



Tender Document

Invitation to tender in accordance with the European open procedure for the services of a Communications adviser for the programme Valuing Water Initiative

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Definition of terms

Tendering authority	the Netherlands Enterprise Agency (RVO), an agency of the Ministry of Economic Affairs and Climate Policy
Tender Document	This document and all of its annexes.
Public Procurement Act	The Public Procurement Act 2012 (<i>Aanbestedingswet 2012</i>)
General Government Terms and Conditions	General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI-2018: <i>Algemene</i>

Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten)

Most Economically Advantageous Tender	The Tender that achieves the highest definitive total score based on the best price-quality ratio
Suitability requirements	The requirements with which Tenderers must comply in order to be eligible to win the tender.
Tenderer	An entrepreneur or entrepreneurs who have submitted a Tender or is/are planning to submit a Tender. In this document, the word 'you' is taken to mean the Tenderer.
Tender	A quotation submitted by the Tenderer in response to this Tender Document.
IUC-EZK	The Procurement Office (IUC) of the Ministry of Economic Affairs and Climate Policy (EZK) – part of the Netherlands Enterprise Agency (RVO.nl), which in turn is part of the Ministry of Economic Affairs and Climate Policy – will serve as process manager during this tendering process.
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.
Contracting Authority	The State of the Netherlands, represented by the Minister/State Secretary of Economic Affairs and Climate Policy who concludes the Contract with the Contractor on behalf of the Contracting Authority
Contractor	The party with whom the Contracting Authority concludes the Contract.
Contract	The written agreement between the Contracting Authority and the Contractor in which the conditions of the assignment are recorded.
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.
Uniform Single Procurement Document	A statement in which the Tenderer declares his compliance with the requirements specified in this document.
VWI	Valuing Water Initiative

1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure for the services of a Communications adviser for the programme Valuing Water Initiative.

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

1.1 Tendering Authority and IUC-EZK

This tendering process is being conducted on the instructions of the Netherlands Enterprise Agency (RVO). IUC-EZK will act as process manager during this tendering process.

1.2 Reason for this invitation to tender

The Valuing Water Initiative (VWI) is fundamentally a collaborative initiative, looking for synergy with relevant other initiatives. Communication is therefore a core component of the VWI. The initiative is built around four pillars, which represent four strategic areas of intervention and activities. Under its forth pillar "Action through inspiration", the VWI is aiming at contracting an individual specialised in communications who can develop, implement and manage the initiative's communication plan.

1.3 Time schedule

The schedule below applies to this tendering process.

3 July 2020	Issuing of publication, start of tendering period.
3 August	Closure of round of questions: deadline for the Tenderer to submit questions regarding this Tender Document and the Contract (including the general terms and conditions) and/or proposals for textual amendments to the draft Contract (including the general terms and conditions).
7 August	Issuing of Memorandum of Information with answers to the questions.
21 August 13.00 Hrs Central European Time	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.
Week 35 up to and including week 36.	Assessment of Tenders.
9 September	Announcement of the award of the Contract.
30 September	Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract.
30 September	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
beginning of October	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 Background

In July 2018, the United Nations High-Level Political Forum concluded that the world is off-track to meet the sustainable development goal on water and sanitation (SDG 6).

It is in this context that the High-Level Panel on Water (HLPW)¹ recommended that we all need to understand, value and manage water better. The HLPW defined five principles to value water better² and triggered the Valuing Water Initiative (VWI)³ to put these into practice. This initiative aims to generate experience regarding how to “sustainably, efficiently, and inclusively allocate and manage water resources and deliver and price water services accordingly” (HLPW, 2018).

VWI believes that societal norms, systems, and behaviours around the way we (as individuals, governments, companies) value water must change. VWI is fundamentally a collaborative initiative, looking for synergy with relevant other initiatives, many of which may not explicitly address water. The initiative adapts and grows through experience and learning and is built around four pillars, which represent four strategic areas of intervention and activities:

5 Principles to value water



Recognize and embrace water's multiple values to different groups and interests in all decisions affecting water;



Reconcile values and build trust – conduct all processes to reconcile values in ways that are equitable, transparent and inclusive;



Protect the sources, including watersheds, rivers, aquifers, associated ecosystems, and used water flows for current and future generations;



Educate to empower – promote education and awareness among all stakeholders about the intrinsic value of water and its essential role in all aspects of life;



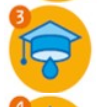
Invest and innovate – ensure adequate investment in institutions, infrastructure, information and innovation to realize the many benefits derived from water and reduce risks.



VWI Journeys: Demonstrate 4-5 practical applications of the valuing water principles to policy, business practices and behaviour across contexts, sectors, organizations and companies.



Leadership by example: Develop a Leadership Coalition of frontrunners who commit to learning how to apply the valuing water principles and share their learnings.



VWI's Learning Platform: Develop a knowledge platform which hosts both relevant knowledge inputs to support VWI and learnings and best practices to value water.



Action through Inspiration: Mobilize effective communication to inspire others to act through inspiration, influence and collaboration.

With the recent societal developments around COVID-19, communications have been centred on the topic. Society is in general currently focused on very specific priorities and shifting attention and long term commitment to sustainability topics seem even more challenging than before. Simultaneously, the Valuing Water Initiative is in its early stages and therefore evolving and also adapting to the current and constantly evolving societal context.

The Valuing Water Initiative mandate, as set out by the Dutch government, lasts until the end of 2022. By then it is expected that the initiative is passed on to or is embraced by others. Therefore,

¹ <https://sustainabledevelopment.un.org/HLPWater>

² https://sustainabledevelopment.un.org/content/documents/17825HLPW_Outcome.pdf

³ <https://www.government.nl/topics/water-management/valuing-water-initiative>

it is essential that during the coming two years, VWI's messages have been effectively communicated through a robust communication strategy.

VWI's fourth pillar "Action Through Inspiration" will be implemented through two workstreams:

1. Movement towards valuing water	2. VWI communications
<p>Aim: Use the valuing water framing in a way that can demonstrate what it means, what it stands for, what it aims at and inspire others to want to want to value water.</p> <p>Ownership: The movement will not be owned by VWI or any other single entity . It will require new types of partnerships and will aim at inspiring others (all) to join.</p> <p>Process: The movement will be promoted through a specific assignment for which a tender is expected to be launched soon. Through the tender VWI aims at identifying an entity to provide it with "kick starter" funds which will help it to identify and mobilize experts and contributors to join the effort of creating a communications' movement which can grow organically on its own, beyond the assignment. VWI will also allocate a budget for the required products and services identified to accelerate this movement.</p>	<p>Aim: Highlight and make visible VWI's programme, its achievements, its partners' achievements, and build honest and inspiring communication so others want to join us. Be the VWI's representative in the communications Movement towards valuing water, supporting its implementation as well as other relevant campaigns and movements in line with VWI's mission.</p> <p>Ownership: VWI will be the owner.</p> <p>Process: VWI communications strategy will be defined and executed by a communications professional, under the supervision of VWI lead and in collaboration with the VWI executive team.</p>

The VWI is aiming at contracting an individual specialised in communications who can develop, execute and manage the second workstream of *Action through inspiration pillar: VWI communications*. Such assignment is the focus of the current Terms of Reference.

2.2 Aim of the assignment

The aim of the assignment is to develop, implement and manage a communications plan with the following goals:

1. Brand, promote and disseminate the VWI and its goals and mission;
2. Promote and disseminate the VWI's programme implementation activities and VWI's partners' initiatives, aiming at inspiring others to join efforts and collaborate on valuing water;
3. Be the VWI's representative in the communications Movement towards valuing water, supporting its implementation;
4. Support the dissemination of any relevant messages, initiatives, campaigns in line with VWI's mission.

2.3 Responsibilities and outputs

The communications adviser will respond to VWI's Lead, work closely and in liaison with VWI's team, and be responsible for the development of VWI's communication plan and the management of the plan's outputs and activities, in line with the above mentioned goals.

Communications plan

The communications plan will need to clearly define VWI's branding and communications goals, and the programs and activities to achieve such goals, including expected outputs and achievements. This will involve:

- Think big and think creatively on how to achieve the maximum impact.

- Identification of target audiences/actors/stakeholders at international/global level and when relevant, locally.
- Use expertise and contacts to determine how the valuing water message can be framed to receive the attention of the selected target groups.
- Communication objectives, programs and means for each of the target audiences/groups.
- Identification of appropriate communication channels and methods, key events and reports, which fit within VWI's resources and that will promote effective engagement with the different audiences and partners.
- Development of key messages for circulation and reproduction in social media and public content.
- Development of monitoring indicators and evaluation tools and activities to measure communications' impacts on the planned goals.
- Identify and advise on the full contingent of relevant, potential partners for implementation of this strategy, including systems design thinkers, creatives, campaigners, visual design experts, social network professionals, social hackers, etc.

Management of the strategy's outputs and activities:

The communications' adviser will oversee delivery and management of the communication plan, including:

- 1) Essential communication products
 - a) Identification which products/means needed to effectively meet the goals of the assignment.
 - b) Identification of potential service providers, support to required market consultations and management of suppliers, for the several services and materials needed for the accomplishment of the tasks within the assignment.
 - c) Definition of the deadlines, identification of partners and appropriate moments of launching each product so that their take-up is effective.
- 2) Events and partnership development
 - a) Identification of moments for VWI events and participation in other events, along with support from getting "spots", arranging partners to execute, finding advertisement opportunities and ensuring key positioning messages.
 - b) Work with VWI partners when needed to leverage their content and help bring more clarity and inspiration for valuing water.
 - c) Guide and implement VWI's desire to identify "atypical" targets who are essential for bringing systemic change to valuing water and build and disseminate content to inspire them to join us.
 - d) Facilitation of and alignment with other relevant communication initiatives, campaigns, messages or initiatives in line with VWI's mission.
 - e) Regular consultation to VWI Lead and team on the convening and activities of important VWI stakeholders.
 - f) Convening of stakeholders via events, workshops, and other efforts for positioning and supporting learning and collaboration.
- 3) Programming
 - a) Continuous communication of the VWI's programme implementation activities and VWI's partners' initiatives
 - b) Represent VWI in the communications Movement towards valuing water, supporting its implementation
 - c) Positioning and deliver on communications for Year 2021 - Year of Valuing Water

2.4 Lots

The invitation to tender has not been divided into lots, because it is one assignment with interconnected services.

2.5 Contract Period

The Contracting Authority intends to conclude a Contract for a period of **22 months**.

2.6 Scope of the assignment

The maximum budget for the assignment is **EUR 200,000.- excluding VAT**.

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

It is possible that the services specified in the contract may change in the event of political, budgetary, administrative or organisational developments within the Dutch government and the Contracting Authority's expansion or contraction resulting from this, or changes to the Contracting Authority's position within the government or to the targets that must be met. In the event such circumstances occur, the Contracting Authority will consult with the Contractor.

3. Requirements to this assignment

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

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

3.1 Requirements relating to the Requested Services (RS)

RS1	The contractor is expected to remain flexible, within reason, in relation to the means to achieve the assignment's goals.
RS2	The Contractor is expected, when needed, to bring in valuable partners who will help to achieve the goals of the assignment and its deliverables with the highest level of market standards and integrity.
RS3	In case reports or other deliverables are not accepted, with reason by the Contracting Authority, the Contractor will bring the necessary adaptations without impacting the general planning and without any additional costs.
RS4	All reports and all other documentation elaborated or adapted by the Contractor must be delivered in editable electronic version to the Contracting Authority.
RS5	All intermediary and final documentation will be written in the English language, unless otherwise agreed between the Contractor and the Contracting Authority.
RS6	The Contractor will inform the Contracting Authority on the progress of the execution of the assignment, including on the amount of time spent in the execution of the assignment, on a monthly basis.
RS7	The Contractor will inform the Contracting Authority immediately in case it expects a negative impact on the results of the assignment, for instance because one or more tasks cannot be executed according to the agreed plan, or with due attention or expected accuracy, or according to the agreed approach.
RS8	The Contractor can propose modifications of specific aspects of the original agreement, with a clear statement of the modifications proposed, the reasoning behind the proposed modifications and their consequences.
RS9	All products and information of the assignment may be publicly disclosed and it will be up to the Contracting Authority to decide when and by which means that will happen.
RS10	The Contractor will maintain proactive relationships with other projects, initiatives and activities related to the Valuing Water Initiative.

3.2 Requirements relating to the prices/rates

- 3.2.1 The Tenderer will provide an overview of the prices and rates applicable to this in euro.
- 3.2.2 The price/rates must include wage, costs of using regular working premises and equipment during the assignment, insurance costs, any applicable costs for invoicing, costs due to currency exchange or Contractor's bank fees.
- 3.2.3 The Tenderer will not submit any zero or negative prices/rates.
- 3.2.4 the Tenderer will provide a budget with fixed hourly/daily rates, specified according to the various duties. The Tenderer will charge on the basis of actual realised costs up to the maximum total price.

3.3 Tax-related requirements

3.3.1 The Tenderer indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (*Belastingdienst*) or other tax authorities.

3.3.2 The Tenderer will quote the prices according to the following structure:

- the amount excluding Dutch VAT and any VAT due outside the EU;
- the amount of Dutch VAT due (if applicable) and the amount of any VAT due outside the EU, and;
- the amount including Dutch VAT (if applicable) and any VAT due outside the EU.

3.3.3 If the Tenderer indicates that no VAT is applicable, then he/she agrees to provide documentary proof of the grounds for this to the Contracting Authority within fifteen calendar days of the request to do so.

3.3.4 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.

3.3.5 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.

3.3.6 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.

3.3.7 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 Invoicing requirements

3.4.1 The following payment schedule applies: periodic invoices (maximum monthly), against time spent on the assignment.

3.4.2 The Contractor must include a summary of the actual hours/days worked in accordance with the applicable rates.

3.4.3 For companies established in the Netherlands only

E-invoicing

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

- The invoicing portal of the Dutch government
 - Link with Digipoort
 - E-invoicing with your own (accounting) software package through Simplerinvoicing
 - E-invoicing through a service provider.
- See attached "Brochure e-factureren".

3.4.4 For companies not established in the Netherlands

The paragraph concerning e invoicing does not apply to companies located outside of the Netherlands. Non-Dutch companies can send their invoices in PDF format by email.

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 with a handwritten signature, scan it and submit it together with your Tender via TenderNed.

4.2 Exclusion Grounds

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

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

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

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

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

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

The evidence consists of:

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

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

Please refer to <https://ec.europa.eu/tools/ecertis/search>

eCertis is the information system that helps you identify different certificates requested in procurement procedures across the EU.

4.3 Suitability Requirements

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

By signing the annex 'European Single Procurement Document' (which uses the term 'Selection Criteria' to refer to the Suitability Requirements), the Tenderer declares that he complies with the

Suitability Requirements as specified in this subsection of the Tender document. These Suitability Requirements are further specified in the subsequent paragraphs in this section.

4.3.1 Financial and economic standing

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

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

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

- a. Appropriate banker's statement,
- b. Proof of insurance against business risks,
- c. Annual accounts or extracts from the annual accounts if the law in the country in which the Tenderer is established requires publication of annual accounts, or
- d. A statement concerning the total turnover and the turnover for the business activity that is the subject of the contract, applicable to at most the last three available book years, depending on the formation date or the date on which the Tenderer commenced his professional activities, to the extent that such turnover figures are 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:

- At least 5 (five) years' experience in written communications and journalism
- International experience in communications work
- Experience/knowledge in sustainability topics such as climate and water
- Solid international network with a diverse range of stakeholders in public and private sectors
- Good professional network of relevant service providers on communications such as, for instance, designers and digital platforms management
- Contractor must have English reading, writing and speaking skills at the native level.

By signing the 'European Single Procurement Document', the Tenderer declares that he/she 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.

The total value of the reference assignment be at least 5000 euro. This reference-assignment

value must exclusively consist of the value of the aspects of the assignment that are equivalent to the service specified in this document. In case a series of separate yet significantly comparable assignments was carried out for the same client during the reference period, then the turnover of these separate assignments can be combined into a cumulative total.

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 to be submitted along with the Tender:

Provide at least one reference assignment for each of the core competences mentioned above (one assignment may cover more than one of the competences).

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

4.3.4 Professional/trade register extract

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

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

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

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

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

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

5. Award criteria and assessment

5.1 Introduction

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

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

5.2 Quality criteria

5.2.1 Award criteria relating to knowledge and experience

Max. no. of points available	Assessment aspects
20	Demonstrated level of at least 5 years of experience in written communications and journalism
20	Demonstrated level of international experience in relevant fields
20	The extent to which the proposal demonstrates the Contractor has experience in and knowledge of sustainability topics such as climate and water
10	The extent to which the proposal demonstrates the Contractor has a solid international network with a diverse range of stakeholders in public and private sectors
10	The extent to which the proposal demonstrates the contractor has a professional network of relevant services on communications relevant to the scope of the current assignment, such as, for instance, designers and digital platforms management

5.2.2 Award criteria relating to proposal contents

Max. no. of points available	Assessment aspects
10	Level of completeness and clarity of the information presented in the proposal in relation to all the required competences and budget.

5.3 Award criteria relating to prices/rates (exclusive of VAT)

Max. no. of points available	Assessment aspects
10	<p>The total price quoted in the offer (excluding taxes) will be evaluated according to the following calculation: for price evaluation indicated below.</p> <p><i>Points awarded = Value of lowest cost proposal/Value of proposal assessed X 10 points</i></p> <p>Offers with a price above 200,000 EUR (excluding taxes) will be rejected.</p>

5.4 Assessment method for qualitative award criteria

The preferences indicate the evaluation criteria that will be applied and the *maximum* number of points that can be awarded. This will allow Tenderers to establish for each preference which aspects are of major importance and which are less important. The members of the Evaluation Committee will refer to the scale below when evaluating the criteria specified in these Terms of Reference.

Quality of the response	Score
Excellent	100%
Very good, demonstrates some added value	90%
Good	80%
More than adequate	70%
Adequate	60%
Meets the criteria fairly well	50%
Weak, does not fulfil all the criteria	40%
Very weak	30%
Poor, does not fulfil many criteria	20%
Very poor, does not fulfil most of the criteria	10%
No information submitted	0%

6. Assessment of the Tender

6.1 Assessment of the Tender's completeness and legal validity

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

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

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

6.2 Assessment of requirements relating to the assignment

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

6.3 Assessment of award criteria relating to the assignment

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

6.4 Determination of definitive total score

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

The Tenderer's definitive total score will be rounded to one decimal place. No scores will be rounded off until the moment that this definitive total score is determined. If two or more Tenderers have an equal definitive total score that would result in the Tendering Authority having to award the Contract to more parties than is desired, then the Tendering Authority will award the Contract to the Tenderer with the highest final score for the subcriteria under *5.2.2 knowledge and experience*. In the event that the highest scoring Tenderers also achieve an equal score for this subcriterion, then determination of the Tenderer to which the Contract will be awarded will be made by drawing lots.

6.5 Assessment of evidence

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

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

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

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

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

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

7. Submission procedure for Tenders

7.1 Statement of agreement

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

7.2 Schedule

See schedule in Subsection 1.3.

7.3 General procedure

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

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

7.3.1 Communication

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

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

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

henk.ballering@rvo.nl
with a CC to the Alexandra.freitas@rvo.nl

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

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

7.3.2 eHerkenning

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

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

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

7.3.3 Questions and additional information/changes

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

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

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

Submitting a question to the Tendering Authority

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

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

Answers from the Tendering Authority

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

7.3.4 Validity period and submission of Tender

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

7.3.5 Variants on Tender

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

7.3.6 Costs of submitting a Tender

The Tendering Authority will not reimburse any Tenderers for any costs resulting from the drafting and submitting of a Tender, including any further information requested of the Tenderer.

7.3.7 Termination of tendering process

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

7.3.8 Order of precedence of documents

In the event of inconsistencies between the Tender document and the Memorandum of Information, the Memorandum of Information takes precedence.

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

7.3.9 Information about the Tenderer's obligations

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

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

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

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

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

7.3.10 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) 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) and it is a final deadline.

- In order to submit a Tender, you must register with TenderNed. One or more registered users must be connected and authorised to submit the Tender via TenderNed on behalf of your company.
- The Tendering Authority advises that you start the TenderNed registration process immediately rather than postponing it until the tendering period is coming to a close. Upon registering your organisation, you must add this invitation to tender via TenderNed's announcements platform.
- For more information on registering and establishing your organisation with TenderNed and digital submission of your Tender, visit <https://www.tenderned.nl/cms/english/six-steps-bidding-public-procurement-contracts-online-through-tenderned>.
- Only Tenders that have been submitted to the digital safe for this invitation to tender either prior to or on the day of the deadline (prior to the time of the deadline) will be processed by the Tendering Authority.
- The time and date as displayed on the digital countdown clock in TenderNed serves as the definitive deadline for the submission of Tenders.
- The Tendering Authority is only able to see the Tenders once the digital safe opens in TenderNed. This safe can only be opened upon expiry of the deadline for the submission of Tenders.
- In the event you have technical issues or questions regarding submission of your Tender via TenderNed, you can contact the TenderNed service desk via servicedesk@tenderned.nl or +31 (0)70-3798899. If you believe that the TenderNed service desk is taking too long to answer your question or comment, then you can contact your contact person within the Tendering Authority.
- Any risks resulting from late submission of the Tender and/or submission of an incomplete Tender is borne by the Tenderer.
- The Tendering Authority is neither responsible nor liable for any consequences resulting from a Tender that is submitted too late, incorrectly or incompletely.
-
- The Tendering Authority will treat confidential information provided by the Tenderer with due care.

7.3.14 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
Award criteria	Tender, including a general response to the Tendering Authority's award criteria.	Add to TenderNed
'Prices/Rates ' annex	Prices/rates included in the quotation	Add to TenderNed
Proposal	Document in which you describe how you meet the requirements	Add to TenderNed
References Par. 4.3.2.	Your own documents with references	Add to TenderNed

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

7.3.15 Legal signature

A legal signature signifies that the document in question has been signed by a legally authorised representative.

If it is recorded in the professional or trade register that two or more people are only jointly authorised to represent the organisation, then the documents requiring a legal signature must be signed by those two or more people. If any limitations are in place regarding authorisation to represent the organisation, then this must be taken into account.

The 'European Single Procurement Document' must be signed with an original and handwritten signature (hereinafter referred to as: a 'handwritten signature') by the legally authorised representative(s).

The documents bearing the handwritten signature must be scanned and added to your Tender.

Please note: Although the 'European Single Procurement Document' offers the opportunity to add a digital signature, the Tendering Authority requires a handwritten signature. The lack of a handwritten signature in principle leads to exclusion from the tendering procedure. If a handwritten signature is missing, you will be given one single opportunity to correct it.

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:

- Every member of the consortium must fill in and legally sign a separate 'European Single Procurement Document', which also includes a specification of who the consortium members are (see Part II of the 'European Single Procurement Document'). Indicate the role each member plays within the consortium. In the 'European Single Procurement Document', you must indicate who is in charge of the consortium (who is lead manager) and will act as its authorised representative.

- All organisations in the consortium accept joint and several liability for the fulfilment of the obligations arising from the Tender and the eventual fulfilment of the Contract.
- If a consortium member relies upon the capacity of another entity in order to demonstrate compliance with the applicable Suitability Requirements, then the entities in question must complete and sign Part II C of the 'European Single Procurement Document' (in compliance with the provisions specified below in the subsection 'Submitting a tender together with subcontractors' in the eventuality that subcontractors are obliged to demonstrate their capacity).
- Every member of the consortium, for their part, must provide the evidence requested for the Tender.

Submitting a tender as a principal contractor together with subcontractors

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

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

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

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

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.

Additional documents (such as informational materials etc.) can also be provided 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, 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. This must be done no later than 20 calendar days subsequent to the sending of the digital notifications concerning the award of the Contract. Upon expiry of this period, no more applications for a preliminary injunction can be submitted. In the event a Tenderer applies for a preliminary injunction, we kindly request that you send a copy of the summons to the Tendering Authority.

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

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

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

Interest in relation to the judgement

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

8. Annexes

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

Annex 1: European Single Procurement Document

Annex 2: Prices/Rates

Annex 3: Draft Contract

Annex 4: ARVODI-2018

Annex 5: Complaints Procedure