



## NZC CESF Procurement RFP

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

**SGA-MCCC-015-Porto**

Date: 17.06.2025 (updated 04 July 2025)

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## Abbreviations and acronyms

Acronym	Description
NZC	NetZeroCities
CESF	City Expert Support Facility
RFP	Request for Proposal
GARAC	Grant and Resource Allocation Committee

# Request for Proposal

**For:** Legal advisory for the design and launch of a municipal Energy Fund in Porto

**Date:** 17 June 2025 (updated 04 July 2025)

**Update (04.07.2025):** Adjusted timeline of delivery. Added one month of flexibility (possible start date in September) if necessary.

## 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	Legal advisory for the design and launch of a municipal Energy Fund in Porto aiming to improve energy efficiency and increase renewable energy production in residential dwellings and commercial spaces in the metropolitan area and mitigate energy poverty among vulnerable communities in the region.
The legal entity requesting these goods and/or services	Stitching Climate-KIC International Foundation
Services and/or goods will be delivered to the following locations	Services will be delivered remotely to the following locations: <ul style="list-style-type: none"> <li>• Porto</li> </ul> Some onsite services may be required at: <ul style="list-style-type: none"> <li>• Porto</li> </ul>
Climate-KIC Contract Manager for submitting proposals and inquiries	Luisa Carretti and Mateusz Hoffmann CESF Manager <a href="mailto:CESF@netzerocities.eu">CESF@netzerocities.eu</a>
Proposed contract term for successful candidates	4 months until <del>October 2025</del> <b>November 2025</b>

Table 1: Procurement executive summary

### 1.2 Timelines

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

Planned Date*	Milestones
24 June 2025	RFP issued to bidders
3 July 2025	Deadline to submit questions
14 July (23:59 CET)	Bidders submit proposals / <b>Submission Deadline</b>
late-July 2025	Assessment results announcement (subject to finished evaluations and selection of a winner)
early August 2025	Proposed contract start date. <b>If necessary, start date can be moved to September, with all the corresponding deliverables.</b>

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

Table 2: Timeline table

Should you have any inquiries regarding the Request for Proposal (RFP), please submit them via email to [CESF@netzerocities.eu](mailto:CESF@netzerocities.eu) by the deadline specified in the table above. We aim to respond in a timely manner wherever possible. To proceed, please submit a proposal following the requirements at Section 6 by the Submission Deadline stated at Section 1.2. NetZeroCities team will assess bids and notify bidders following the timeline at Section 1.2.

## 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.

**CoP Procurement document (document):**

## 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 (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.

The scoring information (includes price) and the successful proposal will be shared with the City that is the beneficiary of the contract prior to contract execution. The unsuccessful proposals may also be shared with the city for feedback. Please make Climate-KIC aware if there are any potential issues with the dissemination of your proposal for the purposes of informing the city of the outcome.

## 3 Specification

### 3.1 Scope

Climate KIC, acting on behalf of NetZeroCities is requesting quotation for legal advisory for the design and launch of a **municipal Energy Fund in Porto** aiming to improve energy efficiency and increase renewable energy production in residential dwellings and commercial spaces in the metropolitan area and mitigate energy poverty among vulnerable communities in the region. This fund will be technically managed by **AdEPorto – Porto Energy Agency**, in collaboration with Porto Municipality. AdEPorto is a non-profit association established in 2007, which promotes sustainable development in the northern part of the Porto Metropolitan Area and financed by municipal public capital and private investment.

The envisaged support for the creation of the Porto Energy Fund is expected to generate substantial positive impacts across multiple dimensions, reinforcing the city's Climate City Contract commitments and accelerating progress toward carbon neutrality by 2030. This will lead to:

- Acceleration of energy efficiency and building renovation;
- Expansion of renewable energy production and self-consumption;
- Strengthening of social equity and energy poverty reduction.

The support requested involves legal structuring, advising and compliance with Portuguese and European Legislation as well as the drafting of the necessary legal documents and contracts to operationalise the Fund.

The fund structuring and development will follow the milestones identified below:

Milestone	Time frame
Regulatory and governance review	Q3 2025
Fund legal models and contracts finalized	Q4 2025

The selected bidder is expected to engage with experts from the NetZeroCities consortium as well as engaging with the City and its key stakeholders, namely Porto Energy Agency (AdEPorto). NetZeroCities experts (who are resourced already and do not have to be represented in a financial offer) are to be engaged (together with the City) on baseline briefings, the overarching strategic approach within which this assignment takes place, as well as for sharing good practices from other cities, where relevant.

#### What is out of scope for the Legal Support

- The legal support provider will not be responsible for the following:
- **Fund Operational Deployment:** The legal advisor is not expected to design or implement IT systems, digital platforms (including the one-stop-shop), user interfaces, recruitment, or provide day-to-day administrative services for the fund.
- **Financial Engineering and Negotiation:** The structuring of financial products (e.g. grants, guarantees, loans) and direct negotiation with banks or private financiers will be led by other technical or financial partners. However, the legal advisor shall provide legal validation and model contract templates where relevant.
- **Political Approval or Budget Allocation:** While legal documents and compliance guidance will be provided, securing political endorsement, council approval, and internal municipal budget allocation remains under the responsibility of the City of Porto.
- **Long-Term Monitoring and Evaluation:** Design and implementation of monitoring frameworks, impact indicators, and post-launch follow-up are outside the legal scope and fall under the responsibility of AdEPorto and operational partners.
- **Execution of Stakeholder Agreements:** While the legal advisor will develop and provide model contracts and legal templates, the final negotiation and formalisation of agreements with stakeholders (e.g. banks, energy agencies, community groups) will be conducted by the City of Porto or AdEPorto, while supervised and supported by the legal advisor.

Those responsibilities are distributed across other supporting entities. The Cities Mission Capital Hub is primarily responsible for developing the financial instruments, including designing the tiered support structure and securing private capital, which the legal team procured via present RfP complements by ensuring legal soundness and compliance of those structures. The broader NetZeroCities Initiative, via the Energy and Just Transition Domain Working Groups, supporting AdEPorto with technical knowledge, strategic guidance, and sharing good practices from across the EU. Meanwhile, AdEPorto leads the overall design and management of the Fund. Its tasks include engaging stakeholders, developing operational systems, overseeing the pilot and full-scale rollout, conducting public communications, and ensuring long-term sustainability. Together, this coordinated approach ensures that each partner contributes within their area of strength while maintaining legal, financial, and operational coherence.

## 3.2 Required Experience and Capabilities

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

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

- Proven experience in establishing financial instruments in Portugal (ideally climate-related).
- Legal expertise in PPPs and EU State Aid rules.
- Proficiency in Portuguese.
- Demonstrated ability to work with municipalities and public bodies (desirable).
- Proven knowledge of Portuguese municipal law, relevant EU regulatory frameworks, and the provision of legal advice for public-private partnerships or municipal funds, preferably in the fields of energy or climate-related initiatives.

## 3.3 Methodology

The service provider is asked to adopt a suitable and professionally accepted methodology to deliver the services. The methodology should consider:

- Tailored, context-sensitive solutions adapted to Portuguese regulatory context.
- Evidence-based and benchmarked against EU cities with similar instruments.

Effort in working days/person months estimated to deliver the defined support is estimated 75 person-days, broken down as below:

<b>1. Inception and Regulatory Review</b>	Initial meetings with Porto Municipality and AdEPorto; detailed review of applicable EU and Portuguese regulations; mapping of governance and legal constraints.
<b>2. Legal Framework Design</b>	Development of the fund's legal structure; compliance advisory on GDPR, tax, and procurement; stakeholder consultation and iterative revisions.
<b>2. Benchmarking analysis</b>	Analysis on current practices in Europe and beyond to benchmark the Porto Energy fund against its peers.
<b>4. Drafting Legal Documents &amp; Contracts</b>	Preparation of template contracts and fund documentation, including governance rules, stakeholder agreements, data protection clauses, and procurement protocols.
<b>5. Validation &amp; Feedback Loop</b>	Review sessions with city stakeholders and NZC experts; adjustments based on feedback; alignment with strategic goals and pilot context.
<b>6. Contracting Toolkit Preparation</b>	Packaging of finalized legal templates, compliance checklists, and operational guidance for municipal staff use; usability review and adaptation.



<b>7. Project Management &amp; Coordination</b>	Ongoing coordination with AdEPorto, NZC consortium, and other stakeholders; scheduling, documentation, and reporting during the assignment period.
<b>8. Final CESF Delivery Report</b>	Preparation of the official CESF Delivery Report summarizing work conducted, outcomes, tools delivered, and follow-on recommendations.

### 3.4 Objectives

- Ensure the development and launch of a legally-sound Porto Energy Fund, compliant with Portuguese and EU legislation.

### 3.5 Deliverables

The following deliverables are requested:

#### **Deliverable 1: Benchmarking and Legal Mapping Report**

**Deadline:** ~~30 July 2025~~ **31 August 2025**

Requirements: A comprehensive report including:

- A benchmarking analysis of Energy Fund models implemented or under development in Europe and internationally, focusing on:
  - Legal and institutional structures;
  - Types of beneficiaries and intervention areas (energy efficiency, renewable energy production, sustainable mobility);
  - Types and sources of financing (public capital, private investment, blended financial instruments).
- An in-depth legal mapping of the Portuguese regulatory framework applicable to the creation and operation of a Municipal Energy Fund, covering:
  - Public procurement rules, state aid regulations, taxation, data protection, and other relevant legal instruments;
  - Legal conditions for the participation of private and intermediary entities (banks, ESCOs, NGOs, energy agencies);
  - Identification of relevant national examples or precedents (e.g., Urban Rehabilitation Funds, regional programmes, SPVs for energy projects).

#### **Deliverable 2: Legal Architecture and Governance Models of the Fund**

**Deadline:** ~~15 September 2025~~ **15 October 2025**

Requirements:

A structured legal framework that will:

- Define the legal and governance structure for the fund's operation, ensuring participation from public and private stakeholders and inclusiveness towards vulnerable groups at risk of energy poverty;
- Include a comparative analysis of alternative legal and operational models for the fund, such as:
  - Direct operation by the Municipality;
  - Management by a public agency or energy agency;
  - Creation of a special purpose vehicle (SPV) with public or mixed capital;
  - Public-private partnerships;
- Include all necessary documentation for approval of the fund's public component by the Municipality (e.g., draft municipal resolutions, regulations, legal opinions);
- Outline legal pathways for mobilising private capital and contracting with financial institutions, ESCOs, and other stakeholders.

#### **Deliverable 3: Contracting and Operational Toolkit**

**Deadline:** ~~15 October 2025~~ **15 November**

Requirements:

A complete and modular set of legal templates and tools to support the operation of the fund, including:

- Standard contracts for providing support to beneficiaries (households, SMEs, NGOs, etc.);
- Standard contracts with suppliers of energy-related goods and services;
- Agreements with intermediary entities (such as energy agencies or social organisations);
- Legal frameworks for engaging private investors and financial institutions;
- Guidance on compliance with data protection (GDPR), taxation, public procurement, and state aid rules;
- A user-oriented operational guide to support municipal staff in managing the fund.

#### **Deliverable 4: Legal Roadmap Report**

**Deadline:** ~~30 October 2025~~ **30 November 2025**

A final report summarising:

- All legal analyses conducted, documentation developed, and operational models assessed;
- A proposed legal and institutional roadmap for the implementation and scaling of the Porto Energy Fund;
- Legal risk assessment and corresponding mitigation strategies;
- Follow-up steps for alignment with NetZeroCities services and the EU Cities Mission Platform.

#### **Deliverable 5 (Mandatory): CESF Delivery Report and Legal Roadmap Report**

**Deadline:** ~~mid-November 2025~~ **mid-December 2025**

Requirements: Upon completion of the delivery of support, the appointed provider must submit the CESF Delivery Report. This report should be validated by the city in receipt of the support, as described in the Assignment contracted. It should serve as a brief but comprehensive report summarizing the entire process, outcomes and learnings, and any identified follow-on actions, next steps and/or deployment of/connectivity to NetZeroCities and Mission Platform services and offers.

Report will be requested to be written at a suitably professional standard using a recognised (or specified) referencing style upon request. The report is 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 it available to other parties, publish online, or other at our discretion.

**Update (04.07):** If necessary, start date can be moved to September, with all the corresponding deliverables.

## 3.6 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)
- **Has a price more than the Public Procurement Directive threshold, currently EURO 221,000. Bids of this size cannot be accepted under this procurement process.**

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

### 3.7 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.
4. The total submission (including attachments) must not exceed 30 pages total.

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 via electronic copy, at [CESF@netzerocities.eu](mailto:CESF@netzerocities.eu)

### 6.2 Quotation requirements

1. Please provide a fully itemised quotation in Euros, detailing all applicable costs related to the assignment. The quotation must specify:
  - Whether prices are inclusive or exclusive of VAT.
  - The supplier's VAT number, including country code, if applicable.
  - Whether the reverse charge mechanism is expected to apply.
2. To enable Climate-KIC to assess the financial and tax implications of your bid, please also confirm the following:
  - If you do not intend to charge VAT, briefly confirm whether the reverse charge mechanism applies and provide a short explanation (e.g., intra-EU B2B supply of services under Article 196 of the EU VAT Directive).
  - If you do intend to charge VAT, specify the VAT rate and, if you are based in a different EU country than the Netherlands, briefly explain why the reverse charge mechanism does not apply under your national legislation.
3. Please note: The correct application of VAT and related legislation is the sole responsibility of the supplier. Climate-KIC reserves the right to request supporting documentation or legal clarification regarding VAT treatment at the contracting stage.
4. Provide a rate card that specifies roles and their daily/hourly rates for all personnel involved in providing services (e.g., Project Manager, Technical Expert, Analyst, Lawyer, etc.). Avoid average or mixed rates.
5. Describe clearly your approach to coordinate with AdEPorto, Porto Municipality and Net Zero Cities consortium experts during the assignment.
6. Provide references or case studies from relevant legal advisory assignments supporting the establishment of financial instruments, energy transition projects or equivalent EU-funded initiatives.
7. Include a weekly or monthly resource plan, broken down by role, number of days and daily rates. Clearly indicate the delivery schedule and allocation of human resources throughout the project life cycle by referencing the required deliverables. Refer to table 5. Clearly distinguish any optional services or value/added components of the offering. Price these services separately and mark them as "optional".
8. Provide a detailed quote that specifics all applicable costs related to the assignment. Associate cost items with each deliverable, work package, or service activity, as defined in the scope of work (refer to Table 3). Provide a summary table of the total proposed cost,

indicating all direct and indirect charges. The rates and prices indicated in the quote are fixed and not subject to revision for the entire duration of the contract.

9. 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.
10. Please submit your quote on official company letterhead or a formal company document, in English. The quote should be submitted in PDF format. The quote shall include: company name, address and VAT/TAX code, contact details, date of submission, name and role of the authorized signatory.
11. The quotation should remain valid at least 90 calendar days from the submission deadline.
12. Climate-KIC encourages environmentally sustainable business practices. Within the quote, where possible, suppliers are encouraged to indicate any sustainable approaches (i.e. digital documentation, remote collaboration) that can reduce the environmental impact during the provision of services.

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

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