

Descriptive document

European Tender

Toxicological Analysis of Drugs and Medicines in Hair The Netherlands Forensic Institute

Open procedure without selection phase

Version 0.4

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1. Introduction

The Netherlands Forensic Institute invites you to submit a Tender for services regarding toxicological analysis of drugs and medicines in hair. You will find all the information you need in this Descriptive Document for preparing your Tender.

1.1. The Contracting Authority and Purchase Office

Contracting authority

The Netherlands Forensic Institute (NFI) is one of the world's leading forensic laboratories. With its independent forensic investigation, the NFI contributes to the provision of reliable forensic information to national and international organisations that are committed to the pursuit of peace, justice, and security. NFI's clients include the judiciary, the Public Prosecution Service, the police, and other authorities that are engaged in national and international investigation of criminal offences.

The core duties of the NFI are:

- Forensic investigation in criminal cases;
- Research & Development;
- Knowledge Lab.

Using its expertise in over thirty forensic disciplines, the NFI not only performs analyses in actual and potential criminal cases, but also provides assistance and advice to governments, government agencies (e.g., law enforcement, customs, inspectorates, foreign justice authorities, and special investigative services) and forensic laboratories or institutes. Appendix 3 'Advancing efficient policing' elaborates on the duties named above.

For further information a corporate film can be watched at <https://www.forensicinstitute.nl/about-nfi>.

The Netherlands Forensic Institute(NFI)

Within the department of Forensic Toxicology of NFI, the presence of alcohol, drugs and medicines in biological material is investigated, after which the impact of these substances on the human body and behaviour is reported. Cases include driving under the influence, violent offences committed under the influence and determination of the toxicological cause of death.

If you submit a tender and we award the Contract to you, you will conclude a Contract with the Netherlands Forensic InstituteNFI.

IUC/DJI

Within the Ministry of Justice and Security the Shared Service Center|Purchase will supervise this Tendering Process.

1.2. Purpose of the Tendering Process

The purpose of the Tendering Process is to conclude a Contract with one service provider for taking on assignments regarding toxicological analysis of drugs and medicines in hair. The intention is for the Contract to enter into force 03-09-2021.

1.3. Structure of the Descriptive Document

After this introduction, you will read:

- in Chapters 2, 3 and 4: what we need, what we consider important and how we assess which Tenderer has made the best offer;
- in Chapters 5 and 6: about the tendering procedure and the correct submission of a Tender;
- in Chapter 7: everything about the Contract that we wish to conclude;

- in Chapter 8: the complaints procedure.

Lastly, we included a Glossary, where you can read precisely what is meant with certain terms. These terms are always capitalised in the running text.

PART I: WHAT IS NEEDED?

2. Scope and compliancy

2.1. Scope

On average, the Toxicological Laboratory of the NFI receives a request for the identification and quantification of drugs and medicines in the hair of a victim or suspect about once or twice a month. The NFI outsources these investigations. The requests consist of cases of both chronic and incidental drug use, such as cases of drug facilitated sexual assaults but also post-mortem cases after fatal drug overdose. In nearly all cases, the hair must be segmented so that drug use can be determined over a period of time. A report with toxicological interpretation (Expert Witness Statement) must also be drawn up. Remaining hair samples must be returned.

The purpose of this Tender is to select one Contractor for the outsourcing of the testing of drugs and medicines in hair as described above.

2.1.1. Description of the Contract

The minimum term of the Contract is two years. We may then extend the Contract, unilaterally or otherwise, under identical conditions. If so, we will extend the Contract for another two years. The work must be carried out at the Contractor's site.

The Contract concerns CPV code 71900000-7 Services of laboratories.

The services required by the NFI are:

- 1) The identification and quantification of specific (as requested by the NFI) drugs and medicines. Such requests concern both one time testing as well as the search for evidence of chronic use of drugs or medicines. In the latter case, which is most common, the investigation will be conducted over a longer period of time in which hair must be segmented.
- 2) Screening: The identification and quantification of any drug or medicine present within a hair sample.
- 3) The appearance of Contractor's (lead) investigator as an expert witness at court in The Netherlands when requested. This is an exceptional event but the possibility of this service must be there.

Annex B contains further Requirements related to the Contract.

Underneath we give an overview of the volume of requests we received during the past 4 years as well as our expectation for the total (maximum) duration of the Contract (four years).

Yearly number of requests from NFI clients			
2017	2018	2019	2020
14	13	10	16

Maximum size

The contracting authority emphasises that it has sought to get and define as fully as possible organisational developments and planned measures and, taking this in mind, has made a best possible forecast of the Services to be deducted under the Agreement. For the sake of completeness, it should be noted that the estimated purchase is an indication of the volume to be taken by the Contracting Authority. Because the final purchase is (partly) dependent on political,

policy and/or organizational developments, no rights can be derived from this. Political, policy and/or organisational developments may mean that the actual purchase is lower or higher than the estimated decrease. The maximum decrease is set at 150% of the estimated total purchase.

Taking this into account, the projected purchase under the Agreement which is the subject of this Tender is included in the table beneath.

Expected volume within the upcoming four years			
Conservative		Maximum	
Numbers	Euro*	Numbers	Euro*
75		200	

* The figure in Euro will be known from the Tender of winning Tenderer.

Note: data about volumes are indicative. You cannot derive any rights from these data. Due to political, budgetary, administrative or organisational developments, the actual delivery of services under the Contract may change.

2.1.2. Schedule of Requirements

Annex 5 Schedule of Requirements contains the Requirements we set for the performance of the Contract. If you do not meet all of these requirements, your Tender is invalid and we will exclude you from further participation in the Tendering Process. By submitting your Tender you state to comply with all requirements included within Annex C.

2.1.3. Formal notes on the scope

We will not unnecessarily consolidate this Contract

The Contract represents the business needs of the NFI solely, no other participating parties are involved.

We have not divided the Tendering Process into lots

This would not be appropriate since the services we ask are coherent and market parties are not enough distinctive towards specific expertise.

2.2. Compliancy

2.2.1. Introduction

In this paragraph you can read about compliancy regarding Exclusion Grounds and Eligibility Requirements that we apply for the Tendering Process.

Using the European Single Procurement Document (ESPD), indicate whether the Exclusion Grounds apply to you and whether you comply with the Eligibility Requirements. You can read about how to apply with the ESPD in section 6.5.

Unless stated otherwise, the documents by which Tenderer proves that no exclusion ground applies to him and that the Eligibility Requirements are met will be asked from winning Tenderer only. See paragraph 4.5).

2.2.2. Exclusion Grounds

Part III of the ESPD lists the Exclusion Grounds that apply to this Tendering Process.

We divide the Exclusion Grounds into three different grounds:

- **1. Part III.A:** grounds relating to criminal convictions.

- **2. Part III.B:** grounds relating to the payment of taxes or social security contributions.
- **3. Part III.C:** grounds relating to insolvency, conflicts of interest or professional errors.

If an Exclusion Ground applies, we may declare your Tender invalid.

In principle, your Tender is invalid if one of the Exclusion Grounds applies. We will then exclude you from further participation in the Tendering Process. We may decide not to declare your Tender invalid in these cases:

- if exclusion would be manifestly unreasonable (Article 2:86a of the Public Procurement Act);
- if you have taken sufficient measures to demonstrate your reliability (Article 2:87a of the Public Procurement Act);
- for imperative reasons of public interest (Article 2:88 of the Public Procurement Act);
- if, in our opinion, exclusion is not proportional because of the time that has elapsed since the conviction and in view of the subject matter of the Contract (Article 2:88 of the Public Procurement Act).

Are you submitting a tender as a Consortium or with Third Parties to meet the Eligibility Requirements?

We will then test whether or not the Exclusion Grounds apply for each Consortium Member and each Third Party. Read more in section 6.3 about how to apply as a Consortium or with Third Parties.

2.2.3. Eligibility Requirements

We impose Eligibility Requirements on a Tenderer to determine whether he is suitable to perform the Contract.

You can read below which Eligibility Requirements apply to the Tendering Process. Your Tender will be invalid if you do not meet the Eligibility Requirements. We will then exclude you from further participation in the Tendering Process.

A Technical and professional ability

Technical ability

As an Eligibility Requirement, you must have the experience (core competencies) that we consider necessary to perform the Contract.

Core competencies

The references show that you have experience with:

- 1) The identification and quantification of drugs and medicines with the following characteristics: the reference assignment concerns tests of hair for the presence of at least three of the substance categories mentioned within Requirement number two (see Annex B).
- 2) The identification and quantification of drugs and medicines with the following characteristics: the reference assignment concerns tests of hair in the search for evidence of chronic use of drugs or medicines.
- 3) Conducting research on behalf of law enforcement entities with the following characteristics:
The reference assignment concerns delivery of authorized reports on tests for the presence of drugs on human material, on behalf of a law enforcement entity (private or public);

Submit three reference statements of assignments

You can demonstrate that you meet this Eligibility Requirement by means of reference statements using Annex 3 – Reference Statements). An assignment can be a one time delivery for a client or it can be a longer term contract with a client with multiple deliveries of your services. All three reference statements can apply to one and the same referee. It is allowed to use the Netherlands Forensic Institute as a referee.

Your reference statements must be convincing for us to accept

We are interested in your role in terms of accountability, your activities and the results for which you where (are) responsible to deliver.

The end date of a reference assignment cannot be more than three years old

Reference projects that ended more than three years ago (calculated from the deadline for submitting registrations) are not taken into account. However, a reference assignment may have started more than three years ago.

Only achieved results count

If you have submitted a reference assignment that is still running, only the results that you have already achieved will apply.

Signing the reference statements

When submitting your Tender, signing the reference statement is not necessary. Only the winning Tenderer will be asked to submit signed reference statements. Signed reference statements, both by Contractor and referee, of the winning tenderer are mandatory for awarding the contract. The absence of the signature of referee(s) is considered as an inaccuracy as mentioned below.

The winning Tenderer only, will be asked to deliver signed reference statements within 15 days after the provisional award decision.

We may make enquiries with referees

We can verify the submitted data (including with the referees). We can do this both when testing the Eligibility Requirements and when verifying the data in your ESPD. You must cooperate fully in this regard. If inaccuracies are detected in one or more of your reference statements, we will declare your Tender invalid and exclude you from further participation in the Tendering Process.

B Professional qualifications

You are entered in the national professional or trade register

At the time of Tender, the Tenderer must be registered in the professional or trade register applicable in the country of origin. If a partnership is registered, the members of the partnership must be registered in the professional or trade register applicable in the country of origin. If a registration is made with subcontracting, the subcontractors must also be registered in the professional or trade register applicable in the country of origin.

The Tenderer must enter the registration number of the professional or trade register in Appendix 2, part 5. If you register as a partnership, then these details of the members must be entered in Appendix 2, part 2. If you register with subcontractor (s), then this information must be entered in Appendix 2 part 3.

The IUC DJI itself checks whether the aforementioned suitability requirement is met by consulting the trade register of the Chamber of Commerce. The Tenderer is therefore not required to provide evidence that the aforementioned suitability requirement is met.

Exception: only if the Tenderer is established abroad, the Tenderer must provide evidence to demonstrate that the aforementioned suitability requirement is met.

You must have Annex 1 signed by an authorised person. The authority of the signatory is evidenced by an updated entry in the national professional or trade register.

If you choose to sign the Tender under power of attorney, you must submit both the current registration in the national professional or trade register and a validly signed power of attorney for the verification of the ESPD.

If the Tender is submitted by a joint venture (Consortium), each member must submit recent proof of registration of their undertaking in the trade register of the Chamber of Commerce.

C Financial and economic standing

The Tenderer must be financially and economically sound to be able to carry out the Contract successfully. The Tenderer must demonstrate his financial and economic standing by means of an unqualified auditor's report on the annual accounts for the years 2019 and 2020. The unqualified auditor's report with regard to the annual accounts may not - with regard to the most recently closed financial year - also be a so-called continuity paragraph. (i.e. a mandatory explanatory paragraph in the financial statements due to serious uncertainty about going concern). Furthermore, it is not necessary to add annual accounts, annual reports, etc. as supporting documents.

If the Tenderer is not obliged to have an audit carried out the following applies:

In order to guarantee the financial strength of the Tenderer, an assessment or compilation statement for the most recently closed financial year is sufficient. The review or compilation report may - with regard to the most recently closed financial year - also not contain a so-called continuity paragraph (i.e. a mandatory explanatory paragraph in the financial statements due to serious uncertainty regarding continuity).

If the Tender is submitted by a joint venture (Consortium), each member must comply to the above.

If you wish to apply, but cannot comply with this Eligibility Requirement, you can consider submitting a Tender using a Third Party to meet the Eligibility Requirements. An Example of the latter is a statement from your holding company that takes all legal and financial responsibility for executing the contract. This also applies to the members of a Consortium.

The evidence has to be presented by the winning Tenderer only.

The winning Tenderer will be asked to deliver the evidence for complying to this Eligibility Requirement within 15 days after the provisional award decision.

We can have the supplied financial data audited

This audit shows whether what is stated in the ESPD (Annex 2 - ESPD) is true. If in doubt, we will hire an agency.

PART II: WHAT IS IMPORTANT AND HOW DO WE ASSESS IT?

3. Award Criterion

This Tendering Process will be awarded based on the best price/quality ratio

The best price/quality ratio is defined as the lowest price per quality point.

3.1. Best price/quality ratio: Award Subcriteria

The table below shows the Award Subcriteria that apply to this Tendering Process and maximum obtainable points for the Subcriteria on quality.

Quality Subcriteria		
		Maximum points
1	Competence and experience of laboratory and experts	25
2	Available analyses and Quality of methods	110
3	Expert Witness Statement	25
Total score on quality		160
Price SubCriteria		
		Quotation
1	Mandatory analyses of drugs	€
2	Screening	€
3	Expert Witness Statement	€
4	Allignment of poorly sampled hair	€
Total assessment price* excluding VAT		€
Best ratio on price and quality		
Price per quality point, rounded off at two decimal places (total assessment price excluding VAT divided by the total score on quality)		

* The total assessment price is explained in paragraph 4.3.

A minimum score on quality is required

A minimum score of 70% of the maximum obtainable points is required. If your Tender receives less than 112 points, your Tender will be put aside and will not be eligible for awarding the Contract.

3.2. Instructions for stating your answers

Use the Annex/Annexes for answering the Award Subcriteria

Use 'Annex 4 (A and B) – Response to Quality Award Criteria' for your response to the qualitative Award Subcriteria and append it to your Tender.

Included costs

The rates, percentages and fees set out in the Contract include all costs, such as but not limited to: salary costs, overheads, costs for support work, costs for the use of equipment and aids, telephone costs, data bundles, BYOD costs, costs for the certificate of good conduct (VOG), travel costs to work location(s), accommodation costs, parking costs, training costs, recruitment and selection costs, replacements, insurance premiums, profit, social security contributions, invalidity benefits (WAO), pension, training courses, fringe benefits, short-term absence, sickness absence, public holidays, holidays, reports, management, evidentiary burden costs, as well as the office margin or surcharge for performing the Contract.

Use Annex 5 (Quotation Form) to enter your price and append it to your Tender

The price must meet all the Requirements set out in the Descriptive Document and the accompanying Annexes.

If you enter 0, no value or a negative value in positions of the quotation form, your Tender is invalid and we will exclude you from further participation in the Tendering Process.

If you provide prices, discounts, conditions or other information that has not been requested, we do not include it in the assessment.

4. Assessment of your Tender

In this chapter you can read how we assess your Tender.

4.1. *Assessment and assessment committee*

We test for Formal Requirements

Before we assess the content of your Tender, we first assess whether it meets the formal requirements.

We also check whether you agree with the Schedule of Requirements

If you disagree with the Schedule of Requirements or do not meet the Requirements in the Schedule of Requirements, your Tender is invalid and we will exclude you from further participation in the Tendering Process. All requirements from the Schedule of Requirements are therefore known as knock-out criteria.

If your Tender meets all requirements and regulations, we will assess the content of your Tender

If your Tender meets all the requirements and regulations, we will assess the content of the Tender based on the Award Subcriteria and give it a score. An assessment committee will assess the content of your Tender. The assessment committee consists of at least three people who have the expertise required to assess the content of your Tender.

4.2. *Assessment of quality*

Your Tender will be assessed on itself, not in comparison with other Tenders. The procurement law dictates mentioning the so called 'characteristics and benefits of winning Tenderer' within the award decision towards non-eligible Tenderers. The Contracting Authority complies to this of course, but these characteristics concern an inventory after the assessment of all Tenders and designation of the winning Tender.

The assessment team consists of at least three representatives of the Contracting Authority. Each individual member of the team assesses all Tenders with respect to the quality award criteria in whole. There will be no division of task in where team member one takes award criterion a of all Tenders, number two award criterion b and so on.

Assessment takes place in two steps:

- I Each team member makes up an assessment form in which the rating grade and arguments for that grade are stated.
- II The assessment team then get together under the chairmanship of the advisor of the procurement office that supervises this Tender. In this meeting, the rating grades and arguments are decided upon in consensus. These assessment results will be processed within the award decision as communicated towards the Tenderers.

Annex C elaborates on the sub-award criteria on quality as mentioned within the table in paragraph 3.1.

4.3. *Quotation on price*

You are asked to state your price within Annex 5:

- I Mandatory analysis of drugs (Schedule of Requirements, number 2): State the price for the analysis and analysis report per segment of hair for a single analysis versus multiple, up to five, subsequent analyses within the same case/assignment. This price concerns the following drugs:
 - a) Amphetamines (amphetamine, methamphetamine, MDA, MDB, MDEA, MDMAPMA);
 - b) Cocaine and benzoylecgonine;
 - c) Cannabinoids: Natural (THC), THC carboxylic acid (THC-COOH) and 11-hydroxy-THC;

- d) Opiates (Heroin, morphine and 6-MAM);
- e) Benzodiazepines (five metabolites);
- f) GHB (state the price for both a segment and a whole strain of hair);

II Screening: The price for screening, in accordance with your statement in Annex 4B.

III State the price of an Expert Witness Statement (per report, not per hour);

IV State the price for alignment of a poorly sampled hair.

V Additional analysis of drugs: state the price for the analysis and analysis report for testing on drugs other than the mandatory drugs under I. These prices will play no part in the assessment of your Tender. These prices however, will be part of the Contract for future reference.

The assessment price consists of items I to IV above. Item I-e will be taken as the average price of the five chosen metabolites.

4.4. Assessment of the best price/quality ratio

The scores and total score for the Award Subcriteria on quality are rounded off to two decimal places. The total assessment price is divided by the total score for the Award Subcriteria on quality, resulting in a price per quality point (rounded off to two decimal places).

If the scores are tied, we award the Contract to the Tenderer with the best score for Award criterion 1 'Competence and experience of laboratory and experts. If these scores are also tied, a draw will take place by a notary.

4.5. Provisional and definite award

You are eligible for the provisional award of the Contract if:

- a) You have submitted a valid Tender;
- b) You score at least 70% of the maximum points that can be achieved for quality;
- c) You have the lowest price per quality point;
- d) In case of a tie: if you have the highest score on Award criterion 1;
- e) In case of a second tie: when your Tender is selected by the draw at the notary.

You will be awarded the Contract provided that:

- f) The documents of proof that no exclusion ground applies to you and that you meet the Eligibility Requirements pass our verification;
- g) During the stand still period following our provisional award decision no objections have been made to our provisional award decision.

PART III: HOW DOES THE TENDERING PROCEDURE WORK AND HOW DO YOU SUBMIT A TENDER?

5. How does the tendering procedure work?

This chapter describes the tendering process. You will be given an overview of the timetable and we will then briefly explain each step. In this chapter you will also find out who your Contact Person is and how you can ask questions.

5.1. *The European open procedure*

We have opted for an open procedure since the number of qualified service providers is limited. We would like to have competitive Tenders and in this case a selection phase does not contribute to that.

5.2. *Tendered procurement tool*

Detailed instructions on the use of Tendered are available on the Tendered website. For this purpose, see: <https://www.tendered.nl>.

You submit your tender via Tendered.

5.3. *Contact person*

You may communicate only with the Contact Person or his substitute (see Glossary) regarding this Tendering Process. All communication is through the Tendered message module. If you communicate about this Tendering Process with other employees of the Contracting Authority, or through other channels, we may decide to declare your Tender invalid and exclude you from further participation in the Tendering Process.

5.4. *Timetable of the Tendering Process*

This Tendering Process will start on the date on which we have published it via Tendered (see timetable).

We aim to keep to the timetable below. Without explicit notice to the contrary, you should assume this timetable applies. We will report timetable changes in the Summary of Additional Information and Changes or via Tendered. Potential tenderers cannot derive any rights from this timetable.

Omschrijving	Datum
Publication on Tendered	16-06-2021
Due date and time for submitting questions	30-06-2021 before 12:00 hours
Due date of publication of the Summary of Additional Information	09-07-2021
Due date and time for submitting your Tender	30-07-2021 before 12.00 hours
Opening of Tenders	30-07-2021 after 12.00 hours
Publication of the Award Decision	13-08-2021
Starting date of the Contract	03-09-2021

We reserve the right to change the intended timetable. If we do so, this will be communicated to all parties involved. You cannot derive any rights from the intended timetable. The dates specified in this timetable or the amended timetable for submitting questions and Tenders are **strict deadlines**.

5.5. Questions and text suggestions

Something in the Descriptive Document might be unclear to you. You can find out what to do in this section.

Ask all your questions via Tenders

If you have any questions about the content or procedure of this Tendering Process, ask them via Tenders. For this purpose, complete Annex A (Format for questions and remarks). The questions must be sent via the Tenders message module by creating an e-mail in Tenders and attaching the Annex. We will not answer questions you ask in another way. You can also ask questions or make suggestions about the contractual conditions in the same form. Suggestions that we accept can be found in the Contract.

Submit all your questions and suggestions before the date and time in the timetable

This ensures you will receive a timely answer to your question. If you are late in submitting your question or suggestion, we will answer your question only if we think it is important information for all Tenderers. In principle, the tender period does not change, even if we publish the answers less than 10 days before the closing date.

Make sure your questions and suggestions are anonymous

In your question, do not use:

- company names;
- product names;
- other names related to your organisation.

We publish all questions and answers on tenders

You can read all the questions and answers in the Summary of Additional Information and Changes. All Tenderers receive the same information in this way. You will receive an e-mail when we publish the questions and answers. We will publish the Summary of Additional Information and Changes by the date scheduled in the timetable.

You can also ask confidential questions

The answer will then only be for you, not for the other Tenderers. If you want a confidential answer to your question, motivate clearly why you believe that disclosure of this information could harm the legitimate economic interests of your undertaking.

If we disagree with your motivation, we will present you with a choice: we will either include your question in the Summary of Additional Information and Changes to be made generally available, or we will not answer your question.

We only provide information via Tenders

If you have received information in a different way, you cannot derive any rights from it. This applies even if you receive information from one of our employees or representatives.

5.6. Contradictions, ambiguities, inaccuracies and objections

Report any inconsistencies, unclear statements, inaccuracies and objections as soon as possible

You should therefore report any inconsistencies, unclear statements, inaccuracies and objections you may have as soon as possible. This must always be done before the final date and time for the submission of written questions (see section 5.4). You can report these in the manner described in section 5.7. If you do not report these in time, we will no longer amend the Descriptive Document. You cannot derive any rights from inconsistencies, unclear statements, inaccuracies and objections

that you have not identified or that you have identified but have not reported to us in time. Of course, we do our best to avoid inconsistencies, unclear statements and inaccuracies in the Tender Documents.

If it subsequently transpires that the Descriptive Document (and any accompanying documents) contain contradictions and/or imperfections that Tenderers could reasonably have noticed and have not reported, any adverse consequences of these contradictions and/or imperfections will be at the Tenderers' risk.

The Summary of Additional Information and Changes always takes precedence

If the Summary of Additional Information and Changes and the Descriptive Document contradict each other, the Summary of Additional Information and Changes prevails. If there are several Summaries of Additional Information and Changes and they contradict each other, what is stated in the most recently published Summary of Additional Information and Changes will apply.

5.7. Submitting your Tender

You can read about how to submit a Tender in Chapter 6.

5.8. Opening of Tenders

The opening of the digital safe is **not** accessible to the public and occurs after the expiry of the deadline for submission of your Tender on the date specified in section 5.4.

Tenders are opened using the four-eye principle in Tenderned. The Contact Person and an authorised colleague open the digital safe of the Tendering Process.

All Tenderers receive a message when the safe with Tenders is opened

An official opening report is published automatically via Tenderned.

The official opening report states how many Tenderers have submitted a Tender.

5.9. Communication of the Award Decision

We will announce the Tenderer that has been awarded the Contract on the date scheduled in the timetable

You will receive an e-mail via Tenderned. You can then find the Award Decision on Tenderned. This Award Decision specifies:

- who has been awarded the Contract ;
- why we have awarded the Contract to this Tenderer;
- what the standstill period entails. This is the period within which you can still lodge an objection to the Award Decision;
- if the Award Criterion is the best price/quality ratio, you will see the scores of the Award Subcriteria and their respective parts in terms of quality and the total score on price of the winning Tenderer.

Note: you cannot derive any rights from the Award Decision

If the Award Decision is positive for you, this means you will receive the Contract, in principle.

However, you cannot derive any rights from the Award Decision and are not entitled to compensation based on the Award Decision if we do not award the Contract.

The communication of the Award Decision is therefore not an acceptance of the offer.

You are entitled to perform the Contract only once we have signed the Contract with you.

Sometimes we do not disclose certain information in the Award Decision

We do not disclose information, if disclosing it:

- would be contrary to any statutory rule;
- would be contrary to the public interest;
- could harm the legitimate commercial interests of Economic Operators;

- could prejudice fair competition between Economic Operators.

5.10. Standstill period and objections

The standstill period commences the day after publication of the Award Decision on Tendered. The standstill period lasts 20 calendar days. During this period, you have the opportunity to take legal measures against the Award Decision. The standstill period serves as a strict deadline. After the standstill period, you will no longer be able to object to the Award Decision because your rights will have ceased to exist. We are then free to enter into a Contract. You can read more about the standstill period in Article 2.127 of the Public Procurement Act 2012.

Further clarification or questions

If you need further clarification or have any questions, contact the Contact Person. You can reach the Contact Person via the message module in Tendered.

Do you have objections to this Award Decision?

You can then:

- talk to the Contact Person for an explanation;
- if you are considering bringing preliminary relief proceedings, first contact the Contact Person via the Tendered message module, stating your objection.

Have you decided on preliminary relief proceedings?

You must then:

- bring preliminary relief proceedings before the civil court in The Hague within 20 calendar days of the date of the Award Decision;
- send a copy of the summons to the Contact Person via the Tendered message module.

In principle, we will enter into a Contract before the court has ruled in the preliminary relief proceedings. If there is a compelling reason within the Contract not to wait with the award, we may decide to enter into a Contract in spite of the preliminary relief proceedings.

If preliminary relief proceedings are brought, we will inform all Tenderers.

5.11. Rights reserved by the Contracting Authority

We may ask additional questions

We may decide to ask you additional questions to clarify your Tender or request supporting documents/statements to verify the accuracy of your Tender.

We may discontinue this Tendering Process at any time

This applies even after we award the Contract to a Tenderer. We may decide to discontinue the Tendering Process completely or for a lot, or not to award the Contract. If we decide to do this, you will be notified via Tendered.

We do not reimburse costs

You are liable for all costs related to this Tendering Process. Any loss that you may incur because the Tendering Process is discontinued or the Contract is not awarded to you, is also at your own risk.

6. How do you submit a Tender?

6.1. Registration form

It is mandatory to complete Annex 1 Registration form. By signing the registration form you agree to comply with all Requirements and stipulations regarding this Tender.

6.2. Submit Tender in Tendered

Submit via Tendered

You can only submit via Tendered. If you do not submit via Tendered, your Tender is invalid and we will exclude you from further participation in the Tendering Process. Therefore, you cannot submit your Tender in any other way (e.g. by e-mail).

Make sure you submit in plenty of time

If you submit late other than because of an extended malfunction of Tendered, your Tender is invalid and we will exclude you from further participation in the Tendering Process. Therefore, always consider that:

- the correct and complete uploading of all files takes time;
- your internet connection may be slow;
- you may have technical problems with Tendered;
- Tendered's helpdesk is not always able to solve your technical problem immediately.

When uploading the Annexes, consider the following:

- Start uploading on time! Sometimes it takes a long time before everything is uploaded.
- Upload each Annex separately.
- Upload each Annex to the appropriate **requirement/wish** in Tendered.
- Make sure that the file name clearly indicates which Annex it is.
- Make sure that each Annex is complete and correct.

Your Tender applies only once you have entered the transaction code in Tendered

Use the transaction code to place your Tender in the safe. You can withdraw or amend your Tender until the time and closing date specified in section 5.4. Make sure you have sufficient time to upload your Tender or any remaining parts of it in time (before closing date and time). Once you have placed your Tender in the safe, you will receive a confirmation.

Call or e-mail the Tendered helpdesk if you encounter technical problems

You can reach Tendered on working days by telephone: +31 70 379 88 99.

6.3. Formal Requirements for the Tender

Make sure your Tender complies with the Formal Requirements

You can read the Formal Requirements below. If you do not meet these requirements, your Tender is invalid and we will exclude you from further participation in the Tendering Process. By submitting a Tender in response to this Tendering Process, you agree to be bound by all the terms and conditions set out in this Descriptive Document and all its Annexes.

Each Tender must comply with the following Formal Requirements:

- You must submit your Tender in time.
- You must provide all requested information. Section 6.4 sets out all the minimum Annexes that the Tender must contain.
- Use the forms provided in this Descriptive Document and the Annexes. Do not adapt the permanent wording of those forms.
- Do not attach any conditions to your Tender.
- You must submit a Tender without any reservations.

- The Tender must be validly signed, i.e. by someone who has proper authority for that purpose.
- You must warrant that your Tender will remain valid for at least 120 days after the closing date for its submission. This is the period of validity. If preliminary relief proceedings are brought, we will extend the period of validity by 45 days, after the court has given its ruling.
- All communication regarding and about the Tender is either in Dutch or English. During the term of the Contract, you must always communicate in one of these languages.

Confidentiality of data

You must treat the information in the Tender Documents confidentially and use it exclusively for this tendering procedure.

We will never provide your data to other parties, including if we do not award you the Contract.

Deadline for submission of data for clarification

If your Tender contains ambiguities or raises questions, we may request additional/explanatory information from you in writing for clarification. This additional or explanatory information must be provided on request to the contact persons via Tendered's message module within 24 hours (on working days), or such longer period as we stipulate, and forms part of your Tender.

6.4. Mandatory Annexes in Tendered

The table below shows which Annexes you need to complete and upload in Tendered.

All documents you need to complete for submitting the Tender are marked as 'presence required'. All documents must be appended as an annex to your Tender, using the names of the documents below (e.g. 'Annex 4 - Reference Statement').

No.	Description	Forms to be used	Presence required?	Add to Tendered
1	Registration Form	Annex 1	Yes	Under the requirements '
2	Registration in the national commercial register (when located outside The Netherlands)	If applicable a copy of your registration	If applicable: yes	Under the requirements
3	ESPD	Annex 2	Yes	Under the requirements '
4	Reference Statement	Annex 3		Under the requirements
5	Response to the Award Subcriteria	Annex 4A Annex 4B Annex 4C	Yes	Under the Award Criteria 'on quality
6	Quotation Form	Annex 5	Yes	Under the Award Criteria on price.

Please note: In Tendered all exclusion grounds (see 2.2.2) are mentioned under the requirements and for each one the ESPD is asked as prove. You only have to do this once, at the first exclusion ground.

6.5. Apply with the ESPD

The ESPD is a PDF file that can be completed in English.

You will find instructions for the ESPD in Annex 2 to this Descriptive Document. The ESPD is used throughout Europe. This will make it easier for you to submit your Tender. The ESPD serves as

temporary proof that you are eligible to perform the Contract. This means that you do not have to submit full proof immediately. This will significantly reduce your regulatory burden..

Always complete the ESPD with Acrobat Reader.

If you use another program, the ESPD may not display correctly. You run the risk of not completing the ESPD properly and your Tender being invalid. We would then exclude you from further participation in the Tendering Process.

The ESPD consists of five parts

In **Part II** you enter the data of your own undertaking. Part III lists all Exclusion Grounds. We have ticked which Exclusion Grounds apply to this Tendering Process.

Each legal entity involved submits its own ESPD

If you apply as a Consortium or rely on Third Parties to meet an Eligibility Requirement, you must submit several ESPDs, one for each organisation involved. You can read more about this in section 6.6.

With a signed ESPD, you declare that you are eligible for this Contract.

By ticking 'Yes' under a in **Part IV** of the ESPD ('General instructions for all Selection Criteria') you declare that your undertaking complies with all the Eligibility Requirements set out in section 3.3 of this Selection Document. The ESPD uses the term selection criteria. This refers to the Eligibility Requirements.

With a signed ESPD, you also declare that the Exclusion Grounds do not apply to your undertaking

If an Exclusion Ground applies and you still submit a Tender, provide the information and/or measures requested in **Part III** of the ESPD (Exclusion grounds).

Print the ESPD, sign, scan and upload it via Tendered

Your ESPD is valid only if it has been signed by someone with the proper authority for that purpose.

If something goes wrong while you are working with the ESPD, you will be given one more chance

We do this because the ESPD might be unfamiliar to you and we understand that things can sometimes go wrong.

6.6. Apply as a Consortium or using a Third Party

Economic Operators may decide to jointly apply for a Tendering Process

The Contracting Authority may not prohibit Requests to Participate submitted by a Consortium or using one or more Third Parties. However, it may impose proportional conditions, such as joint and several liability, a single point of contact or the establishment of a legal entity after the Contract is awarded. Also see Articles 2.52 and 2.92 of the Public Procurement Act 2012.

You must complete the European Single Procurement Document (ESPD), as set out in Annex 2 – ESPD, and meet the conditions set out below:

Apply as a Consortium

In the case of a joint venture (Consortium), all participants in the joint venture must complete and sign their own copy of the ESPD. This is attached to the Request to Participate. Under **Part II A**, Method of participation in the ESPD, they must give the names of all Consortium Members and their own role, also specifying which economic operator is in charge of the joint venture (Consortium) and acts as the authorised party ('coordinator') on behalf of the joint venture (Consortium) in dealings with the NFI.

The coordinator is the economic operator adequately authorised by each Consortium Member to enter into obligations on behalf of the joint venture for the purpose of this Tendering Process, for which all individual participants in the joint venture are fully, jointly and severally liable towards the NFI. The coordinator takes care of all correspondence in the context of the implementation and execution of the Contract with the NFI. This means, among other things, that invoicing must be effected exclusively from the coordinator.

Using a Third Party to meet the Eligibility Requirements

If you rely on a Third Party to meet the Eligibility Requirements, you must tick 'yes' in **Part IIC** of the ESPD. Third parties that a Tenderer relies on to meet the Eligibility Requirements must also submit their own copy of the ESPD with the information we request in **Part IIA, IIB and III**.

A condition for relying on a Third Party to comply with the stated Eligibility Requirements is that the Tenderer must be able to demonstrate that they actually have access to the Third Party's resources needed for that Contract. This can be done, for example, with a statement from the Third Party that it is prepared to perform the relevant work.

If you rely on the technical ability and professional competence of a Third Party, you must use the resources needed for the performance of the Contract throughout the term of the Contract.

Only one way of applying is allowed

You may apply only once for this Tendering Process, namely as an independent Tenderer or as a Consortium Member. If you do not comply with this rule, all your Requests to Participate will be invalid and we will exclude all parties involved from further participation in the Tendering Process.

These three situations are also prohibited in principle, unless you demonstrate that the relevant Requests to Participate were drawn up independently and entirely irrespective of each other, without knowledge of the relevant market conduct of the other Tenderer /Consortium and there is no threat to transparency and/or distortion of competition:

1. You may not apply as an independent Tenderer or Consortium Member and also act as a Subcontractor or for another Tenderer or Consortium;
2. You may not apply as a Subcontractor or with more than one Tender;
3. If you are part of a group, subsidiaries or group companies of this group may not submit a Tender.

If we believe that one of these three situations applies, we will ask you to issue an anti-collusion statement. In the anti-collusion statement, you declare that your Tender has been prepared independently and entirely irrespective of each other, without knowledge of the relevant market conduct of another Tenderer or Consortium and that there is no threat to transparency and/or distortion of competition between the Tenderer s/Consortiums. You must also specify the measures you have taken for this purpose.

If you cannot demonstrate this, all Tenders will be invalid and we will exclude all parties involved from further participation in the Tendering Process.

You may subsequently involve others in performing the Contract with our consent

If you have been awarded the Contract and would like to involve another party in performing the Contract after the Contract has been concluded, ask us to give consent first. As the Contractor, you will always remain responsible for performing the Contract as we have agreed.

6.7. Apply as a subsidiary or operating company

If the Tenderer is a subsidiary or operating company, these rules apply:

The Tenderer and the holding or parent company must sign Annex 1 – part 4.C

By doing so, the holding or parent company declares it is jointly and severally liable for debts arising from the Tenderer's legal acts. This is also stipulated in Article 2:403 of the Dutch Civil Code. Alternatively, the Tenderer declares that it does not rely on Article 2:403 of the Dutch Civil Code. In both cases, the Tenderer must submit a signed Annex 1 part 4.C

7. Conditions

7.1. Contract and Government Terms and Conditions

We record your and our rights and obligations in the Contract

The General Government Terms and Conditions for Public Service Contracts (ARVODI 2018) are also part of the Contract. By submitting a Tender, you agree to the draft Contract and the aforementioned conditions, including the changes made in the Summary of Additional Information and Changes.

We do not accept your delivery conditions, payment conditions or other general terms and conditions, and these are expressly not part of the Contract that we enter into with you.

The Descriptive Document, including Annexes and the Tender of the winning Tenderer, will become an integral part of the Contract. This means that the response to the Award Subcriteria and your price are included and part of it.

7.2. Tender Costs

You may not charge any Tender Costs for this Contract

You are liable for all costs related to this Tendering Process. Any damage that may occur because the Tendering Process is terminated or because you are not awarded the Contract is also at your own risk.

7.3. E-invoicing

As a supplier, you must invoice electronically

As a government body, we are obliged to implement e-invoicing when possible

At <https://regelhulpenvoorbedrijven.nl/e-invoiceguide/> various e-invoicing options are explained from which you can choose. As an alternative you can forward invoices by email to the Netherlands Forensic Institute.

The Schedule of Requirements describes mandatory items to be stated on your invoice.

8. Complaints procedure

You can file a complaint, if:

- you feel that we have not complied with laws and regulations;
- you believe that we discriminate, are guilty of unequal treatment, do not apply transparent tendering procedures or set unreasonable Requirements.

You may not file complaints about other matters relating to the Tendering Process.

You can file a complaint by e-mailing it to: klachtenmeldpunt.ea@minjenv.nl

State clearly in the e-mail that you have a complaint and what it is about. When dealing with your complaint, we will use Complaint Handling's recommendations. You can read more about this on [the website of the Expertise Centre](#).

A complaint is not a request for more information

A complaint is really intended to show that you do not agree with the course of events during this Tendering Process. Do not use a complaint to ask for more information. Opportunities exist in the Tendering Process to ask for more information or clarification.

In principle, if you submit a complaint, the Tendering Process will continue as usual

We will stop the Tendering Process only if we consider it necessary.

Glossary

In this Descriptive Document and the Framework Contract, some terms are used regularly. As we want to ensure that you know exactly what you are submitting a tender for and perhaps signing, we explain these important terms below.

<u>Annex</u>	Any document entitled 'Annex' appended to this Descriptive Document.
<u>Award Subcriteria/Award Subcriterion</u>	A further elaboration of the Award Criteria.
<u>Award Criterion</u>	The criterion that forms the basis for the Award Decision.
<u>Award Decision</u>	The award of the Contract to a Tenderer. This means that we intend to conclude the Contract with this Economic Operator.
<u>Consortium Member</u>	Anyone who is part of the Consortium that submits a Tender.
<u>Consortium</u>	Two or more legal entities that submit a Tender in the Tendering Process as a joint venture. Each member of the Consortium commits to abide by the Contract and perform it. Each member of a Consortium is responsible for performing the entire Contract. Each member is therefore jointly and severally liable for performing the Contract.
<u>Contact person</u>	Mr Rob Ruiter, rob.ruiter@djii.minjus.nl Senior Procurement Adviser Substitute contact person Mr Jos Holsteyn, j.v.holsteyn@dji.minjus.nl Senior Procurement Adviser
<u>Contract</u>	The written agreement between the Contractor and the Dutch Forensic Institute
<u>Contracting Authority</u>	The State of the Netherlands. Chapter 1.1 of this Descriptive Document describes the specific participant(s) in this Tendering Process.
<u>Contractor</u>	The Economic operator to whom the Contract is awarded
<u>Descriptive Document</u>	This document and its Annexes
<u>Economic Operator</u>	A supplier or service provider according to the description in Article 1.1 of the Public Procurement Act 2012.
<u>Formal Requirements</u>	Formal Requirements to be met by the Tender.
<u>Public Procurement Act 2012</u>	Act of 1 November 2012, setting out the new rules for tendering (Bulletin of Acts and Decrees 2012/542).

<u>Requirements</u>	Requirements set out in the Schedule of Requirements that you and/or your Tender must meet to be eligible for the award of the Contract.
<u>Tender documents</u>	All documents drawn up or referred to by the Contracting Authority to describe or determine parts of the Tendering Process or the procedure.
<u>Tendering Process</u>	This procurement procedure. In doing so, we apply the 'open procedure'.
<u>Tenderer</u>	An Economic Operator who has submitted a Tender for the purpose of this Tendering Process. A potential Tenderer is an Economic Operator who has registered on Tendered, downloaded the Descriptive Document and possibly intends to submit a Tender for this Tendering Process.
<u>Tender</u>	An offer made by Tenderer based on the Descriptive Document in this Tendering Process.
Third Party	A sub-contractor or other party who is no part of the contractual relation between the Contract authority and the Contractor.
<u>Schedule of Requirements</u>	Requirements relating to (the scope of) the Contract.
<u>Summary of Additional Information and Changes</u>	The document containing: • our answers to questions from you and other potential Tenderers; • amendments or additions to the Descriptive Document and/or Annexes. The Summary of Additional Information and Changes is part of the Tender Documents.