none"> <li>- <i>Cost-covering activities</i></li> <li>- <i>Clear understanding of financial models</i></li> <li>- <i>Clear administration</i></li> </ul>
Credit management
Investment Readiness support

These topics apply to both the generic as well as the specific mentoring support. The topics mentioned above are a non-exhaustive list which means that Tendering Authority can change this list by adding or reducing topics relevant to BDS needs of the energy access sector. Therefore, the Contractor cannot derive any rights from this list.

#### 2.1.2.2 Component 2: Capacity building activities

The second part of the assignment consists of capacity building activities. These activities have the objective to further enhance the capacity and networks of energy access SMEs, with a focus on female-led companies, in the countries included in the scope and to stimulate learning within the sector, as well as generate leads for mentoring trajectories.

Three capacity building activities that can be requested by the Tendering Authority, or proposed by the Contractor are expected to be provided under this contract:

##### *a. Networking events for SMEs*

These events are organized to facilitate networking between SMEs and partners in the same market. This stimulates peer-peer learning between the different SMEs about running a business and will also facilitate finding opportunities between the SMEs and partners. These events may be organized at national level, or at a regional level. The networking events will be organized in a physical form, rather than online. If there is a valid reason for a hybrid (in-person and online) event this will be agreed between the Contractor and the Tendering Authority. The networking events should be a mix between female only and mixed events. This will allow a safe space for the women-entrepreneurs but ensures also their inclusion in fast moving and well-connected networks.

##### *b. Match-making events between enterprises and other sector stakeholders*

These events are organized to facilitate networking between SMEs and other stakeholders like financial institutions or relevant national authorities. This could lead to opportunities for SMEs to increase their access to finance and relationships with partners. The networking events will be organized in a physical form, rather than online. If there is a valid reason for a hybrid event this will be agreed between the Contractor and the Tendering Authority.

##### *c. Learning events*

For cross-business, cross-country, and cross-regional learning, learning events can be organized with the goal to further enhance knowledge sharing between companies on different levels. These events are different from networking events because there will be pre-organized sharing of information by externals and companies themselves, rather than only networking. The Contractor will be responsible for identifying relevant topics for knowledge exchange in these sessions, and if relevant invite externals to speak.

Over the duration of the Contract, 6 capacity building events are expected to be delivered including development of an agenda, moderation, ensuring travel arrangements, venue organization, take notes and deliver final results. These events described above are examples, are not exclusive, nor are they mandatory to be delivered. The Tendering Authority can request an activity based on an identified need or based on a request from an external partner. A collaboration with external partners in organizing events is a possibility. This means that an event might be mutually organized with other players in the sector, e.g. GET.invest, CCA, World Bank, or GOGLA. Furthermore, the Contractor can suggest a capacity building activity based on the needs identified in the sector during the implementation of the Contract. The Contractor is expected to actively search for opportunities for capacity building activities.

#### **Distribution of responsibilities in the capacity building activities**

In the process of initiating, developing and implementing a capacity building activity, different actors are involved. Not only the responsibilities of the Contractor are described, but also the responsibilities of the other actors to provide a full picture of the process. The following actors can be identified:

**The Contractor:** The tasks of the Contractor include:

- Identifying relevant capacity building activities based on opportunities with partners and/or the needs identified from the SMEs, or based on needs identified in the energy access sector;
- Identifying eligible companies, with a focus on female-led companies, (together with the EnDev country implementers or relevant (regional) partners) that can join the capacity building event;
- Identifying other relevant actors (e.g. financial institutions, knowledge institutions, government authorities) that can join or partner the capacity building event;
- Developing relevant (online) communication material to increase the visibility of the capacity building event;
- Developing a concept note for the capacity building event in which the event is described, including a description of the objective, the approach how this objective will be achieved, an estimated volume (incl. budget) of the capacity building event, and a list of invitees / participants. This concept note has to be approved by the Tendering Authority;
- Organizing (develop a programme, invite, moderate, distribute final products, etc.) the event:
  - This can be done solely by the Contractor;
  - A collaboration with external partners in organizing events is a possibility. This means that an event might be mutually organized with other players in the sector, e.g. GET.invest, World Bank, CCA or GOGLA.

Other relevant tasks might be included during the implementation, after approval by the Tendering Authority.

**The energy access SMEs.** The tasks of the SME include:

- Join the capacity building activities as active participants;
- Provide feedback on the evaluation of the event;
- If relevant, SMEs can be asked to present their learnings during a capacity building activity.

**The EnDev country team or relevant (regional) partners.** The tasks for the EnDev country implementers or relevant (regional) partners include:

- Communication with the contractor in order to align the EnDev activities in-country with the EnDev EEC activities;

**Tendering Authority.** The tasks for the Tendering Authority include:

- Approving the concept note and budget allocated for a capacity building activity;
- Assisting with protocol, inviting and coordinating with host governments participants and donors;
- Sharing suggestions for participants including partners where relevant;
- Approving adjustments during the organization of a capacity building activity;
- Requesting capacity building activities based on an identified need or based on a request from an external partner.

This part is expected to represent a minor part of the total work volume. It is expected that approximately 10% of the total maximum budget is spent in this context. Contractor cannot derive any rights from this percentage.

### 2.1.2.3 Eligibility of companies

The following companies are eligible for the services of the EnDev Energy Enterprise Coach:

- Small and Medium Scale Enterprises (SMEs) in the countries included in the EnDev portfolio (see paragraph 2.4.2 Geographical Scope);
- Self-employed entrepreneurs with willingness and potential to grow their business in the countries included in the EnDev portfolio.
- Enterprises that offer products, technologies, and/or energy services that provide access to clean cooking and/or electricity. These include retail cash sales, consumer credit sales, pay-as-you-go / fee-for-service, mini grids, and fuel as a service models.
- Enterprises involved in any part of the supply chain, including importing, assembly, production, construction, auxiliary services, fuel preparation, software provision, maintenance, etc. as long as they are cost-covering business propositions contributing to energy access.

Distinction of the different SME sizes matters because each category indicates different levels of complexity, management- and financial needs. This distinction will inform the choices of support and modalities that will be offered.

### **2.1.3 Management of the assignment**

In order to implement the two components described in the previous sections in a qualitatively proper way, the Contractor is responsible for the management of all the activities executed in this assignment. This includes monitoring of, reporting on, and learning from components executed in this assignment. The assignment is split into different phases. The assignment starts after the contract award with an inception phase of 4 months. After the inception phase, the implementation phase begins which lasts until the end of the Contract, including options for extension(s).

This section is structured as follows: the overall coordination of the Contract is described in paragraph 2.1.4. Paragraph 2.1.5 describes the inception phase. Reporting requirements are described in paragraph 2.1.6. Paragraph 2.1.7 elaborates on learning, and paragraph 2.1.8 describes the required risk analysis.

#### **2.1.4 Overall coordination of the assignment**

The Contractor should work in close alignment with the Tendering Authority. A bi-weekly coordination meeting between the Contractor and the Tendering Authority is foreseen in the inception phase. In this meeting, the further development of the approach and preparation for the implementation is discussed (See Section 2.1.5 Inception Phase). The frequency of the coordination meetings may be adjusted after the inception phase based on the needs from the Contractor and the Tendering Authority. In the coordination meetings in the implementation period will the progress on implementation be discussed, including risks and adaptations to implementation, as well as decisions that need approval by the Tendering Authority.

The Contractor is expected to ensure a smooth collaboration amongst its team, to coordinate its own work, and apply transparency, trust, and transparency as key principles in coordination.

#### **2.1.5 Inception phase**

The assignment starts with an inception period of 4 months (IP 1) to finetune the approach requested in the Contractors' proposal. Because there are two windows regarding the geographical scope, there will be a second, shorter inception period before the start of the second window. The deliverables below specify which deliverables are expected in which inception period (IP 2).

By the end of the IP 1, the Contractor must have delivered:

- a. A detailed description of the project, its goals, and its outcomes per component for the first window;

- b. A detailed work planning, including milestones and deadlines for the first window.
- c. A budget plan for the first window;
- d. An analysis of the risks and limitations of the project (see Section 2.1.8);
- e. A stakeholder analysis and engagement plan for the geographical scope of the first window. By executing a stakeholder analysis, the Contractor gets a clear picture of the sector that it works in and how the activities can be tailored to the context. During this task, the Contractor will build on the extensive reports and materials that exist within the EnDev partnership and partners and peers;
- f. Format for application form as described in section 2.1.2;
- g. Format for PIP as described in section 2.1.2.

Deliverables a-e have to be compiled in one inception report. The inception report is a required deliverable, which has to be submitted at the latest 4 months from the start of this assignment.

By the end of the IP 2, the Contractor must have delivered:

- a. A detailed description of the project, its goals, and its outcomes per component for the second window, based on the learnings from the first window;
- b. A detailed work planning, including milestones and deadlines for the second window.
- c. A budget plan for the second window;
- d. An analysis of the risks and limitations of the project (see Section 2.1.8);
- e. A stakeholder analysis and engagement plan for the geographical scope of the second window. By executing a stakeholder analysis, the Contractor gets a clear picture of the sector that it works in and how the activities can be tailored to the context.

These deliverables have to be compiled in one inception report. The inception report is a required deliverable, which has to be submitted at the latest 1 month before the start of the second geographical window. A similar inception period is foreseen before implementing the unilateral option to extend for West Africa in this Contract.

### **2.1.6 Implementation phase**

After the inception phase (IP1), the implementation phase starts. In this implementation period, the Contractor will execute the two components as described in chapter 1. To ensure qualitatively sound implementation, management and quality control are important. The management of the implementation includes monitoring, reporting, learning, and risk management. These components will be explained in this section.

#### **2.1.6.1 Monitoring**

The Contractor monitors the realization of the annual plan, as well as the impact that has been made. Progress is discussed with the Tendering Authority in the bi-weekly meetings. Continuous monitoring is expected to enhance overall quality and effectiveness of the two components of the assignment. Monitoring of the Instrument is intended to steer the implementation as well as to learn about the approach and implementation modalities. This will be done by tracking quantitative indicators as well as qualitative monitoring. The following should at least be monitored:

- A) Progress on the Key Performance Indicators (KPIs) which are elaborated below;
- B) Feedback through surveys, to be developed by the Contractor, from SMEs that receive support from the EnDev EEC;
- C) Performance of the team, especially trainers and mentors.

For the two components, different KPIs should be achieved:

1. **Individual mentoring trajectories:**
  - a. Increase in knowledge or skills in the topics addressed by the BDS. A concrete methodology has to be developed by the Contractor prior to implementation and approved by the Tendering Authority, following the outline as described hereafter. Based on the Performance Improvement Plans (PIPs), a baseline assessment has to be

conducted. After the mentoring trajectory, this score should be revisited by means of a final assessment to measure the progress made by the SME supported by the mentoring. A proposal for a methodology will be made by the Contractor for award criterion 5.2.1.

- b. Number of trajectories to be executed. An estimation of the total number of the more generic mentoring trajectories during the Contract (including extensions) is 45. An estimation of the total number of the mentoring trajectories addressing more specific needs during the Contract (including extensions) is 35. No rights can be derived from these numbers. They can be downsized or upsized depending on the needs analysis for these trajectories.
- c. 85% satisfaction rate from SMEs supported by the EnDev EEC about the mentoring trajectories. This can be based on a survey to be developed by the Contractor and approved by the Tendering Authority.

2. Capacity building activities:

- a. 85% overall evaluation satisfaction rate from the participants of the capacity building activities about the activity. This can be based on a survey to be developed by the Contractor.
- b. The Contractor suggests fitting KPIs based on the inception period to measure success. These KPIs have to be approved by the Tendering Authority.

2.1.6.2 Reporting and deliverables

- **Annual report**

The Contractor has to report on progress in implementation, including successes and lessons learned, as well as present an annual work plan for the two components. This reporting has to be compiled in a required annual report. This paragraph elaborates on this deliverable.

The **annual report** is divided in two parts: a progress report which looks back on the implementation in the current year- and a work plan which looks forward to the implementation in the upcoming year.

The **progress report** should at least include:

- Progress updates on the two components in every country, including:
  - Number of individual mentoring trajectories and capacity building activities executed;
  - KPIs as described in paragraph 2.1.6.1;
  - Best practices and lessons learned;
- A reflection on learning as described in paragraph 2.1.7;
- A risk analysis as described in paragraph 2.1.8;
- A budget overview of the past year.

The **work plan** needs to be based on the identified needs from the countries (see section 2.1.2) and priorities of the Tendering Authority, as well as based on opportunities which the Contractor himself identifies. The work plan should at least include:

- Objectives for the two components for that year;
- Type and number of activities per component;
- Proposed activities for management of the assignment;
- Communication effort related to the Instrument and its activities;
- Responsible team members per activity;
- Describe how learnings have been included in the shaping of the activities;
- Detailed planning with milestones, including deadlines over the year.

The annual report has to be submitted by the Contractor before the 1<sup>st</sup> of December prior to the year planned for. The annual work plan including the budget plan will be discussed with the Tendering Authority and adapted if necessary. The final annual work plan has to be approved by the Tendering Authority at the latest 31<sup>st</sup> of December of the current year. For instance: the

annual plan for 2026 has to be submitted at the latest 1 December 2025 and has to be approved in a final version at the latest 31 December 2025, and the annual plan for 2026 has to be submitted at the latest 1 December 2025 and has to be approved by the Tendering Authority in its final version at the latest 31 December 2025, and so on.

Planned activities might be cancelled or adjusted due to unforeseen circumstances. Such deviation from the annual plan will need prior approval by the Tendering Authority. It will be possible to make adjustments to the annual plan based on learning, risks, or challenges to be identified through solid risk management (see section 2.1.8).

#### - **Annual financial report**

The Contractor will account for its annual activities and expenditures through an annual financial report. The annual financial report on the completed year has to be submitted by 31<sup>st</sup> of January of the year following the year accounted for. The annual financial report will be discussed and adapted if necessary. The final financial annual report has to be approved by the Tendering Authority at the latest 1 March the year following the year accounted for. For instance: the annual financial report for 2026 has to be submitted at the latest 1 December 2025 and has to be approved in its final version at the latest 31 December 2025.

#### - **Bi-annual reports**

Besides the annual report, a bi-annual report has to be delivered. Because the timeline is quite short for the assignment, this bi-annual report serves as a check-in point to adapt implementation when needed. This bi-annual report should at least include:

- Progress updates on the two components in every country, including the number of individual mentoring trajectories and capacity building activities executed;
- Best practices and lessons learned;
- Implementation Constraints and proposed mitigation options;
- If needed, suggestions for adaptation to the year plan.

The bi-annual report has to be submitted by the Contractor before the 1<sup>st</sup> of July prior to the year planned for. The annual work plan including the budget plan will be discussed with the Tendering Authority and adapted if necessary. The final annual work plan has to be approved by the Tendering Authority at the latest 31<sup>st</sup> of December of the current year. For instance: the bi-annual plan for 2026 has to be submitted at the latest 1 December 2025 and has to be approved in its final version at the latest 31 December 2025.

### **2.1.7 Learning**

Based on the lessons learned during the implementation of the two components, the Contractor will foster cross-country and cross-thematic learning. This involves:

- Actively searching for lessons learned and best practices in the implementation. These findings can be focused on different levels:
  - A) Activity level: Reflection on the effectiveness of the KPIs as described in section 2.1.6.1 in achieving the growth ambitions of the companies;
  - B) Instrument level: High-level learning from the approach the Contractor takes to increase the impact of the different activities by learning from each other;
  - C) Sector level: Reflection on the sector trends and key developments that the Contractor can take into consideration for continuous improvement.Specific focus should be put on the potential differences and lessons for the support on women-led companies.
- Adapting the implementation to these findings to ensure optimal implementation. This will be done after discussion with and approval by the Tendering Authority.
- Exchanging the findings within the team;
- Exchanging the findings with the country teams to ensure cross-country learning;

- Dissemination of the learnings might include presentations in potential knowledge sessions organized by EnDev or external partners. These events will become clear during implementation, and approval by the Tendering Authority is necessary.

At the end of the contracting period, the development of a knowledge product (max. 10 pages) in which the Party reflects on all the learnings is required.

### **2.1.8 Risk management**

The Contractor is responsible for risk management and the adaptations that might have to be made to implementation regarding the activities under this assignment caused by the occurrence of risks.

A risk is an event or development outside the sphere of influence of the Contractor, which may cause a problem for the realization of the objectives and needs to be solved, which may require an adjustment to the implementation, or which may create opportunities. Therefore, the Contractor needs to have a solid understanding of potential risks and how to mitigate the identified risks effectively in order to prevent the risk from happening and/or to limit its impact by having an adequate response. The Contractor has to submit a risk analysis for a quality award criterion. Furthermore, in every annual and bi-annual report this risk analysis will be revised. The risk analysis should at least include:

- What is the risk (description of the potential risk)?
- Why is it a risk (explain the potential risk and how it can impact the assignment)?
- What is the chance the risk occurs (on a scale of 1 to 5)?
- What is the impact of the risk (on a scale of 1 to 5)?
- What mitigation measure(s) will be taken to prevent a risk to occur and/or when a risk occurs?
- Who is the owner of the risk (in case action needs to be taken and adaptations in implementation are necessary)?

## **2.2 Lots**

The invitation to tender has not been divided into lots, because the proposed assignments are aligned as such that one project leader is deemed necessary.

## **2.3 Contract Period**

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

The Contracting Authority intends to conclude a Contract from 1 February 2025 up to and including 31 December 2025, including 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 additional budget (derived from EU Delegated Cooperation (see section 2.4.1) will become available, Contracting Authority has an additional 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 option(s) 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. The Tendering 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 and when:

- the maximum budget (initial budget and optional budget, see section 2.4.1) available is not exceeded;
- the need for business support trajectories from EnDev country teams still exists;
- Tendering Authority is satisfied with the execution of the assignment of the Contractor in the initial contract period;
- Tendering 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**

Once a year, the Tendering Authority 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 two parts of the assignment, based on how the services align with the specific needs and context, and timely delivery;
- the satisfaction about the cooperation between the Contractor, Tendering Authority, and country teams based upon trust, open communication, pro-activeness.

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

## **2.4 Scope of the assignment**

### **2.4.1 Budget**

The Tendering Authority has estimated an initial total contract value of EUR 950.400 excluding Netherlands VAT and (if applicable) including local foreign VAT and all other costs, for the initial contract period, including a unilateral option for extension of the Contract (from start date up to including 31 December 2026). This budget is the initial maximum available budget for this assignment.

However, an optional additional budget of EUR 413.000 excluding Netherlands VAT and (if applicable) including local foreign VAT and all other costs 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 if and 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 (up to including 30 June 2028, see section 2.3.1). Tendering Authority will inform Contractor at its earliest convenience. This additional budget 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.

The Contractor should base its proposal on the initial total contract value of EUR 950.400.

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 Tendering Authority's expansion or contraction resulting from this, or changes to the Tendering Authority's position within the government or to the targets that must be met. In the event such circumstances occur, the Tendering Authority will consult with the Contractor.

## 2.4.2 Geographical scope

The EnDev EEC will focus on EnDev partner countries. As mentioned before, LTS International Ltd is running the current Energy Enterprise Coach contract with RVO as Tendering Authority, which offers business development support as well. To prevent overlap in the contract, the EnDev EEC will not provide any services in Benin, Mali, Niger, Kenya, Malawi, Uganda, Ethiopia, Bangladesh, and Cambodia up until the current contract has ended by law (19 April 2026) except if agreed otherwise between the Contractor and the Tendering Authority. As of 21 April 2026, these countries will be included in the scope. This leads therefore to two windows of geographical scope:

### **Window 1: Countries to be included from the start of the new contract (17 February 2025-31 December 2025, or 20 April 2026 if contract is extended)**

West Africa	Senegal
East Africa	Burundi
	Democratic Republic of Congo
	Madagascar
	Rwanda
	Tanzania
South and South-East Asia	Laos
	Nepal

### **Window 2: To be launched if the contract is extended. This Window will be open from 21 April 2026 up to and until 31 December 2026.**

West Africa	Benin
	Mali
	Niger
	Liberia
East Africa	Kenya
	Malawi
	Uganda
	Ethiopia
	Mozambique
South and South-East Asia	Bangladesh
	Cambodia

This geographical scope may be broadened in the region of West Africa. This option will only be executed if and 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 (up to and including 30 June 2028, see section 2.3.1). Tendering Authority will inform Contractor at its earliest convenience.

### **Final consideration**

All data, documents, images, logo's, templates (social media) materials and methodologies created under this service contract remain the intellectual property of the Contracting Authority.

### 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 composition of the proposed team**

- 3.1.1 Different types of expertise need to be incorporated in the team composition. The contractor may decide to combine and/or split certain expertise profiles through proposed deployment of specific experts and/or inclusion of subcontractors as part of a consortium.
- 3.1.2 The proposed team has extensive expertise in and experience with international development in energy access.
- 3.1.3 The proposed team has knowledge of and experience with clean cooking market development.
- 3.1.4 The proposed team has knowledge of and experience with market development for off-grid electrification.
- 3.1.5 The proposed team has knowledge of and experience with most common business models in the energy access space including PAYGo, Pay As You Cook, Fee for Service, Distribution of household durable goods on cash and credit sales, production and assembly, importing equipment related to energy access solutions.
- 3.1.6 The proposed team has extensive knowledge of and experience with offering business development support for sustainable energy development in countries in Africa with some exposure to South East Asia. For a specification of topics related to the business development support to energy access SMEs, see section 2.1.2.
- 3.1.7 The Contractor has experience in the management of a similar contracts of similar size.
- 3.1.8 Contractor ensures that, whenever possible, local experts providing mentoring and capacity building can be mobilized understanding the local language and business culture, also enabling continuous regional presence in the target countries. Contractors are highly encouraged to propose experts as part of the team and/or as sub-contractors in different geographical regions (West-Africa, East Africa and Asia). Regional experts not located in a target country may travel to fulfil their assignment and/or provide their support through virtual (online) methods.
- 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 members have knowledge of and experience in dealing with culturally sensitive subjects and are gender sensitive, enabling women entrepreneurs' aspirations.
- 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, preferably related to BDS.
- 3.1.15 The proposed team leader has experience in the management of groups of consultants / consortia of similar volume.
- 3.1.16 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 partner country) 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 proof it meets the

CEFR 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 criterion 1 (5.2.1 Plan of Action).

- 3.1.17 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. Tendering 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 Requirements relating to reporting and deliverables**

- 3.2.1 The Contractor complies with all reporting requirements and deliverables as described in Section 2.1.5 and 2.1.6.2.
- 3.2.2 Contractor complies with all principles and preconditions as described in Section 2 of this Tender Document both for writing its Tender (his proposal for the award criteria) as well as for the implementation of the assignment after contract award.

### **3.3 Requirements relating to the prices/rates**

- 3.3.1 The Tenderer will provide an overview of the prices and rates applicable to this assignment by filling in the appendix entitled 'Prices/Rates'.
- 3.3.2 The price/rates must be in euro's and be all inclusive. In any event, they must include all of the following: wage costs, overheads (e.g. accommodation and wage costs for support staff), costs relating to the use of equipment and machinery during the assignment, insurance costs, any applicable costs for e-invoicing, and local travel and accommodation expenses.
- 3.3.3 Tenderer will provide its hourly rates excluding Netherlands VAT and (if applicable) including local foreign VAT and all other costs for award criterium 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 Netherlands VAT and (if applicable) including local foreign VAT and all other costs. 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 Netherlands VAT and (if applicable) including local foreign VAT and all other costs.  
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.
- 3.3.4 The Tenderer will also provide the maximum total price. The Tenderer will charge on the basis of actual realised costs up to the maximum total price.
- 3.3.5 The agreed (maximum) rates are fixed and invariable for the duration of this Agreement.
- 3.3.5 The Tenderer will not submit any zero or negative prices/rates.
- 3.3.6 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 CO2 compensation scheme per intercontinental flight ticket should be included. Reimbursement will be based on costs actually incurred and requires invoices to be submitted.
- 3.3.7 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 consultant / expert and / or team leader is not considered as essential.
- 3.3.8 Travel costs between the departure/home address and airport cannot be reimbursed.
- 3.3.9 Accommodation costs and other daily costs for consultants/experts, and/or the team leader during international travel and during travel in the Hub countries outside the place of residence or duty station for carrying out the assignment can be reimbursed when relevant for the assignment.

For reimbursement of accommodation and other daily costs during essential travel the Tendering Authority accepts costs to a maximum of the rates defined by the United Nations International Civil Service Commission Daily Subsistence Allowance rates in the ICSC DSA monthly circular for:

- Accommodation: DSA is fixed price per day, according to the UN ICSC DSA rates. Reimbursement will be based on costs actually incurred and requires invoices to be submitted.
- Other costs, such as consumption, transport at the place of destination, communication: Reimbursement is based on a fixed daily allowance per location, according to UN ICSC DSA rates.

The Contractor may also apply their own regulations or procedures as long as they do not exceed the indicated UN ICSC DSA rates. The high level budget plan for the first award criterion (5.2.1 Plan of Action) should indicate how the Contractor budgets for accommodation and other costs during travel.

Accommodation costs and other daily costs cannot be reimbursed for remote working days. In case a consultant/expert works from the home location or a location other than the location of the activity for the assignment beyond the days required for the specific activity, it concerns remote working.

### 3.4 Tax-related requirements

- 3.4.1 The Tenderer indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (*Belastingdienst*) or other tax authorities.
- 3.4.2 The Tenderer will quote the prices according to the following structure:
- the amount excluding Netherlands VAT and (if applicable) including local foreign VAT and all other costs 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.
- 3.4.3 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.
- 3.4.4 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.
- 3.4.5 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.
- 3.4.6 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.
- 3.4.7 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.

- 3.4.8 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.
- 3.4.9 It is not allowed to charge Netherlands VAT if the registered office of the Contractor is located outside of the Netherlands. The Tendering Authority pays the Netherlands VAT to the Netherlands Tax authority.

### **3.5 Invoicing requirements**

- 3.5.1 The Contractor may invoice every three (3) months for Services performed and accepted / approved by the Tendering Authority. Contractor submits its invoice after acceptance / approval of the performed Services at the latest on the 28th day of the month following the quarter. For instance: invoicing Q1 2025 means submitting invoice at the latest 28 April 2025, invoicing Q2 2025 means submitting invoice at the latest on 28 July 2025, invoicing for Q3 2025 means submitting invoice at the latest on 28 October 2025, invoicing Q4 2025 means submitting invoice at the latest 28 January 2026.
- 3.5.2 The invoice amount is based on the hours per month (for one quarter) actually worked against the applicable hourly rate and other cost incurred. The invoice must specify costs incurred per activity.

Reimbursement will be based on costs actually incurred and supported by invoices or receipts.

#### **3.5.3 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.

##### **For companies not established in the Netherlands**

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

### **3.6 Travel requirements**

- 3.6.1 Tendering Authority has the explicit policy of 'digital first' in order to reduce the environmental footprint.
- 3.6.2 Essential costs made for the purchase of international and national flight tickets can be reimbursed. Reimbursement will be based on costs actually incurred and requires invoices to be submitted.
- 3.6.3 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.
- 3.6.4 Travel costs between the departure/home address and airport cannot be reimbursed.
- 3.6.5 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.

- 3.6.6 The proposed team members are in possession 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'.

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

You can find the 'European Single Procurement Document' within the invitation to tender in TenderNed. In this document, you will find the following Exclusion Grounds:

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

Go to the invitation to tender in TenderNed, select 'Answers to Requirements' and then tick 'Yes' or 'No' for the 'Tenderer's Statement' requirement.

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

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

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

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

The evidence consists of:

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

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

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

### 4.3 Suitability Requirements

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

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

#### 4.3.1 Financial and economic standing

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

- a. That he possesses sufficient financial and economic capacity to fulfil the contractual obligations.
- b. That the Tenderer is unaware of any possible claims against him that may compromise his organisation's financial-economic capacity or continuity, and that no investment is required during the Contract period that may have a similar compromising effect.
- c. That the 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: The Tenderer has expertise in and experience with international development in energy access.
- Key competence 2: The Tenderer has knowledge of and experience with offering business development support for sustainable energy development in countries in Africa and South East Asia. For a specification of topics related to the business development support to energy access SMEs, please see section 2.1.2.

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

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

- The reference assignment must have been executed or completed within the three years prior to the closing date for the submission of tenders. If the Tenderer uses an assignment that is not yet fully complete, then only the completed results of the ongoing assignment can be submitted for reference purposes: projected results cannot be taken into consideration.

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

**Evidence (do submit together with the 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.

A maximum of 100% (= 100 points) can be obtained for your response to the award criteria. The Tenderer must score a minimum of 48 out of the 80 points that can be obtained on the quality award criteria. If the quality award criteria are valued with a lower score than 48 points out of the 80 points, the Tender is set aside and excluded from further participation in the tendering process and will not be further assessed on the prices/rates.

### 5.2 Quality criteria

#### 5.2.1 Award criteria relating to Plan of Action (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) as mentioned in section 2;
- 3) 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, and your proposed measures to secure quality control throughout all parts of the assignment.

Max. no. of points available	Assessment aspects
Maximum of 40 points.	<ul style="list-style-type: none"> <li>• Extent to which the view and understanding of the scope of work is clear;</li> <li>• Extent to which the proposed approach and the proposed methodology are suitable for this assignment;</li> <li>• Extent to which the approach facilitates learning and knowledge exchange;</li> <li>• 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 corresponding KPI's are SMART;</li> <li>c. Extent to which the proposed measures secure quality throughout all parts of the assignment;</li> </ol> </li> <li>• A general planning with mentioning of milestones.</li> </ul> <p><b>Word limit Plan of Action:</b> your response for the Plan of Action should not exceed 5000 words. If your response exceeds this limit, the extra words will not be considered in the assessment.</p> <p>Every above mentioned item per bullet will be awarded independently a maximum of 40 points. The final score will be reached as follows: (points no. 1 up to and including no. 5) / 5 = max. 40 points.</p>

### 5.2.2 Award criteria relating to the team (max. 25 points)

Propose a team of experts, including the team leader, that will implement the assignment. Include the following:

- 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).
2. 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.

Max. no. of points available	Assessment aspects
Maximum of 25 points.	<ul style="list-style-type: none"> <li>• 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>• Extent to which the proposed team demonstrates to have experience in mobilising similar local and international expertise for similar assignments;</li> <li>• Extent to which the team leader demonstrates experience with leading similar projects;</li> <li>• Extent to which the team leader demonstrates experience and competence to execute this assignment;</li> <li>• Extent to which Tenderer/Contractor has access to a local and international network of experts which can be mobilized on request.</li> </ul> <p>Every above mentioned item per bullet will be awarded independently a maximum of 25 points. The final score will be reached as follows: (points no. 1 up to and including no. 5) / 5 = max. 25 points.</p>

### 5.2.3 Award criteria relating to Risk Analysis (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 7 "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	<ul style="list-style-type: none"> <li>• The extent to which Tenderer has identified realistic and most important risks for this assignment;</li> <li>• The extent to which the Tenderer has thoroughly explained the risk and its potential impact;</li> <li>• The extent to which Tenderer proposes appropriate measures to prevent or mitigate the risk.</li> </ul> <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>

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

In annex 2 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 and costs.

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 Netherlands VAT and (if applicable) including local foreign VAT and all other costs. The maximum hourly rate for the team leader is €140 excluding Netherlands VAT and (if applicable) including local foreign VAT and all other costs.

Max. no. of points available	Assessment aspects
Maximum of 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 tables.

<b>Hourly rate of the proposed team excluding Dutch VAT and (if applicable) including local foreign VAT</b>	<b>Awarded points</b>
≤ € 52,50	10 points
€ 52,51 up to and including €55,00	9 points
€ 55,01 up to and including € 57,50	8 points
€ 57,51 up to and including € 60,00	7 points
€ 60,01 up to and including € 62,50	6 points
€ 62,51 up to and including € 65,00	5 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

<b>Hourly rate of the team leader excluding Dutch VAT and (if applicable) including local foreign VAT</b>	<b>Awarded points</b>
≤ € 100,00	10 points
€ 95,01 up to and including € 100,00	9 points
€ 100,01 up to and including € 105,00	8 points
€ 105,01 up to and including € 110,00	7 points
€ 110,01 up to and including € 115,00	6 points
€ 115,01 up to and including € 120,00	5 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 at least 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 + prices/rates) 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 sub criterion 5.2.1. In the event that the highest scoring Tenderers also achieve an equal score for this sub criterion, 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(s) 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): [gert.goorhuis@rvo.nl](mailto:gert.goorhuis@rvo.nl)

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

If you have any functional or technical questions regarding TenderNed, you can contact the TenderNed service desk on weekdays between 08:30 and 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 Tendering 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 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.

### **7.3.11 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.

### **7.3.12 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.

### **7.3.13 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](#).
- 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.

### **7.3.14 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	Prices/rates included in the quotation	Fill in and add to TenderNed
Annex 6	Reference assignment(s)	Fill in and add to TenderNed
Award criteria	Provide your response per award criterion. Use separate documents for each award criterion and start each item on a new page in the same document. Provide your CV(s)	Add to TenderNed

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

### **7.3.15 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 Tendering 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.

### **7.3.16 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:

9. 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.
10. 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).
11. 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.

### **7.3.17 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.

### ***7.3.18 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.

### ***7.3.19 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.

### ***7.3.20 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.

### ***7.3.21 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.

### ***7.3.22 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.

### ***7.3.23 Request for supplementary information concerning the Tender***

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

### ***7.3.24 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.

## **Annexes**

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

- Annex 1: European Single Procurement Document
- Annex 2: Prices/Rates
- Annex 3a: Draft Contract
- Annex 3b: Data processing Agreement
- Annex 4: General Terms and conditions ARVODI-2018
- Annex 5: Complaints Procedure
- Annex 6: References assignment
- Annex 7: Risk Analysis