



# NZC CESF Procurement

**CESF Procurement Document to be published internally or externally for the purposes of procuring expert support for cities**

Date: 21 August 2024 (Updated: 10 September 2024)

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## Table of contents

1	Overview.....	3
1.1	Executive Summary.....	3
1.2	Timelines .....	3
1.3	About Climate-KIC .....	4
1.4	About NetZeroCities .....	4
1.4.1	NZC Climate City Contracts (CCC) .....	4
1.4.2	NZC Pilot Cities Programme .....	4
2	Confidentiality .....	5
3	Specification .....	6
3.1	Scope.....	6
3.2	Required Experience and Capabilities .....	8
3.3	Objectives .....	8
3.4	Deliverables .....	8
3.5	Eligibility .....	9
3.6	Sustainability.....	9
4	Contracting (third parties) .....	10
4.1	Payment & Invoicing .....	10
4.2	Contract Management .....	10
5	Award Criteria .....	11
5.1	Evaluation across quality criteria .....	11
5.2	Evaluation Criteria .....	11
5.2.1	Expertise / Experience (30%) .....	11
5.2.2	Capacity to Deliver (30%) .....	11
5.2.3	Price Criteria (40%) .....	12
6	Instruction to Bidders.....	13
6.1	Responding with your proposal .....	13
6.2	Quotation requirements .....	13
6.3	Terms of this RFP .....	14

## Abbreviations and acronyms

Acronym	Description
RFP	Request for Proposal
NZC	NetZeroCities
CESF	City Expert Support Facility
GARAC	Grant and Resource Allocation Committee
Urbanew	<a href="#">NetZeroCities Spain's Pilot Activity:</a> "Multi-stakeholder Innovative and Systemic Solutions for Urban Regeneration"
EU CINCO 2.0	EUropean Clities for Carbon Neutral Construction Project

# Request for Proposal

**For:** General Urban Spatial Plan update

**Date:** 23 August 2024 (Updated: 10.09.2024)

**Update:** On 10 September 2024, we extended the proposal submission deadline to 25 September 2024. This extension is due to clarification requests from interested parties, and the responses can be found in [this file](#).

## 1 Overview

### 1.1 Executive Summary

This is a Request for Proposal (RFP) that details Climate-KIC's requirements for services to support cities in the NetZeroCities programme, through the NZC City Expert Support Facility. Please treat this document in accordance with the confidentiality obligations detailed further in this document.

Services and/or goods requested	General Urban Spatial Plan update
The legal entity requesting these goods and/or services	Climate-KIC Holding B.V.
Services and/or goods will be delivered to the following locations	Vitoria-Gasteiz (Spain) Services will be delivered remotely to the following locations: <ul style="list-style-type: none"> <li>• Vitoria-Gasteiz</li> </ul> Some onsite services may be required at: <ul style="list-style-type: none"> <li>• Vitoria-Gasteiz</li> </ul>
Climate-KIC Contract Manager for submitting proposals and inquiries	Radka Reil CESF Manager <a href="mailto:CESF@netzerocities.eu">CESF@netzerocities.eu</a>
Proposed contract term for successful candidates	6 months, deliverables based

Table 1: Procurement executive summary

### 1.2 Timelines

Climate-KIC has set the following indicative timelines for this RFP:

Planned Date*	Milestones
23 August 2024	RFP issued to bidders
<del>10 September 2024</del> 25 September 2024	Bidders submit proposals / Submission Deadline
<del>September 2024</del> 7 October*	Proposed contract start date

Climate-KIC reserves the right to amend this timetable during the RFP.

\*check the Clarification Questions for more context

Table 2: Timeline table

If you have questions on the RFP, email the Contract Manager at least 3 business days before the submission deadline. We aim to respond in a timely manner wherever possible. To proceed, please submit a proposal following the requirements at Section 0 by the Submission Deadline stated at Section 1.2. Climate-KIC will assess bids and notify bidders following the timeline at Section 0.

## 1.3 About Climate-KIC

Climate-KIC is Europe's leading climate innovation agency and community, supporting cities, regions, countries and industries to meet their climate ambitions through systems innovation and place-based transformations.

Together with our partners, we generate, implement and integrate climate solutions by mobilising finance, testing business models, and opening pathways for institutional change and behavioural change. We orchestrate large-scale demonstrations that show what is possible when cycles of innovation and learning are deliberately designed to trigger exponential decarbonisation and build resilient communities. Climate-KIC is the project lead for NetZeroCities (NZC).

## 1.4 About NetZeroCities

**NetZeroCities** (NZC) is a project designed to help cities overcome the current structural, institutional, and cultural barriers they face to achieve climate neutrality by 2030. NZC recognises the need for cities to develop specific strategies that are tailored to suit local and regional contexts, and supports them by developing, promoting, and integrating new and existing tools, resources, and expertise into an online platform accessible to all cities (**Mission Platform**). The project – designed to **support cities that are part of the EU's Horizon 2020 and Horizon Europe supported Mission "100 Climate-Neutral and Smart Cities by 2030"** – tailors advanced capabilities related to systemic change, citizen engagement and democratic, participatory governance, capital and financial structuring, and social innovation, to ensure cities have access to expertise needed to address their challenges in becoming climate neutral.

### 1.4.1 NZC Climate City Contracts (CCC)

The **NZC Mission Platform** provides support in the co-creation of Climate City Contracts with local stakeholders and citizens. Drawing up, signing, and implementing Climate City Contracts is a central feature of the [EU Mission on 100 Climate Neutral and Smart Cities](#) by 2030. While not legally binding, these contracts represent a clear and highly visible political commitment. This commitment extends not only to the EC, national and regional authorities, but also to the citizens they serve. These contracts outline the city's path to achieve climate neutrality by 2030, accompanied by a comprehensive investment strategy.

### 1.4.2 NZC Pilot Cities Programme

The **NZC Pilot Cities Programme** supports large scale piloting activities to exploit, deploy, and scale R&I and systemic solutions combining social, cultural, technological, nature-based, regulatory, and financial innovation, and new business and governance models to underpin the climate transition. As such, the NZC Pilot Cities Programme and its subgrant-funded activities are an opportunity for Mission Cities to put into practise elements of their developing and/or finalised Climate City Contracts and the plans contained in them and learn by doing so in the process.

## 2 Confidentiality

All information provided in this Request for Proposal (hereinafter “RFP”) document and any information that may be subsequently disclosed during discussions, correspondence, and negotiations, is confidential and must not be disclosed to any other party or used for any other purpose whatsoever without the prior written permission of Climate-KIC Holding B.V. or relevant subsidiary (hereinafter “Climate-KIC”).

The Supplier must not disclose any such information, materials, specifications, or other documents to any third parties or to any other part of the Supplier’s group or use them for any purpose other than for the preparation and submission of a response to this RFP. The Supplier must not make any press announcements or publicise in any way Climate-KIC’s name, this document, the quotation process or any subsequent agreement without the prior written consent of Climate-KIC.

Climate-KIC may require the execution of Non-Disclosure Agreement as part of this RFP or for future commercial engagements. As part of preparation for the submission of the response and in any subsequent negotiations, the Supplier is allowed to disclose confidential information to others within the Supplier organisation, external advisors, or subcontractors, provided that the confidentiality conditions are adhered to.

Employees of either party who have access to confidential information must be notified of their obligations with regard to confidentiality and of the disciplinary proceedings which will result if confidentiality conditions are breached.

## 3 Specification

### 3.1 Scope

In the context of the city of Vitoria-Gasteiz' efforts in the EU Mission for 100 Climate Neutral Cities by 2030, and in particular the opportunity identified to align the city's ongoing *Plan General de Ordenación Urbana* (General Urban Spatial Plan) update with the Mission goals, NZC / Climate-KIC are requesting quotation for **urban planning expertise and process management services** from an organisation or individual who can work with the city of Vitoria-Gasteiz and supporting teams from NetZeroCities, Urbanew, and EU CINCO 2.0, as relevant, **to take charge of and facilitate** the process described below:

- (1) Sourcing and facilitation of **in-depth contribution of experts in the fields of urban planning** and related areas (mobility, material use, energy, land use, Nature-based Solutions, food systems etc.) in a day-long kick-off event, consisting of:
  - presenting the critical areas that need to be considered when exploring urban planning levers for climate neutrality and integration with related fields like climate adaptation, reducing embodied carbon, etc.
  - facilitated discussions or working sessions with Vitoria-Gasteiz representatives (with observer status and participation from other Spanish cities where relevant), so that the presented critical areas can be contextualised and prioritised according to aspects such as impact, feasibility, relevance to the Mission (and Mission activities such as the [Urbanew Pilot Cities Programme endeavour](#), where relevant), etc.

Presentations and ensuing discussion will take place in Spanish; as such, the presenters must be fluent in Spanish.

**When:** end of September 2024

- (2) **Identification, engagement, and coordination of locally led and embedded expert teams to participate in a multi-team process for detailed urban planning regulatory innovation work.** Selected expert teams will need to have demonstrable expertise in European, Spanish, and Basque Country legislation related to ecological and energy transition, decarbonization, and sustainability with in-depth contextual planning experience. Each team will be selected to work on one of the prioritised lines of work (3-5) based on their related expertise. Teams will be engaged to work towards concrete outputs, such as new or modified regulatory articles that can be included in the reviewed General Urban Plan (Plan General de Ordenación Urbana) of Vitoria-Gasteiz, alongside policy options for related policy fields that would interact with the General Plan and ensure its impact. These expert teams must have Spanish and Basque Country urban planning legislation expertise to ensure that resulting deliverables comply with all local regulations and standards.

**When:** Beginning once lines of work are prioritised (aim: October 2024) and ending in early December 2024

- (3) Graphic design, content and communication support for a manual for cities**, developed by the EU CINCO 2.0 team, that provides step-by-step guidance, and lessons learned for other cities wanting to follow a similar process (e.g. for use on NetZeroCities Portal).

We are open to suggestions from candidates on what form the support should take. It might focus more on content (providing photographs, preparing snapshot summaries or other material that documents the process), media (a social media campaign to support the manual's launch, supporting video or podcast content) or format (graphic design, editing, etc). The finalised scope is to be confirmed later with the relevant NetZeroCities consortium partners.

**When:** From January 2025

The successful bidder will be expected to successfully deliver the following **outputs**, considering Vitoria-Gasteiz's timelines, criteria and guidance:

**Target output:** Following completion of the kick-off event, a short list of up to 10 critical areas based on the presented key aspects that need to be considered in urban planning for climate neutrality, debated, contextualised and assessed in terms of impact and feasibility with local administration teams. These will later be prioritised by Vitoria-Gasteiz, with support from NetZeroCities / EU CINCO 2.0 partners to select 3-5 lines that will be developed in step (2).

**Considerations:** Vitoria-Gasteiz and supporting teams from NetZeroCities, Urbanew and EU CINCO 2.0, as relevant, will provide suggestions on themes and experts. Vitoria-Gasteiz will provide a list of municipal attendees to be invited and will need to confirm adequacy of dates.

**Target output:** A 2-3 month-long process (depending on when it starts) in which 3-5 locally embedded urban planning teams develop relevant deliverables (e.g. new urban planning articles or suggested changes for existing municipal regulation) for each of the 3-5 prioritised lines of work.

**Considerations:** The selected supplier/contractor will be expected to support the coordination and learning exchange meetings to ensure the coherence and complementarity of the different teams' work, with help from the team from NetZeroCities / EU CINCO 2.0 project, as relevant, and guidance from Vitoria-Gasteiz.

**Target output:** A guide that summarises the process and presents a synthesis of methodology and learning.

**Considerations:** The selected supplier/contractor will be expected to contribute graphic material (photographs or video) of the process and engage graphic design and/or communication experts where appropriate.

The proposal should consider the following:

- Steps (1) and (2) of the process need to happen before the end of 2024 so as to be incorporated in Vitoria-Gasteiz's Urban Planning review process where relevant. Step (3) (the manual for cities) is expected to happen once steps (1) and (2) are complete and does not have such strict timelines.
- The requested quotation must include all necessary expert support costs incurred to deliver the process outlined above, i.e. **including remuneration for expert presenters and urban planning teams.**

Climate-KIC reserves the right to award the contract to more than one third party supplier to achieve suitable capabilities for the scope of work described. Bidders are encouraged to make it clear in their proposal what expertise and services they can provide in line with the scope of work described, if not the whole scope.

### 3.2 Required Experience and Capabilities

A team or individual with the required expertise to successfully deliver the process described above: strong facilitation, event and process design and delivery experience, with good connections and an established network of actors in Spain, and the Basque Country in particular. Applicants with relevant urban planning, decarbonization and system-change knowledge will be prioritised.

The team or individuals delivering the services should be able to demonstrate the following experience and capabilities:

- Experience in facilitation, event and process design and delivery.
- Expert knowledge of the Spanish and Basque built environment, urban planning and climate action expert ecosystem
- Written and spoken local language competency in Spanish.

The supplier will ensure sufficient financial, economic, technical, and professional capacity to deliver the services in an efficient and effective manner.

### 3.3 Objectives

Proposals including complementary approaches or additional services to enhance the process described above would be welcomed, where they can contribute to the **objectives** of:

- Producing relevant and impactful new or modified articles included in Vitoria-Gasteiz's revised General Urban Plan to unlock emission reductions and thus support Mission efforts, being innovative within the framework of Spanish, Basque and local policy and regulatory parameters.
- Increasing understanding of urban planning implications in climate neutrality, how far a General Urban Plan can go and what other additional instruments within land use planning and adjacent / complementary policy fields are necessary - by both Vitoria-Gasteiz and other Spanish and Mission cities.
- New or strengthened relationships within the local practitioner and policy ecosystem, for further impact over time.
- The start of new lines of work continuing beyond this process and funding scope to overcome challenges and barriers to Mission objectives that have been identified through this work, such as in complementary / adjacent policy fields.

### 3.4 Deliverables

The following final deliverable is requested:

#### **NZC CESF Delivery Report**

Requirements:

- Upon completion of the delivery of support, the appointed service provider must submit the NZC CESF Delivery Report. This report should be validated by the city/ies in receipt of the support, as described in the Assignment contracted.

It is anticipated that additional deliverables will be agreed based on the required outputs during the contracting phase.



Report will be requested to be written at a suitably professional standard using a recognised (or specified) referencing style upon request. The reports are to be provided for unrestricted use by Climate-KIC and free from all third-party copyright restrictions. Climate-KIC will receive ownership of such work products and may make them available to other parties, publish online, or other at our discretion.

### 3.5 Eligibility

Climate-KIC reserve the right to reject proposals where the proposed supplier:

- Has insufficient technical, professional or financial capacity to deliver the services.
- Has been bankrupt or insolvent (last 7 years)
- Is sanctioned by a relevant authority
- Does not comply or has previously not complied with our [Ethical Standards for Contractual Counterparties](#)
- Has been convicted of crime, links to terrorism, breach of tax or social security obligations
- Is an individual prior employee of Climate-KIC or group entity (discretionary basis)
- Will continue to be a full-time employee of an EIT grant recipient or Climate-KIC partner during the contract term (discretionary basis)

If any of these scenarios apply, please make Climate-KIC aware in your submission.

### 3.6 Sustainability

In order to uphold our commitment to sustainability, Climate-KIC aims to minimise any negative impact we may have on the natural and built environment by effectively managing our resources.

In the efforts to procure in a sustainable manner with minimal impact, the following requests are made of the bidder:

- Where practical, the services are to be delivered digitally following a paperless policy
- For events and workshops, please strictly minimise the generation of waste. We ask our service providers to consider the greenhouse gas emissions from transport to our/city/partner offices and events. Cycling, walking, public transport and rail are preferable over air travel wherever possible.
- We love to hear what suppliers are doing to minimise impact. Feel encouraged to share your approach and policies if applicable.

## 4 Contracting (third parties)

The below is applicable for External Parties only, i.e. not a NZC Partner.

### 4.1 Payment & Invoicing

- Payments will be made following provision of a correctly rendered undisputed digital (via email) invoice to Climate-KIC. Climate-KIC contract manager will inform the successful bidder where to submit invoices.
- Payment terms associated with delivery of the goods and/or services must be not less than net 30 days.
- Climate-KIC can provide a purchase order number to be referenced on invoices.
- Where Climate-KIC is requesting services over longer periods of time, bidders can invoice in a pay as we go model (e.g. a consolidated invoice based on work completed or completion of deliverables) - to be clarified during contracting).
- Requests for deposit payments are generally not accepted.
- If the bidder is requesting any form of payment prior to delivery of goods and/or services, this must be raised with Climate-KIC.
- If submitting invoices for subscription services, please ensure these fees are itemised and priced at line level.

### 4.2 Contract Management

A one-off agreement is proposed for award of work.

Climate-KIC can share their standard terms and conditions and will consider the bidder's own terms and conditions on the basis that the bidder can incorporate the following:

- Climate-KIC requires that that service providers provide an indemnity to Climate-KIC for breach of third-party intellectual property rights;
- In addition, Climate-KIC will ask that service providers comply with the Ethical Standards for Climate-KIC Contractual Counterparties available at <https://www.climate-kic.org/policies>
- Service providers are required to comply with Climate-KIC's standard data protection clauses (can be provided in advance on request) and provide an indemnity for any breach;
- The liability of the service provider to Climate-KIC (and affiliates) to be uncapped in respect of breach of data protection clauses. For all other heads, liability of the service provider to Climate-KIC (and affiliates) may be capped at a reasonable multiple of fees not less than 2X. If applicable, Climate-KIC liability to service provider also be similarly capped;
- No indemnities extended by Climate-KIC to service providers.

## 5 Award Criteria

### 5.1 Evaluation across quality criteria

To ensure consistency across quality criteria evaluation, each criterion shall be scored on a scale of 0-5 using the following methodology. This score is to then be adjusted to align with the % weighting of the specific area being evaluated.

For example, if the specific criterion has a weighting of 15% and the supplier scores a 4 out of 5, the supplier will receive a weighted score of 12% for that specific criterion.

Score Awarded	Definitions	Commentary
0	An unacceptable response	No response at all or insufficient information provided in the response such that the solution is totally un-assessable and/or incomprehensible.
1	A poor response	Substantially unacceptable submission which fails in several significant areas to set out a solution that addresses and meets the requirements: little or no detail may (and, where evidence is required or necessary, no evidence) have been provided to support and demonstrate that the Bidder will be able to provide the services and/or considerable reservations as to the Bidder's proposals in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements.
2	A below expectation response	Weak submission which does not set out a solution that fully addresses and meets the requirements: response may be basic/ minimal with little or no detail (and, where evidence is required or necessary, with insufficient evidence) provided to support the solution and demonstrate that the Bidder will be able to provide the services and/or some reservations as to the Bidder's solution in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements.
3	A satisfactory response that meets expectations	Submission sets out a solution that largely addresses and meets the requirements, with some detail (or, where evidence is required or necessary, some relevant evidence) provided to support the solution; minor reservations or weakness in a few areas of the solution in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements.
4	A good response	Submission sets out a robust solution that fully addresses and meets the requirements, with full details (and, where evidence is required or necessary, full and relevant evidence) provided to support the solution; provides full confidence as to the relevant ability, understanding, expertise, skills and/or resources to deliver the requirements.
5	A very good response	Submission sets out a robust solution (as for a 4 score – above) and, in addition, provides or proposes additional value and/or elements of the solution which exceed the requirements in substance and outcomes in a manner acceptable to Climate-KIC; provides full confidence as to the relevant ability, understanding, expertise, skills and/or resources not only to deliver the requirements, but also exceed it as described.

Table 3 - Quality Criteria scoring table

### 5.2 Evaluation Criteria

#### 5.2.1 Expertise / Experience (30%)

Expertise and Experience as a criterion determines whether or not the proposed supplier is able to actually deliver the services. The questions to be asked and evaluated in this criterion are:

1. Relevant Experience – does the suppliers response show a history of delivering on projects like the package currently being evaluated? (20%).
2. Relevant Expertise – do the individuals proposed for the delivery of this work have the relevant qualifications required to deliver this work? (10%)

#### 5.2.2 Capacity to Deliver (30%)

Once it has been established that the supplier has the relevant expertise and experience, the next criteria examines whether the supplier has the capacity to take on the work. This criterion is to be addressed via the following questions:

1. Current Workload – The suppliers shall provide the current list of projects being delivered by the individuals proposed for this package, this shall include the effort required for existing work as a % of their time (20%).

2. Management Measures – The supplier shall provide detail into how they manage capacity issues as well as provide any additional resources or measures they have in place in the event of capacity issues, or if there is a need for scope increases or acceleration (10%).

### 5.2.3 Price Criteria (40%)

Price will consist of 40% of the evaluation weightings. The evaluation method will ensure that the lowest price total of the Pricing Schedule achieves the maximum available marks, with other Bidders scores calculated proportionately. The scoring methodology will be applied per pricing schedule section and combined to identify the overall lowest price submission. The lowest price submission will achieve the maximum available score with the other Bidders prices scoring points inversely proportionate to the lowest.

1. Pricing evaluation will follow the universally accepted formula of (Lowest Price / Tendered Price x Price Criteria Points (40)).
2. An example of how this formula operates in practice can be found below:

Description	Formula	Tenderer		
		T1	T2	T3
Tendered Price	A	€500	€490	€510
Lowest Price	B	€490		
Calculation	$C = B/A$	0.98	1.00	0.96
Convert to Points	$D = C \times 40^*$	39.20	40.00	38.43

\* The conversion to points will be based on the weighting attributed to price in the total evaluation.

Table 4 - Example scoring methodology for price lots

## 6 Instruction to Bidders

### 6.1 Responding with your proposal

Climate-KIC are requesting the following are submitted to bid on this contract:

1. **A Proposal** that sufficiently details the bidder's solution and responds to the prompts and requests contained in this RFP. The bidder is, amongst other items, also kindly asked to provide:
  - their trading name, VAT or tax identification number (if applicable) and registered trading address (*please note, address is not required for an individual*).
  - website links to examples of work previously performed by the bidder if applicable (e.g. portfolios, work products or other).
  - professional references that can be reached by Climate-KIC to verify previous services delivery.
2. **A Quotation** that meets the requirements described at Section 6.2
3. **Resumes** of individuals that will be assigned to conduct the services described in this document.

Climate-KIC reserves the right to reject RFP responses that do not confirm with these guidelines. All responses shall be made to the Contract Manager (refer Section 1.1) via electronic copy, at [CESF@netzerocities.eu](mailto:CESF@netzerocities.eu)

### 6.2 Quotation requirements

Climate-KIC request that bidders quote in the following manner, as appropriate to delivery of the services:

- Please provide itemised quotations in Euros and specify if the quote includes / excludes VAT or any other taxes;
- 1.1 Provide a rate card for relevant grades of employment that will be conducting services (e.g. day rate) instead of averaged rates. These may be used for additional services.
- The quotation is requested to include a month-by-month resource plan with resolution on role title, days and day rates to reach a total proposed labour cost. Please refer Table 5 as an example.
- For External Suppliers (Non-NZC Consortium): Travel and subsistence for these services are strictly limited. Domestic travel and subsistence will not be reimbursed unless agreed in advance and in writing with Climate-KIC. If you require international transport and/or accommodation, please make this clear and estimate costs in your quotation. Time for travel will not be billable hours.
- Include all applicable costs or charges associated with providing the goods and/or services in your quotation.
- Please quote on a company letterhead or similar company form where possible with the resolution described in Table 5 at a minimum. Where a resource plan can be provided or explicitly requested, please refer the example in Table 6.

**Table 5: Provided quotations to include the following details**

<b>Item and unit cost (in Euros excluding VAT)</b>
Services ... as per Section 3.1
Deliverable 1 of ... as per Section 3.4
Deliverable 2 of ... as per Section 3.4
Deliverable 3 of ... as per Section 3.4
License fees (per user per month/annum, and in aggregate) if applicable
TOTAL (if applicable)
<b>Rate card for services (per day/hour, in Euros excluding VAT):</b>

Item and unit cost (in Euros excluding VAT)
Assistant – XX / day
Officer – XX / day
Specialist - XX / day
Project coordinator – XX / day
Consultant – XX/day
Principal consultant – XX/day
Partner – XX/day
...

Table 6: Example resource-based quotation for proposed labour

Section	Area	Resource	Task	Quantity (days)	Resource day rate (EUR excl. VAT)	Subtotal cost (EUR excl. VAT)
Service delivery	Workshop facilitation	e.g. Facilitator	e.g. Workshop preparation and delivery	e.g. 3	e.g. € XX.00	e.g. € XX.00
		e.g. Facilitator's assistant	e.g. Workshop delivery support	e.g. 1	e.g. € XX.00	e.g. € XX.00
...	...	...	...	...	...	...
Grand total						€ XX.00

### 6.3 Terms of this RFP

1. Your proposal should be submitted according to the instructions as detailed in this section and should be valid for a period of at least six (6) months from the bid due date. Any proposal submitted outside the scope defined may be rejected without provision for re-submission.
2. Any further information pertaining to this RFP, of whatever nature, must be directed to the Contract Manager detailed in Section 1.1. If a point of clarification materially affects the RFP, our response will be circulated to all bidders, otherwise the response will only be sent to the bidder seeking clarification.
3. If any doubt exists concerning any element of this RFP, a clear statement should be made on the assumptions taken to arrive at your quoted costs, or alternatively contact us prior to submitting your proposal to seek clarification.
4. Entering into contractual arrangements with Climate-KIC in connection with this RFP does not guarantee work will be awarded.
5. Climate-KIC/GARAC reserves the right to reject any proposal(s) received after the submission date/time.
6. Climate-KIC/GARAC reserves the right to undertake post-bid negotiations with none, all or a shortlist of bidders.
7. Climate-KIC/GARAC, at its sole discretion, reserves the right to accept or reject any or all of the proposals received and not to award any business and shall not be bound to give reasons for any decision. Only the execution of a written agreement between a Climate-KIC entity and a supplier(s) will obligate a Climate-KIC entity in accordance with the terms and conditions contained in such agreement.
8. Climate-KIC reserves the right to procure services from alternative suppliers(s) where the successful bidder is, or becomes, uncompetitive within the market. However, issues over pricing and specification will be resolved through discussion and mutual agreement between Climate-KIC and the supplier.
9. Bidders are required to email soft copies of their proposal to the Contract Manager detailed in Section 1.1 based on the timeline at Section 0.

10. As per above and where applicable, bidders must acknowledge receipt of this RFP by return email to the Contract Manager detailed in Section 1.1 confirming whether they intend to submit a proposal by the Submission Deadline.
11. This RFP does not commit or obligate any Climate-KIC company to pay any expenses incurred by you in the preparation of your Proposal. All such expenses are solely at the risk of the bidder and by submitting a proposal you automatically agree that proposal becomes the property of Climate-KIC.
12. Proposals are to be kept as clear and concise as possible and should be sequenced and numbered in accordance with the format of this RFP.
13. The formatting of this document and the attached response document should not be altered.
14. Whilst this RFP confers no legal rights on its addressees, it is not intended that any other persons acquire rights or obligations in respect of or arising under it.
15. Unsuccessful bidders agree, by the submission of their proposals, to return to Climate-KIC this RFP and any and all papers, records, data and materials supplied to them in connection with it, including all copies made by them.
16. This RFP is for consideration in whole and not in part or parts unless otherwise indicated.
17. All efforts have been made to ensure the accuracy and validity of information contained in this RFP. However, Climate-KIC does not warrant the information accurate or comprehensive.