

Tender Document

**Invitation to tender in accordance with
the European open procedure for the
execution of services for the purpose of
the verification of the African Bio-digester
Component (ABC)**

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Definition of terms

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 framework agreement between the Contracting Authority and the Contractor in which the conditions applicable to the public contracts that will be awarded via this tendering process (Further Agreements) will be recorded within a specific period.
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.
General Government Terms and Conditions	General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI-2018: <i>Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten</i>).
IUC-EZK	The Procurement Office (IUC) – part of the Netherlands Enterprise Agency (RVO.nl), which in turn is part of the Ministry of Economic Affairs and Climate Policy (EZK) – 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.
Most Economically Advantageous Tender	The Tender that achieves the highest definitive total score based on the best price-quality ratio.
Project Specific verification protocol	A verification protocol customized to fit project specific conditions
Public Procurement Act	The Public Procurement Act 2012 (<i>Aanbestedingswet 2012</i>)
Suitability requirements	The requirements with which Tenderers must comply in order to be eligible to win the tender.
Tender	A quotation submitted by the Tenderer in response to this Tender Document.
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.

Tendering authority	Netherlands Enterprise Agency department of the Ministry of Economic Affairs and Climate Policy.
Tender Document	This document and all of its annexes.
Uniform Single Procurement Document	A statement in which the Tenderer declares his compliance with the requirements specified in this document.
Verification system	A description of the overall picture of the verification
Verification procedure	A fixed, step-by-step sequence of verification activities (with definite start and end points) that must be followed.
Verification process	A series of steps taken in order to achieve a particular end.
Verification protocol	An overview of established rules and steps for verification

Abbreviations

BoP	Base of the Pyramid
DSA	Daily Subsistence Allowance
NLMFA	Dutch Ministry of Foreign Affairs
EnDev	Energising Development
GDPR	The General Data Protection Regulation. A legal framework that sets guidelines for the collection and processing of personal information of individuals within the European Union. (AVG)
FI	Financial Institution
LI	Lead Implementer
IVA	Independent Verification Agent
RBF	Result Based Finance
RE	Renewable Energy
SEE-CC	Strengthening Enabling Environment for Clean Cooking
SSA	Sub-Saharan Africa
VAT	Value Added Tax

1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure for the verification on the implementation of Strengthening Enabling Environment for Clean Cooking (SEE-CC) African Bio-digester Component (ABC). For this project we are looking for an independent verification agent (IVA).

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 Netherlands Enterprise Agency (RVO.nl), an agency which is part of the Ministry of Economic Affairs and Climate Policy. IUC-EZK will act as process manager during this tendering process.

1.2 Reason for this invitation to tender

ABC is a 5-year programme, ending on 31 December 2025. It builds on the results of the Africa Biogas Partnership Programme (ABPP) in Kenya, Uganda and Burkina Faso. The programme helps develop and strengthen demand and supply to create sustainable biogas markets. In Kenya, Uganda and Burkina Faso, this will result in mature markets. These markets will continue to scale and provide energy access without public support. In Mali and Niger, ABC will help develop basic market foundations.

The main purpose of verification is to verify if the requirements for paying out results based finance incentives have been met. Additional components to perform verification activities include:

1. Assessing functionality of bio-digesters and associated customer satisfaction.
2. Identifying non-performance of biogas enterprises.
3. Prevention of subsidy related fraud.
4. Timely and accurate reporting to donor on progress.
5. Input for Monitoring, Evaluation and Learning.

Verification of results

Applying RBF as an instrument to reach out to the poor is not without risks. These mainly relate to the risk of fraud and collusion, non-performance of the delivery agents (the private sector) and hence the program as a whole, and the preference of the private sector to invest in better-off market segments. The programme's design includes an elaborate set of checks and balances and additional mitigating measures to minimize these risks to an acceptable level. These include rigid and independent verification of results and claims with additional checks for collusion. Through this tender, RVO wishes to recruit an independent verification agent that will inform the in-country lead implementers to disburse the RBF incentives based on a strict verification protocol.

For a detailed description of the assignment and the activities to be executed by the IVA, please see chapter 2.

1.3 Time schedule

The schedule below applies to this tendering process.

27 December, 2021	Issuing of publication, start of tendering period.
14 January 2022, 12:00 CET	Closure 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).
26 January 2022	Issuing of Memorandum of Information

10 February 2022, 14:00 CET	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.
Week 7 and 8, 2022	Assessment of Tenders.
28 February 2022	Announcement of the award of the Contract.
15 March 2022	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
21 March 2022	Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract.
1 April 2022	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 Description and objective of the assignment

Background

ABC is a 5-year programme, ending on 31 December 2025. It builds on the results of the Africa Biogas Partnership Programme (ABPP) in Kenya, Uganda and Burkina Faso. The programme helps to develop and strengthen demand and supply to create sustainable biogas markets. In Kenya, Uganda and Burkina Faso, this will result in mature markets. These markets will continue to scale and provide energy access without public support. In Mali and Niger, ABC will help develop basic market foundations.

The intervention will result in the installation of at least 50.000 small scale bio- digesters in 5 years across Kenya, Uganda, Burkina Faso, Niger and Mali, providing energy access for at least 250.000 people under the Dutch outcome targets for SDG7. In addition, the intervention will result in the construction and operation of 250 medium scale bio-digesters in Kenya, broadening and reinforcing the biogas sector base in the country.

The activity will be brought under the umbrella of SEE-CC and is executed in partnership with EnDev to synergize with EnDev's increased emphasis on business development support to local companies and to broaden its activities in the sectors' enabling environment, including its -bottom-up- policy support. The biogas component will capitalize on RVOs experience and lessons learned as the pioneer for results based finance (RBF) in the energy access sector. It will leverage existing partnerships and seeks synergies with ongoing agricultural programs of existing donors and beyond. The activity aims to engage a broader group of implementing partners on a competitive basis, making use of the group of existing implementers and by attracting additional specific expertise for dedicated functions in the program like supporting access to finance, business development services and organic fertilizer valorisation.

2.1.2 African Biogas Component

The interventions of the African Biogas Component aligns with EnDev's strong market-based approach, i.e. initiating and fostering markets where private companies provide energy services on commercial terms to end consumers, with sustainability of markets and access as key objectives. This intervention aims to further develop the biogas sector in sub-Saharan Africa building on the experiences and lessons learned from the Africa Biogas Partnership Programme (ABPP).

Envisioned outcomes of ABC

- Demand side strengthened: Increasing numbers of small holder farmers purchase and use biogas.
- Increasing and sustained supply of bio-digesters of various technologies and good quality.
- Strengthened enabling environment; domestic biogas sector is supported by enabling policies, regulations standards, tax regimes and access to finance.

Furthermore, ABC will benefit from the experience and relationships of EnDev's continuous presence and support on the ground. Throughout the intervention the program will result in the construction and installation of 50.000 small scale bio-digesters and 250 medium scale bio-digesters, thereby unlocking socio-economic benefits associated with utilization of bio-digesters for over 250.000 people such as improved access to energy, improved health, fuel savings, time savings, improved soil quality, increased yields, savings on chemical fertilizer and pesticides, improved waste management and increased employment while significantly reducing greenhouse gas emissions.

Results based finance

RBF is a funding mechanism whereby a buyer/donor disburses funds – directly or indirectly – to a recipient (a private entrepreneur) on the basis of delivery of a set of pre-agreed results. RBF adheres to the following key principles:

- Delivery methods of pre-agreed results are broadly defined. Also they are encouraging product and service innovation, and giving flexibility to service providers.
- All eligible service providers are able to participate on a competitive basis.

- Monitoring and verification systems, including fraud mitigation measures, function as the trigger for disbursement.
- Disbursement of funds is contingent on the delivery of pre-determined, independently verified results.

The mechanism places the risk for achieving the results on the recipient's side (private sector), differing from traditional subsidy schemes where the private and public sector usually share the risks through up-front subsidy disbursements. Under RBF, pre-financing the activities that are required to provide energy access to the end consumer is the responsibility of the recipient. In return, the recipient is free to choose and make changes to its project approach or business model, subject to certain safeguards and basic conditions.

The programme will comprise two forms of RBF. One is to support biogas enterprises in scaling their business and one is targeting financial institutions to increase risk appetite and interest in financing bio-digesters. End-user RBF incentives will be disbursed from the LI to FI's. RBF targeting biogas enterprises will be disbursed by the LI to the biogas enterprises. The IVA will verify the loans provided by FIs through checking data as well as phone-based verification of the end-users. Regarding the stream of RBF towards biogas enterprises, the IVA will use both digital and phone-based verification and execute field visits.

Envisioned impacts

- Increased utilization of bio-digesters results in reduction of greenhouse gas emissions and increases socio-economic developments through improved access to energy, improved health, fuel savings, time savings, improved soil quality, increased yields, savings on chemical fertilizer and pesticides, improved waste management and increased employment.
- Increased level of market development results in markets that continue to operate and scale beyond the intervention and autonomously increase access to bio-digester technology.

2.1.3 Verification tasks

RVO has pre-designed the roles and responsibilities of the LI and IVA regarding the verification process of RBF. The IVA will follow the described approach to comply with (e.g. built operational bio-digesters and loans from FIs) and the rules for disbursement of claims. Based on the protocol proposed by RVO the IVA may suggest improvements to the designed approach.

Under ABC, verification of results is outsourced to a third party. The activities evolve around verification of the data collection, as done by biogas enterprises, as directly uploaded to an online database.

- **Digital verification of digesters**

Mobile data collection tools (TaroWorks and Salesforce) are used by biogas enterprises to upload the information. TaroWorks extends Salesforce's CRM capabilities to the field, even when there's no internet or data connectivity. Their mobile field service application is deeply integrated into Salesforce and allows biodigester companies to collect and upload data, which can be analyzed with Salesforce reports in near real-time. The captured data (including photo of the plant, the GPS coordinates of the plant and commissioning dates) is automatically uploaded to the online database. This data will be shared with the IVA for further verification.

- **Digital verification of loans provided**

FI's will directly link to the IVA for RBF incentive reporting. Additional data will be provided by the (to be installed) finance facility agent on the financial incentives provided by the LI towards financial institutions (MFI's, banks etc.). Data will be handed over to the IVA for further verification procedures.

- **Phone-based verification**

The IVA calls all households upon construction/ installation to verify that a fully operational biodigester is present through a predefined questionnaire. Any non-responsive household will be called at least three times. Additional questions about financing will be included for verification of loans provided by FI's. All households (100%) of newly installed bio-digesters are contacted through the IVA's phone-based verification scheme. On a weekly basis, the LI will be informed by the IVA through lean reporting. These reports will provide a basis for the LI to implement the RBF-scheme supporting both the biodigester enterprises as well as the financial institutions. Households will be called at least three times within the first month before they are flagged as non-responsive. These non-responsive households and those with non-functioning bio-digesters and/ or other reasons of dissatisfaction, will be flagged for repairs and prioritized for field visits. One year upon construction/ installation (between 12 and 14 months) the IVA will verify whether the installation is still operational and if after sales service has been provided. The IVA will provide input to the LI who in turn will work with biogas enterprises to ensure that households are serviced in a timely (of bedoel je effective?)manner.

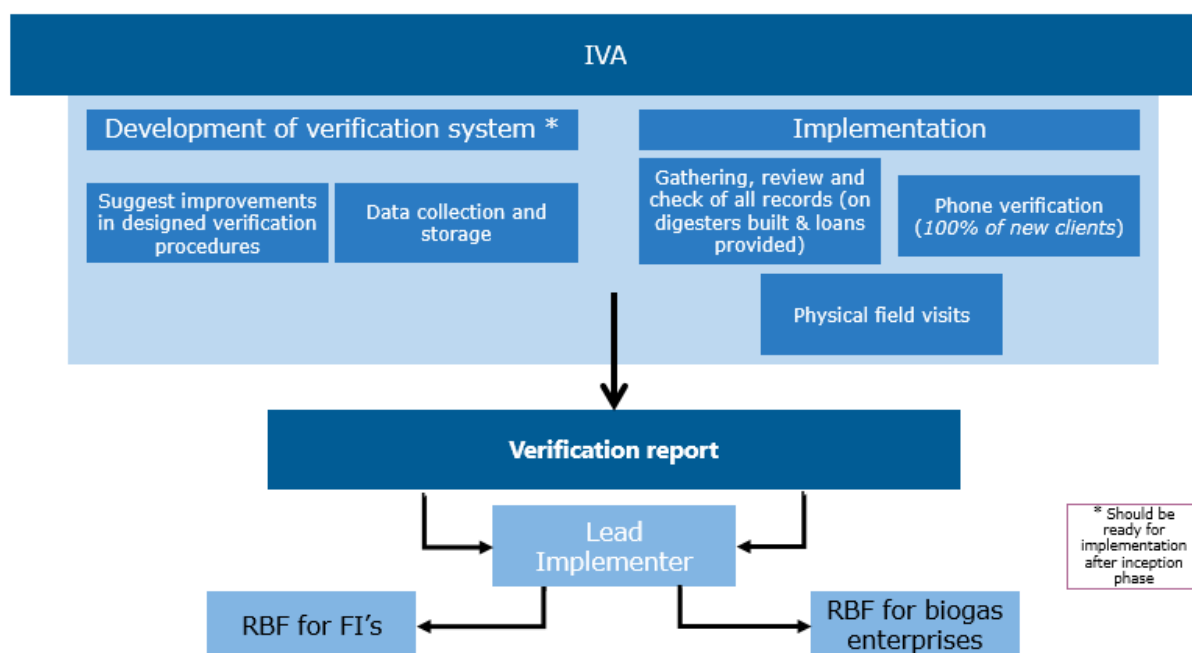
- **Field visits**

Based on the IVA reporting, the in-country lead implementor (LI) disburses the financial incentives to the biogas enterprises. The IVA will include random field visits, regardless of location throughout the country of operations, of at least 10% of total newly built digesters based on risk profiling. Field visits will include all households that are unreachable through phone-based verification (households will be called at least three times before flagged as non-responsive) or mention anomalies/ problems with digester. The IVA will connect with the LI who can connect with the biogas enterprises to service households in an efficient manner. In case of extreme high amounts of unreachable households and problems with the products, the LI will, in close collaboration with RVO, step in to make sure the necessary amounts of fields visits do not reach over 15% of the total.

- **Fraud**

There is a code of conduct and whistle-blower policy in place. RVO fraud coordinator will be called upon in case fraud is suspected. Contracts with implementing biogas enterprises and FI's will be terminated in all cases of fraud and legal action will be taken.

2.1.4 Roles of the Independent Verification Agent



The IVA will be invited to co-develop and implement the verification system which is based on:

- Co-design of the verification process, verification procedures and verification protocol as developed by RVO.
- Alignment with the LI. Provision of phones and roll-out of Taroworks and Salesforce data-recording tools in target countries will be done by the LI.
- Implementation of the verification system.

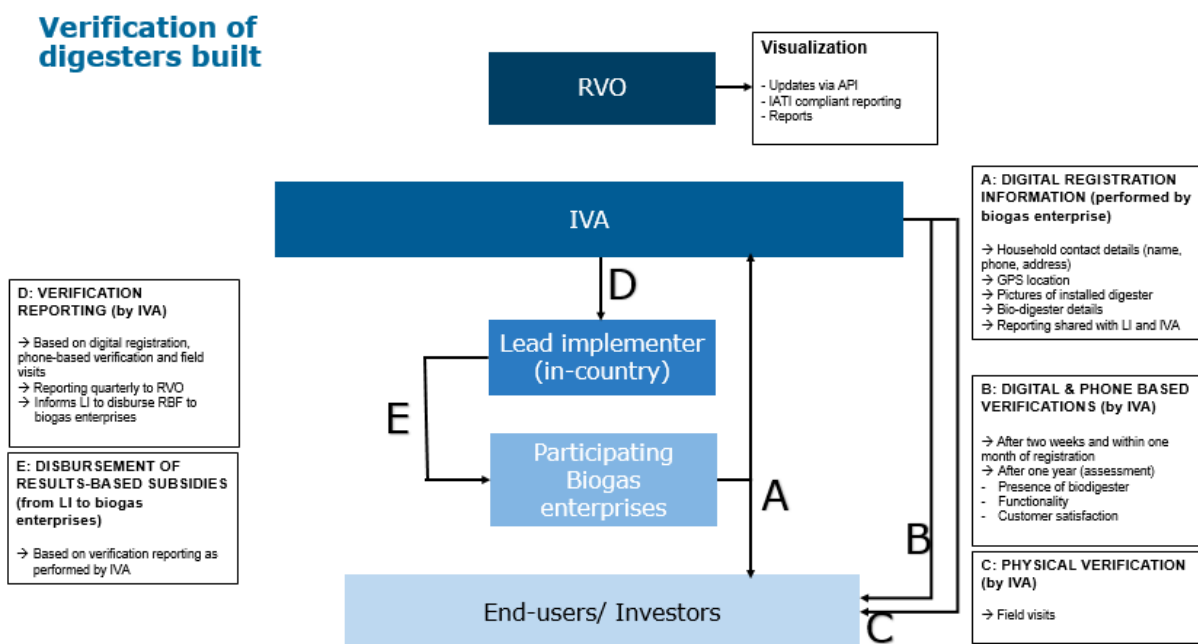
This should be ready for implementation after the inception phase of the ABC programme. Various documents and insights regarding the verification process are pre-designed by RVO and will be shared to assist the IVA in its process.

The responsibilities of the IVA shall include, but is not restricted to:

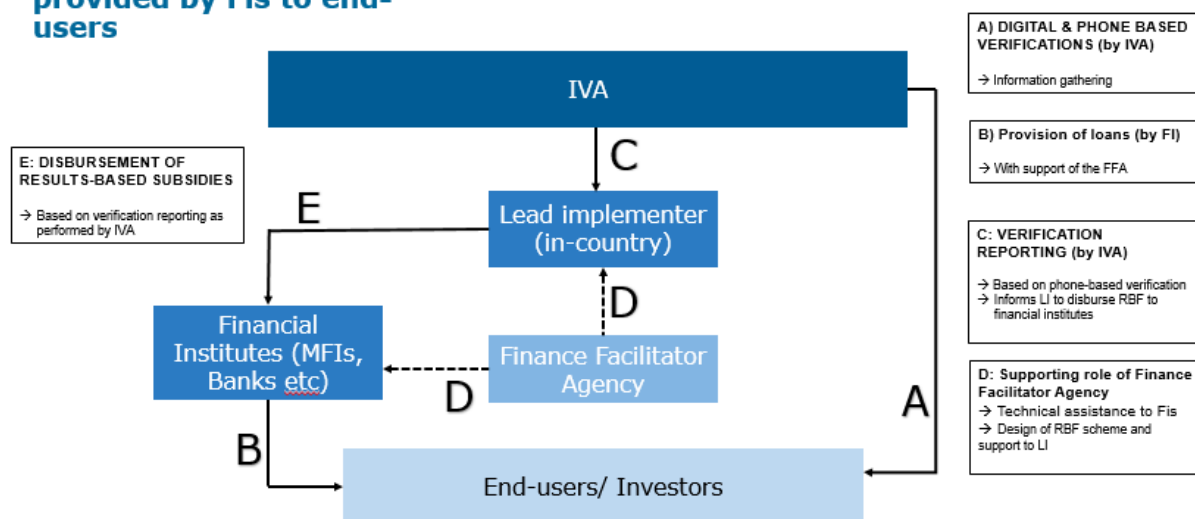
- Provide input/ adaptations to the pre-designed IVA protocol. Any by the IVA suggested adaptations to the verification system during the contract period is subject to approval by RVO.
- Operationalize the verification system ensuring a uniform and consistent approach across projects.
- Having appropriate implementation arrangements to conduct verification.
- Verifying digital information, as uploaded through biogas enterprises (use of Taroworks and Salesforce), provides input for phone-based verification.
- The verification of digital information that is submitted by biogas enterprises will be followed up by phone-based verification. All households (100%) will be phoned between 2 and 4 weeks after the digester is purchased.
- The IVA will perform field visits of 100% of all non-reachable end-users/ those reporting problems. Additionally, a minimum total of 10% randomized visits will take place. The random visits will be geographically stratified.
- We encourage an early start of physical/ field visits to trace possible fraudulent behavior early on in the process.
- All households will be contacted one year after the purchase of a digester (within a timeframe between 12 and 14 months).

- The responsibility for selection, training, supervision and co-ordination of the field-teams including quality assurance rests with the IVA. RVO needs to be informed on any selected third parties if being contracted.
- Having local capacity in-country of operation, via consortium or otherwise, is considered a strong-point.
- Submit performance verification reports to the LI after the verification of results, in accordance with the agreed template.
- Verification reports on built digesters will be shared with in-country LI who are responsible for disbursement of RBF incentives. The verification reports will include an overview of the digesters for which the RBF incentive can be disbursed and the digesters for which irregularities are found.
- Three market reports, based on questionnaires of up to 11 designed questions by RVO and LI.
- Verification reports on loans taken by end-users will be shared with in-country lead implementors who are responsible for disbursement of RBF incentives.
- Based on the gathered data (largely phone-based, supported by questionnaires developed by RVO and LI) market reports will be finalized at the end of the project lifecycle.
- The IVA will carry out all other relevant actions necessary for the successful conduct of the verification task.
- Immediately report to RVO any suspicion of fraud or corruption.

2.1.5 Verification Models



Verification of loans provided by Fis to end-users



Verification

Following the lines in the model displayed, RVO enters into contract agreements with in-country coordinators (lead implementers), and the Independent Verification Agent (IVA) who are guided and directed during the process.

The IVA is responsible for verifying the RBF-schemes as provided by the lead implementer (LI). This includes RBF-incentives for financial institutions to increase the uptake of loans for buying bio-digesters as well RBF-incentives for biodigester enterprises building/installing digesters. The IVA directly informs the Lead Implementer and will keep the RVO informed about the progress. This will be done through checking of provided data, phone-based verification and field visits.

Only after successful verification the LI provides businesses with results-based finance (RBF) and other support. This is why the verification is on a continuous basis and will take place between 2 and 4 weeks after the digester has been built, as the verification from the IVA unlocks the transfer of RBF incentives to biogas enterprises that participate in the RBF scheme. The Lead implementer will furthermore act on signals of the IVA regarding poor performance of specific enterprises. End-users are the target households/ investors who purchase the biodigesters.

Deliverables and foreseen timeline

Deliverable	When due
Agreement on verification protocol and handbook	1 week after starting date of contract
Inception Report	2 weeks after starting date of contract
Finalized verification handbook	2 weeks after starting date of contract
Verification of digital data gathered automatically through biogas enterprises, FI's and other key stakeholders	Ongoing throughout project lifecycle
Performance verification reports (based on phone-based verification) for RBF incentives and annual after sales	Ongoing throughout project lifecycle
Performance verification reports (based on field visits)	Ongoing throughout project lifecycle
Semi-annual results report	2 nd week after every 6 th month (counting from the starting date of the contract)
3 multi-country market studies	Questionnaires to be prepared by LI and RVO with maximum of 11 questions

- **Monitoring and Evaluation**

The RVO will develop a monitoring and evaluation plan. Based on a pre-defined set of indicators, established by RVO, the IVA will develop a lean questionnaire for monitoring purposes. The IVA will collect the monitoring data during the verification process. The collected data will be analysed by the IVA and reported in the semestrial results report. The monitoring is not seen as a separate activity but should be integrated in the verification activities as proposed under activity 4.

2.2 Lots

The invitation to tender has not been divided into lots, because the work does not lend itself to being divided into lots.

2.3 Contract Period

The Contracting Authority intends to conclude a Contract for a period of 4 years, starting from contracting date.

2.4 Scope of the assignment

The Tendering Authority has estimated a total contract value €1,157,000,- (exclusive of VAT).

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 Reporting

The following schedule applies to the delivery of reports and results. The results will be considered as means of verification. After approval of each product by RVO, the next payment can be approved (see paragraph 3.7).

Phone-based verification with end-users will take place in local languages and dialect. Additional communication materials in can also be in French, local dialect or other languages that the context requires. All reporting and correspondence on this project with RVO, however, shall be in English.

During the contract period the IVA will provide the following reports:

Type of reporting	When due
Inception Report	2 weeks after starting date of contract
Verification handbook	2 nd week of April 2022
Performance verification reports (based on phone-based verification)	Ongoing throughout project lifecycle
Performance verification reports (based on field visits)	Ongoing throughout project lifecycle
Semi-annual results report	2 nd week after every 6 th month (counting from the starting date of the contract)
3 multi-country market studies	In 2024
Final Report	March 2026

3.1.1 Inception Report

This report will provide a detailed proposal and describes the adjustments considered with respect to the proposal. It further elaborates on the workplan and timeframe. The inception report shall include, but is not restricted to:

- Planning
- Risk analysis and mitigation measures
- Deployment of team
- Analysis of documents provided by RVO before the kick off meeting regarding protocols and procedures and lessons learned from previous energy access focussed RBF schemes.

3.1.2 Verification handbook

In the verification handbook all details regarding the verification system are described and explained. The handbook provides both the IVA, RVO and the in-country stakeholders with all information needed to organise, implement and monitor the verification system. The verification handbook shall include, but is not restricted to:

- The administrative organisation of the verification process (A&O).
 - The A&O should describe the verification process and clarify the roles and

responsibilities of each entity in this process. In support of the description a visualisation of the process is required.

- The verification procedure should provide a detailed description of the verification methodology including:
 - A detailed description and visualisation of the verification procedures for pre-fab biogas and fixed biogas installations as well as the uptake of loans by end-users to purchase these.
 - The methodological underpinning of each step in the verification procedure. This will include a description of the 100% phone-based verification and 10% sampled field visits.
 - A description of the different forms of non-verification and a specification of thresholds and actions with respect to non-verification and fraud.
 - Description of the procedure for correcting non-verifiable claims or unintentional mistakes.
 - Specification of products purchased by end-users.
- Overview of all rules and regulations with regards to the verification process.
- Format and forms for specified steps in the cycle in order to ensure uniformity and efficiency:
 - Request for verification.
 - Verification reporting format.
 - (Semi-annual) results report.

3.1.3 Performance verification report

For all data verified connected to RBF, a report should be shared with the LI. This can be via email on an ongoing basis. The data include the submitted digital data (provided through Taroworks and Salesforce by the biogas enterprises) and inputs from the FIs and finance facilitation agent supporting the LI. After the phone-based verification, the IVA needs to deliver a short performance verification report, which provides the LI with the insights to disburse the RBF-incentives. This will result in an ongoing process of reporting performed between 2 and 4 weeks after a digester is built. One reporting component will focus on the digesters built and the RBF targeting biodigester enterprises and one reporting component focusses on the loans taken up by end-users to purchase these digesters. A copy of the reports will be shared with RVO. Such a report should be provided digitally and at least provide the following information:

- Summary of verification activities undertaken.
- Separate components on 1) RBF incentives for biodigesters build, 2) RBF incentives for after-sales 3) RBF incentives related to FI's
- Presentation of verified results along with recommended disbursement levels.
- Summary of major discrepancies between provided information and verified results along with short explanations for such discrepancies.
- Problems occurred during verification. Any deviations that were made from the protocol will be discussed with RVO directly.

3.1.4 Semi-annual Results Report

This report should provide RVO with an overview on progress and performance of the verification process. Additionally, this report should provide the results from the monitoring data that were collected. This report shall include but not be restricted to the:

- Verification progress
- Monitoring data report
- Methodological issues, problems and deviations from the protocol that occurred during verification.
- Country team performance.
- Average price of verification specified by country/ region.

3.1.5 Multi-country market studies

It is expected the IVA will perform at least 3 market studies based on a questionnaire to be prepared by LI and RVO. Questionnaires are limited to 11 questions. The reports will be expected at the end of the project lifecycle before 2025.

3.1.6 Final Report

An overall in-depth description and analysis providing insight and overview of RBF incentives disbursed combined with elaboration on any fraud/ problems encountered under the project.

3.2 Requirements relating to the data-collection and storage tool Taroworks

For verification a central web enabled data-collection and storage tool is pre-selected by RVO and the selected LI's are familiar with its usage. Taroworks in combination with Salesforce has proven to:

- Be a simple to use for both educated and non-educated users
- Be functional off-line given the geographical scope of the programme
- Contain universal forms to list consumer information (contact details), GIS information and pictures of installations
- Be useable for storage of sales information and for verification and collection of monitoring data by means of questionnaires

It is expected that the verified data would be handled by the IVA to:

- Connect real time sales data with a counting tool and map on the RVO website
- Stored with a data guarantee for 12 years

Data handling must comply with the European privacy law, called General Data Protection Regulation (GDPR or Algemene Verordening Gegevensbescherming, AVG).

3.3 Requirements relating to the IVA/ consortium

- Experience/ track-record in managing international projects, preferably in a multi-country context.
- Has an understanding of the energy access/ energy services field.
- Excellent project management skills.
- Experience/ track-record in developing countries, preferable SSA.
- Demonstrated capacity to deliver within tight timelines.
- The party or consortium needs to be independent. For a party to be independent it cannot have any conflict of interest related to the assignment. This means a party may by no means be part of, or be related to the energy access product supply chain. A party may not have a financial stake in the project beyond their verification work. A party's work must be free from the influence, pressure or interference of any other party, be it internal or external to the project.

A knowledgeable, skilled and well balanced team composition covering all relevant expertise needed to design and implement the verification system. This includes:

- Knowledge on financial auditing, due diligence and fraud detection.
- The party should have documented capacity to mobilize a (large) team of data monitors in the project area in a timely, efficient manner without possible conflict of interest. Having own staff available to execute these activities is considered an advantage.
- Experience with the design and /or monitoring of results based financing schemes in the RE industry is considered an added value.
- Availability of staff that speaks the local languages/dialects in the target countries.

3.4 Requirements relating to third parties

- The third party, or consortium, needs to be independent. For a party to be independent it should not have any conflict of interest related to the assignment. This means a party may by no means be part of, or be related to the energy access product supply chain. A party may not have a financial stake in the project beyond their verification work. A party's work must be free from the influence, pressure or interference of any other party, be it internal or external to the project.
- Demonstrated experience in organizing and planning survey logistics,
- Track record in coordinating and executing large scale data collection activities
- Experience in using portable electronic devices for data collection
- Geographical reach within the country of operation

3.5 Requirements relating to the prices/rates

- The Tenderer will provide an overview of the prices and rates applicable to this assignment by filling out the appendix entitled 'Prices/Rates'.
- The price/rates must be all inclusive. In any event, they must include all of the following: wage costs, overheads (e.g. accommodation and wage costs for support staff), costs relating to the use of equipment and machinery during the assignment, insurance costs, any applicable costs for e-invoicing, and local travel and accommodation expenses as well as any currency risks.
- The Tenderer will not submit any zero or negative prices/rates.
- The rate is fixed up to the maximum price of € 1,157,000.—(1.157 Million Euros) for the durations of the agreement and cannot be indexed. The Tenderer will provide a budget with fixed hourly/daily rates, specified according to the various duties aligned with the number of verified digesters with the pre-set timeframe.

3.6 Tax-related requirements

- The Tenderer indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (*Belastingdienst*) or other tax authorities.
- 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.
- If the Tenderer indicates that no VAT is applicable, then he agrees to provide documentary proof of the grounds for this to the Contracting Authority within fifteen calendar days of the request to do so.
- 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.
- 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.

- 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.
- 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.

3.7 Invoicing requirements

The following payment schedule applies:

- 25% at the start of the contract
- Setup payment scheme for 65% will be based on the approved deliverables mentioned in chapter 3.1.
- 10% after approval of the final product.

3.7.1 You must include a summary of the actual hours/days worked in accordance with the applicable rates.

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 Peppol
- E-invoicing through a service provider.

For companies not established in the Netherlands

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

4. Requirements concerning the Tenderer

4.1 Introduction

In this section, you can find the requirements set by the Tendering Authority to determine whether particular Tenderers are suitable to be awarded the Contract. For this purpose, Exclusion Grounds and Suitability Requirements have been set.

You can indicate whether or not the Exclusion Grounds apply to you and whether or not you are in compliance with the Suitability Requirements by completing the 'European Single Procurement Document'.

The 'European Single Procurement Document' is a PDF file that has been partially filled in for you. You must fill in the rest of the form, print it, legally sign it, scan it and submit it together with your Tender via TenderNed (see paragraph 7.3.15).

4.2 Exclusion Grounds

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' ('Gedragverklaring Aanbesteden' -no older than 2 years)
3. Tax statement (no older than 6 months)

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

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

4.3 Suitability Requirements

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

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

4.3.1 Financial and economic standing

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

- a. That he possesses sufficient financial and economic capacity to fulfil the contractual obligations.
- b. That the Tenderer is unaware of any possible claims against him that may compromise his organisation's financial-economic capacity or continuity, and that no investment is required during the Contract period that may have a similar compromising effect.
- c. That the Tenderer has a sufficient level of professional and/or statutory liability insurance for the fulfilment of the assignment and that in the event of the Contract being awarded to him, will remain sufficiently insured throughout the duration of the assignment(s).

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

Proof of the economic operator's economic and financial standing may, as a general rule, be furnished by one or more of the following references:

- a. appropriate statements from banks or, where appropriate, evidence of relevant professional risk indemnity insurance;
- b. the presentation of financial statements or extracts from the financial statements, where publication of financial statements is required under the law of the country in which the economic operator is established;
- c. a statement of the undertaking's overall turnover and, where appropriate, of turnover in the area covered by the contract for a maximum of the last three financial years available, depending on the date on which the undertaking was set up or the economic operator started trading, as far as the information on these turnovers is available.

If the data of the Tenderer's parent/holding company is used in relation to the aspect of financial-economic capacity, then the Tenderer must provide a statement from the parent/holding company that specifies that the parent/holding company unconditionally acts as a guarantor for the obligations to be undertaken by the subsidiary company and any debts arising from the Contract incurred by the subsidiary company. The statement by the parent/holding company must be signed by a legally authorised representative.

4.3.2 Reference data (technical qualifications)

The Tendering Authority has set the following core competences, which demonstrate experience with essential aspects of the assignment:

- Experience with leading international large scale complex, multi-country and financially sizeable projects.
- Experience with the design and implementation of monitoring studies.
- Experience with projects in sub-Saharan Africa
- Experience with service provision regarding data-collection and data storage software and tools.

By signing the 'European Single Procurement Document', the Tenderer declares that he has carried out at least one reference assignment for each of the core competences listed above that meet 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(s) must be at least € 450,000. 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 (do not submit together with the Tender – only submit when requested by the Tendering Authority):

You may not provide more than one reference for each core competence. If a single reference testifies to multiple competences that comply with the applicable requirements, then you can use the same reference for these different core competences.

Provide one reference assignment for the core competence mentioned above. The reference must be signed by the referee (the Contracting authority in question).

The references must also demonstrate that they have a value of at least € 450,000

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

4.3.3 Professional/trade register extract

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

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

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

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

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

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

5. Award criteria and assessment

5.1 Introduction

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

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

30 points maximum	assessment Aspects
60 points maximum	Quality of the project approach proposed
10 points maximum	Total price offered (excluding all taxes)

5.2 Quality criteria

5.2.1 Award criteria relating to the Independent Verification Agent

You will provide evidence of the expertise and experience of the project leader(s) you have proposed by submitting his/ her detailed resume. Also submit a written answer that covers all assessment aspects. An assessment of the below criteria will be made based on the curriculum vitae as well as relevant information in the tender.

In your tender please state the team members that you propose to deploy in the project team, based on the areas of expertise that are required. Please enclose the curriculum vitae of the team members you propose to execute the project and specify in the budget overview the deployment of each team member.

Max. no. of points available 30	Assessment aspects
5	The degree of organizational and managerial skills of the project leader in managing large scale complex and financial sizeable projects, including a demonstrated capacity to deliver within tight timelines.
5	The way in which the project leader will deploy his/her skills in the project: vision of the role of project leader within the project, including the division of roles that (s)he envisages for the deployment of team member.
2	The degree in which the project leader is familiar with /has a basic understanding of the energy access field in developing countries.
3	The degree of demonstrable experience with international project management. Preferably, experience in managing a multi-country context project and projects in SSA.
5	A knowledgeable, skilled and well balanced team composition covering all relevant expertise needed to develop and implement the verification system. This includes a specification of the deployment of each team member.
3	In depth knowledge on energy access and/or energy services for the BoP. (preferably in countries eligible under the RBF program).

4	Verifiable excellent statistical and research expertise (Demonstrated experience in sample design and statistics, experience with data management of large-scale surveys)
2	Experience with the design and /or verification of results based financing schemes. Preferable in the RE industry.
1	Proficiency in relevant international and local languages and local cultures (either in-house or via consortium partners)

5.2.2 Award criteria relating to Project Approach

Submit a description of your project approach that covers all assessment aspects.

Max. no. of points available 60	Assessment aspects
10	The vision on verification, quality of risk identification and fraud
10	A convincing, realistic project plan has been formulated, including: • An elaboration of how the various requested deliverables as described in chapter 3 - within the requested timeframe - are realized. • A specified budget • A risk assessment and mitigation measures
15	A description of the envisioned methodology of the verification. At least specifying the various steps and procedures of the verification: data check, phone - and field verification and if relevant due diligence.
15	Clear vision on the deployment of field teams including a description on how independent and qualified field teams will be available on time. Including selection criteria and minimum requirements for the field teams.
10	Linking in the data collection and storage tools (Taroworks/ Salesforce) and visualization

5.3 Assessment method for qualitative award criteria

During the assessment, the assessment team will work in accordance with the following scale for the weighting of the quality criteria.

Quality of the response	Weighting percentage of the maximum points available per preference
Excellent, with great added value	100%
Very good, with some added value	90%
Good	80%
Ample	70%
Satisfactory	60%
Average	50%

Fair, not completely satisfactory	40%
Unsatisfactory	30%
Poor, insufficient	20%
Very poor, insufficient	10%
No response provided	0%

5.4 Assessment of preferences in relation to prices/rates

Points will be awarded for the quality of the cost specification, the effectiveness of the use of the project resourced and the total price offered in the offer according to the following table, up to a maximum of 10 points.

Offers with a price above **€ 1,157,000,--** (exclusive of VAT) will result in your Tender being disqualified from the assessment process and therefore you are eliminated from contention. The points awarded for the total price will be based on the price ranges specified in the following table:

Total price offered (exclusive of VAT)	Points awarded
Offer is lower than 1,130,000	10 points
Offer is 1,130,000 or higher	9 points
Offer is 1,133,000 or higher	8 points
Offer is 1,136,000 or higher	7 points
Offer is 1,139,000 or higher	6 points
Offer is 1,142,000 or higher	5 points
Offer is 1,145,000 or higher	4 points
Offer is 1,148,000 or higher	3 points
Offer is 1,151,000 or higher	2 points
Offer is 1,154,000 or higher	1 point
Offer is 1,157,000	0 points
Offer is higher than max price 1,157,000	rejected

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 subcriterion 5.2.2 "Project Approach". 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): Mr Gert Goorhuis, purchasing advisor, e-mail gert.goorhuis@rvo.nl with a CC to the email address of the deputy contact person Ms Liesbeth Pepping, e-mail Liesbeth.pepping1@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 Guide Information security and Privacy for suppliers

Protecting information and personal data is the top priority for the Ministry of Economic Affairs and Climate Policy (EZK). That requires significant effort from our own employees, but also from our suppliers. You can read more about it in this concise guide.

[Suppliers guide Information Security and Privacy EZK](#)

7.3.11 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.

7.3.12 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.

7.3.13 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.

7.3.14 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 your tender via TenderNed's announcements platform.
- For more information on registering and establishing your organisation with TenderNed and digital submission of your Tender, visit <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.

7.3.15 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 2	Prices/rates included in the quotation	Fill in, legally sign and add to TenderNed
CV and examples asked at the Award criteria	CV('s), examples	Add to TenderNed

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

7.3.16 Legally binding signature

A legally binding signature means that a document has been signed by a duly authorized representative.

If it is recorded in the professional or company register that two or more persons only have joint powers of representation, then the documents requiring a legally binding signature must be signed by those two or more persons. If any restrictions are in place regarding the authorization to represent the organization, then these must be taken into account.

Where a legally binding signature is required, the Contracting Authority accepts either an original handwritten signature, or the qualified electronic signature within the meaning of article 3: 15a of the Civil Code (or EU Regulation no. 910/2014, article 3, part 12).

Please note: it is not possible to sign the European Single Procurement Document with a qualified electronic signature immediately. You can provide the ESPD with a handwritten signature or you must make a digital PDF printout of the PDF form, after which the qualified electronic signature can be placed on this digital PDF printout.

The lack of a legally binding signature in principle will lead to exclusion from the tendering procedure. In that case, however, you will be given one single opportunity to correct it within 48 hours.

7.3.17 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.

Upon the award of the Contract, the Tendering Authority will request – prior to the commencement of the Contract – that the winning principal contractor provides the following information:

the name, contact details and legal representatives of the subcontractor that will be involved in the execution of the services.

7.3.18 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.

7.3.19 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.

7.3.20 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.

7.3.21 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.

7.3.22 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.

7.3.23 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.

7.3.24 Request for supplementary information concerning the Tender

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

7.3.25 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.

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: "Brochure E-factureren Rijksoverheid"

Annex 6: Complaints Procedure