



Tender Document

Invitation to tender in accordance with the European open procedure for the execution services "The Mali Business Support programme".

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Definition of terms

Contracting authority	The State of the Netherlands, represented by the Minister of Economic Affairs and Climate Policy, who concludes the Contract with the Contractor on behalf of the Tendering authority.
Contractor	The party with which the Contracting authority concludes the contract.
Contract	The written agreement between the Tendering 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 Criterion	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.
European Single Procurement Document	Statement in which the Tenderer declares their compliance with the requirements specified in the annexes of the Uniform Single Procurement Document by means of filling in and signing this European Single Procurement Document.
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) of the Ministry of Economic Affairs and Climate Policy (EZK) – part of the Netherlands Enterprise Agency (RVO.nl), which in turn is part of the Ministry of Economic Affairs and Climate Policy – will serve as process manager during this tendering process.
Memorandum of Information	A document containing all questions asked and answers given, in anonymised form and, if applicable, additional information. This includes the questions and answers submitted via TenderNed.
Most Economically Advantageous Tender	The Tender that achieves the highest definitive total score based on the best price-quality ratio.
Public Procurement Act	The Public Procurement Act 2012 (<i>Aanbestedingswet 2012</i>)
Processing Agreement	An agreement signed by the Tendering authority and the Contractor concerning the processing of personal data by the Contractor.

Suitability requirements	The requirements with which Tenderers must comply in order to be eligible to win the tender.
Tenderer	An entrepreneur or entrepreneurs who have submitted a Tender or is/are planning to submit a Tender. In this document, the word 'you' is taken to mean the Tenderer.
Tender	A quotation submitted by the Tenderer in response to this Tendering Document.
Tendering authority	The Netherlands Enterprise Agency (RVO), an agency of the Ministry of Economic Affairs and Climate Policy of the Netherlands.
Tender Document	This document and all of its annexes.

1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure for the service The Mali Business Support programme.

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

1.1 Tendering Authority and IUC-EZK

This tendering process is being conducted on the instructions of the Netherlands Enterprise Agency (RVO.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

This tender takes place within the framework of the Private Sector Development Toolkit of the Ministry of Foreign Affairs, carried out by the Netherlands Enterprise Agency (RVO.nl). The program supports the realization of ideas by sharing knowledge and awarding assignments and tailor-made grants.

The Embassy of the Kingdom of the Netherlands in Bamako, Mali aims to promote sustainable private sector development and youth entrepreneurship and employment. As part of this objective, the country specific yearplan 2021 states to participate in the PSD programmes *Fonds d'Appui à la creation d'entreprises par les jeunes* (FACEJ) and *Environnement Propices à l'Entrepreneuriat de Croissance* (EPEC). The embassy co-finances FACEJ and EPEC together with the Danish Embassy in Bamako.

Through the programmes EPEC and FACEJ young (aspiring) entrepreneurs are trained and enabled to develop their business ideas into actual businesses. To truly bring these business to fruition the most promising young and female entrepreneurs will benefit from further coaching and support after graduating from the FACEJ and EPEC programmes. The ultimate goal of this project, therefore, is to improve the entrepreneurial ecosystem and strengthen the Malian Micro-, Small- and, Medium Enterprises (MSMEs) which ultimately leads to increased job opportunities for Malian youth.

Together with the Netherlands Embassy and the Danish Embassy, RVO further developed this idea and consulted with relevant stakeholders in Mali, which results in the following invitation to tender.

'Project' hereafter refers to the assignment in Mali which is described in the following chapters. for which RVO started this tender procedure.

1.3 Time schedule

The schedule below applies to this tendering process.

September 27, 2021	Issuing of publication, start of tendering period.
October 14, 2021 12:00 CET	Closure of round of questions: deadline for the Tenderer to submit questions regarding this Tender Document and the Contract (including the general terms and conditions) and/or proposals for textual amendments to the draft Contract (including the general terms and conditions).
October 28, 2021	Issuing of Memorandum of Information
November 8, 2021 12:00 CET	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.
Week 44 up to and including week 46 2021.	Assessment of Tenders.

November 29, 2021	Announcement of the award of the Contract.
December 20, 2021	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
December 20, 2021	Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement.

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

2.1.1 Project Purpose

Through the programmes EPEC and FACEJ young (aspiring) entrepreneurs are trained and enabled to develop their business ideas into actual businesses. After conclusion of the training and support through the FACEJ and EPEC programmes the most promising young and female entrepreneurs can benefit from further coaching and support to bring their business to the next level. This project aims to offer that follow-up support to a selected group of FACEJ and EPEC alumni.

The ultimate goal of this project, therefore, is to improve the entrepreneurial ecosystem and strengthen the Malian Micro-, Small- and, Medium Enterprises (MSMEs) which ultimately leads to increased job opportunities for Malian youth.

2.1.2 Strategic Embedding

As part of the Multiannual Regional Plan (MARS) 2019-2022 the EKN BAM aims to promote sustainable private sector development and youth entrepreneurship and employment.

As part of this objective, the country specific yearplan 2021 states to participate in the PSD programmes *Fonds d'Appui à la creation d'entreprises par les jeunes* (FACEJ) and *Environnement Propices à l'Entrepreneuriat de Croissance* (EPEC) which corresponds with the recommendations of the Catalistas scoping studies on barriers and opportunities for young and female entrepreneurs commissioned by EKN BAM and RVO in 2019. The embassy co-finance FACEJ and EPEC together with the Danish Embassy in Bamako. Additional I4Y (initiatives for youth) activities were foreseen by RVO support, generating more impact of the bigger beforementioned decentrally funded programs.

The FACEJ programme focusses on providing Malian youth with entrepreneurial skills training, access to funding and business development support to selected young and female (aspiring) entrepreneurs.

The EPEC programme focusses on improving the entrepreneurial ecosystem in Mali. This means the EPEC programme aims to improve the environment for the creation and development of Malian businesses.

This project is one of the foreseen I4Y activities and aims to offer follow-up support to the successful and promising graduates of the FACEJ and EPEC programme.

2.1.3 Institutional setting

For this programme two layers of institutional stakeholders can be identified. The first layer consists of the relevant stakeholders for the project coordination and the second layer consists of the relevant stakeholders for the project implementation.

Layer 1;

EKN BAM

- Project oversight in collaboration with Netherlands Enterprise Agency (RVO) and Danish Embassy
- Communication and coordination with other interested donors in Mali (EU, AFD etc)
- Creating networks with Dutch companies, experts and organizations.

Danish Embassy

- Project oversight in collaboration with EKN and RVO
- Possible co-funding and signalling potential synergies with new SME/Private sector projects
- Communication and coordination with other interested donors in Mali (EU, AFD etc)

- Creating networks with Danish companies and facilitating access to SME finance institutions

Layer 2;

SwissContact

- Implementing partner for the aforementioned FACEJ programme.
- Identification of strong entrepreneurs that are ready and willing to engage in the new mentoring project
- Proposition of selection criteria
- Facilitate hand over process between FACEJ and new project.
- Link mentoring project to FACEJ entrepreneur network
- Identification of mentors that can support the project

IFC/Worldbank

- Implementing partner for the aforementioned EPEC programme.
- Identification of strong entrepreneurs that are ready and willing to engage in the new mentoring project
- Proposition of beneficiary criteria
- Facilitate hand over process between EPEC and new project
- Link mentoring project to relevant EPEC stakeholders, a.o.
 - o Mali Business Angel Network
 - o API
- Identification of mentors that can support the project

Governmental Organisations

- Agence pour la Promotion des Investissements (API)
- Ministère de la Promotion des Investissements et du Secteur Privé (MPISP)
- Chambre de Commerce et d'Industrie du Mali (CCI)

Business Support Organisations (BSOs) can provide ;

- Potential source of knowledge and mentors
- Training and networking of entrepreneurs
- Facilitate links for entrepreneurs
- Hosting external trainings
- Organising study trips/exchange visits abroad for selected entrepreneurs
- Support entrepreneurs with revising business plans and scaling up their businesses if needed.

**non exhaustive* list of BSOs*

DoniLab

Impact Hub Bamako

Bamako Incubator

Jokkolabs

Knowledge Institutes can provide ;

- Potential source of knowledge and mentors
- Training and networking of entrepreneurs
- Organising study trips/exchange visits abroad for selected entrepreneurs

**non exhaustive* list of KIs*

[Université des sciences, des techniques et des technologies de Bamako](#)

[Université des lettres et des sciences humaines de Bamako](#)

Université des sciences juridiques et politiques de Bamako

Established Private Sector can provide ;

- Potential source of knowledge and mentors
- Training and networking of entrepreneurs
- Facilitate links for entrepreneurs
- Support entrepreneurs with revising business plans and scaling up their businesses if needed
- Enter into business collaborations with the entrepreneurs
- Participate in investor meetings

**non exhaustive* list of PS*

Maya SARL
Zabaan Holding
Masaraka
Mali Lait
TripleTrade
Mamali Moringa

2.1.4 Project background and problem analysis

As described in the Catalystas Scoping Study on Youth Entrepreneurship in Mali youth unemployment and underemployment is becoming an ever bigger problem in Mali. With 66% of the Malian population aged below 25 and a total of 300,000 young Malians approaching the labour market unsuccessfully each year this lack of economic perspective is often signaled as root cause of poverty, insecurity and societal stress.¹ To overcome these challenges Mali has adopted several policies and strategies to promote employment in general and that of young people in particular. The institutional reforms and mechanisms implemented are still far from achieving the expected results, as the gap between job supply and demand is widening.

Aside from the rapid increase in youth population a number of fundamental factors have induced or further exacerbated youth unemployment, namely (1) the disparity between the needs of the labor market and the skilled labour entering the job market every year and (2) a shortage of decent jobs and the low competitiveness of local businesses.

Self-employment and youth entrepreneurship, the creation and development of innovative and competitive micro-, small-, and medium enterprises (MSMEs) by young people themselves has been identified, among other things, as a potential solution to youth unemployment.² In terms of the challenges identified by young aspiring entrepreneurs to actually start a business they perceive lack of capital, lack of skill, lack of support, lack of market opportunities and risk as the main obstacles to entrepreneurial intention.³

Through the previously mentioned programmes FACEJ and EPEC these challenges are exactly what is targeted. Over 1500 (aspiring) young entrepreneurs are trained and equipped with basic entrepreneurial skills, business acumen and access to funding.

These entrepreneurs are enabled to build and grow their business whilst participating in the FACEJ or EPEC programmes. Each entrepreneur that is admitted to the programme receives business development support for a period of 18 months and access to funding of up to 5mio CFA for startups and 8mio for established businesses, the loans are guaranteed by FACEJ.

The results so far have been promising, nevertheless it is signaled by the main financiers (Danish Embassy and EKN) and the implementing organization (SwissContact) that quite a number of the high potential entrepreneurs trained and funded would benefit from additional support. Support that focusses on growth, that provides the entrepreneurs access to relevant networks and helps them to make the right (commercial) decisions so they can grow towards a stable SME. Currently

¹ Catalystas, 2019, *RVO Scoping Mission on Youth Entrepreneurship in the Sahel: Mali*, p. 3

² A. Cyril Awogbenle & K. Chijioke Iwuamadi, June 2010, Youth unemployment: Entrepreneurship development programme as an intervention mechanism, *African Journal of Business Management*, p. 1

³ O. Fatoki, April 2011, An investigation into the obstacles of youth entrepreneurship in South Africa, *International Business Research*, p. 165

only 10% of startups survive and are able to make the transition to a stable SME.⁴ With the support this programme provides this transition from startup to an established SME can become easier. In the end this can help the entrepreneurs from the FACEJ and EPEC programmes to become strong and self-sustaining businesses who can grow beyond the micro and small enterprise level. Ultimately, this will result in more job opportunities for the Malian youth.

A number of mentors who provide individual and bespoke business development support to a select group of FACEJ and EPEC graduates can be the key to help them achieve their full potential. This network of mentors needs to be locally embedded with the right skills and connections to give impactful advice and support. Through continued supervision and support this follow-up programme significantly increases the likelihood the FACEJ and EPEC graduates become profitable SMEs.

The mentors in this programme can on the one hand provide guidance, advice and access to networks to the selected entrepreneurs. On the other hand these mentors can provide EKN, RVO and the Danish Embassy with valuable insights into the Malian business ecosystem and the challenges young Malian entrepreneurs face when growing their businesses.

2.1.5 Results

The implementing partner is expected to deliver at least the following results;

Inception Report (preparation phase)

The implementing party will get fully familiar with the assignment and prepare a short inception report, which includes a detailed work plan. The report will be discussed with RVO, EKN Bamako and the Danish Embassy for a mutual consensus on the way forward towards reaching the results described below.

Result 1 : 100 graduates (at least 40% female) from FACEJ and EPEC participate in a mentorship program and increase the turnover of their business with an average 25%.

Outcomes

1. 100 graduates have strengthened their skills and vision on how to grow their business.
2. improved financial literacy for 100 entrepreneurs.
3. 100 graduates have access to relevant networks of investors and business contacts.
4. An average turnover growth of 25% is realized at the end of the programme.

Output

- Programme design based on sound contextual analysis and needs-assessment.
- 100 graduates receive individual bespoke support from relevant mentors, at least 3 hours per month for a total period of 12 months.
- 100 growth strategies developed for the business of each graduate.
- 20 workshops organized on financial literacy, at least 4 workshops for each graduate.
- At least 8 investor meetings are organized for graduates to pitch their business in front of Business Angel Networks and/or Venture Capital firms, 1 per quarter.

Result 2: EKN and RVO and parties have improved understanding of the barriers for growth for SGBs

Outcome

1. Information on bottlenecks and challenges young entrepreneurs encounter during their entrepreneurial journey is collected and presented to embassy, RVO and its partners.
2. Advice is given on potential new PSD-project opportunities.

Output

- Quarterly progress reports
- 2 feedback sessions, 1 per year, organized where mentors can share their experiences and insights.

⁴ <https://www.investopedia.com/articles/personal-finance/040915/how-many-startups-fail-and-why.asp>
22/7/2021

- 1 final report delivered where at least data on the progress of participating entrepreneurs is presented, an analyses of (common) bottlenecks and challenges are provided and advice is given on potential follow-up programmes.

2.1.6 Activities

In order to attain the above mentioned results (a selection of) the following activities could be deployed. Applicants are encouraged to develop their own approach and methodology;

Activities for result 1

- Create a pool of committed mentors willing to invest 3 hours per month of BDS for a period of 12 months. At least 25 mentors recruited with the necessary skillset and experience to provide meaningful business development support to the selected startups.
 - o Source mentors using the existing networks of incubators/NGOs/entrepreneurial support organizations currently working with the EPEC and FACEJ programme
 - o If necessary recruit and train professionals to become mentors.
- Draft a transparent and objective selection process for the eligible startups in close cooperation with the current implementing partners of FACEJ and EPEC
- Select at least 100 participants in an objective and transparent selection process
 - o Aim for at least 40% female participants
- Training and advice for the participants on (development of) business plans and managerial skills
 - o Develop a growth strategy for each selected startup
 - o Develop individual bespoke mentoring programme for each participant
- Develop the financial literacy of the selected entrepreneurs through the organization of a number of workshops, at least including;
 - o Budgeting
 - o Cashflow
 - o Costprices and margins
 - o Cash Conversion Cycle
 - o Taxation
 - o Investment Readiness
- Improve the access to finance for the participants startups, through e.g.;
 - o Actively connecting with Business Angel Networks (BANs) e.g., through cooperation with EPEC programme
 - o Hosting business pitch competitions where angel investors and VCs are present.
 - o Actively searching for alternative funding mechanisms.

Result 2

- Develop MEL framework including KPIs for entire programme.
- Develop data and information collection method on (common) bottlenecks and challenges young entrepreneurs experience.
- Deliver quarterly progress reports.
- Organize a yearly feedback and input session for the mentors.
- Drafting of a final report where all findings, insights and conclusions are presented.

2.1.7 PSD Toolkit Programme monitoring and evaluation

PSD indicators to report on;

- PSD 6a: Number of investable business plans developed through training/support
- PSD 6b: Number of jobs supported. Measure 1) employees of supported company at inception and 2) employees of supported company at end of project. Distinguish between A) Male B) Female and C) Unknown
- PSD 7a: Number of people trained. Distinguish between 1) SME entrepreneurs/employees and 2) trainers. Within these categories, distinguish between A) Male B) Female and C) Unknown. Measure number of youth
- PSD 6d: Number of new formal business registrations;
- PSD 7c: Number of identified opportunities for investment and/or follow-up PSD projects

Additional indicators to report on;

- % Turnover Growth during programme
- \$ Amount of external funding attracted at pitch events (per entrepreneur)

2.1.8 Observations for further development

The addition of a fund that offers (additional) access to finance to the participants would make this programme even more impactful. Opportunities to cooperate and collaborate with potential fund providers are, therefore, highly encouraged to explore.

Cooperation with international (regional and western) mentors and experts could also make this programme more impactful. Collaborations with these networks (like the Dutch PUM-network) are encouraged to explore.

During the implementation of this programme the executing organizations are encouraged to identify follow-up or new projects to increase synergy and impact of running and/or newly started PSD-programmes.

2.1.9 Communication Strategy

When implemented successfully this project will be an example of a multi-stakeholder synergetic approach that builds upon already existing initiatives. This makes this project interesting to communicate about externally for RVO, EKN BAM and the Danish Embassy. The implementing team is therefore requested to create at least 1 news item every 6 months (with photos/videos) for communication purposes. The project has interesting news value and target groups:

- *Priority areas: does the project contribute to one of the priorities of the Ministry such as iCSR or gender?* Yes, Youth employment and entrepreneurship with special attention for gender.
- *Uniqueness: is it a unique or innovative project with large potential for the future?* Yes, central funded addition to already running decentral funded programmes.
- *Media value: can you relate the project to the latest news?* High impact potential in the very complex Malian context.

2.2 Lots

The invitation to tender has not been divided into lots because this is a homogeneous assignment.

2.3 Contract Period

The Contracting Authority intends to conclude a Contract for a period of 27 months, starting from contracting date.

2.4 Scope of the assignment

The Tendering Authority has estimated a total contract value of € 401,868,-- (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.

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 Tendering authority's expansion or contraction resulting from this, or changes to the Tendering authority's position within the government or to the targets that must be met. In the event such circumstances occur, the Tendering authority will consult with the Contractor.

If the Contractor foresees obstacles in the execution of the assignments within the agreement as a result of the Covid-19 crisis, or any other circumstance, he must inform the Contracting authority as soon as possible. If, in its opinion, the work cannot or cannot be performed to a sufficient extent, the Contracting authority may proceed to immediate termination by means of termination of the Agreement. The Contractor will then receive reimbursement of the costs in the event of cancellation by the Contracting authority in accordance with Article 22.6 of ARVODI 2018.

2.5 Safety situation

The assignment takes place in Mali. The current safety situation according to the Dutch Ministry of Foreign Affairs can be found on the website of the Dutch Government. In case the safety situation doesn't allow local travel, it may be decided to postpone parts of the project or work with distant coaching or other online forms. We advise the tenderer to follow the safety advise of their respective countries. Further information on technical assistance to be performed in an area with security risks can be found in annex 7.

3. Requirements to this assignment

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

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

3.1 Requirements relating to the services requested

- 3.1.1 The Tenderer must clearly describe the approach and methodology used for the execution of the assignment, including at least the following specifications:
 - Planning of activities;
 - Description of the deliverables;
 - Project budget, including number of working days per expert and per activity
 - Estimation of total costs per activity;
 - Disbursement Schedule.
 - Monitoring Evaluation and Learning Framework
- 3.1.2 The description of the deliverables indicates, for each task, the expected results and the way these results will be reported to the Contracting Authority, and the Steering Committee.
- 3.1.3 The project approach must include a kick-off meeting and planning of 4 steering Committee meetings, which will take place approximately every six months.
- 3.1.4 The Tenderer will establish in the inception phase a grievance mechanism at field level to file complaints. Contact information and information on the process to file a complaint will be disclosed in all meetings, workshops and other related events throughout the life of the project. In addition, it is expected that all awareness raising material to be distributed will include the necessary information regarding the contacts and the process for filing complaints. The project will also be responsible for documenting and reporting as part of the safeguards performance monitoring on any grievances received and how they were addressed. Following the identification of stakeholders and stakeholder engagement plans the grievance mechanism will be set in place and communicated to stakeholders, to ensure that no stakeholders are negatively affected by project activities.

3.2 Requirements relating to Project Leader

The project leader is a qualified senior project leader with at least 5 years of experience as a team leader of complex international and multi-stakeholder capacity building programs, preferably related to entrepreneurship, youth employment or private sector development. The project leader has at least 5-year experience with implementing private sector development programs in francophone Africa; proven experience of working in conflict and fragile states, and experience with institutional and governance aspects of the preparation, implementation and anchoring of projects in developing countries and their administration. In addition, the project leader has good written and oral mastery of the English and French language.

3.3 Requirements relating to Project Team

The project team has demonstrable knowledge and experience with capacity building, youth employment, building multi-stakeholder networks and monitoring and evaluation. The team should consist of experts with experience in entrepreneurship, mentoring, acceleration and access to finance. The team should include a mix of experts, both male and female, who can jointly implement the program components in such a way that desired results are achieved. The team should consist of members who speak at least French and English and preferably also the relevant local languages.

The offer should include the names, functions, responsibilities and the CVs of the project leader and the project team members.

3.4 Requirements relating to Reporting

The following schedule applies to the delivery of reports and results. The results will be considered as a means of verification. Payments can be made after the approval of the necessary reports and/or products.

All official reporting and correspondence on this project with RVO shall be in English. The project can of course use communication materials in French or other languages that the context requires.

Report	Recipients	Deadline
Action plan for inception phase, including budget overview	RVO, EKN, Danish Embassy, subcontractors if applicable	In the offer – final action plan and budget overview 1 month after contract start
Bi-monthly (informal) email update	RVO, EKN, Danish Embassy, subcontractors if applicable	Every last day of the 2 nd month during the project.
Inception report	RVO, EKN, Danish Embassy, subcontractors if applicable	2 months after contracting
Narrative reports	RVO, EKN, Danish Embassy, subcontractors if applicable	Every 6 months during project implementation, starting after the inception phase
Financial reports	RVO	Every 12 months during project implementation, starting after the inception phase
Annual workplan and budget	RVO, EKN, Danish Embassy, subcontractors if applicable	At the start of each year during project implementation, starting after the inception phase
Mid term evaluation**	RVO	14 months after start project
Concept final narrative report	RVO, EKN, Danish Embassy, subcontractors if applicable	4 weeks after end project
Concept final financial report	RVO	4 weeks after end of project
Final report (audited financial and narrative report)	RVO, EKN, Danish Embassy, subcontractors if applicable	2 months after end project
External evaluation by independent party*	RVO	6 months after end project

*An "independent party" must be: an entity/person carrying out a review and/or evaluation free of the control of those responsible for the design and implementation of the development intervention. This means that an independent person, working for one of the partner organizations within the consortium, is allowed to be involved in the review. The hours budgeted for the mid-term and end review must be included in the project budget.

** The midterm review will be largely based on the bi-monthly and progress reports and executed by the contractor at assignment level. The midterm review will provide insight into operational aspects, into what extent the indicators are met quantitatively, the number and nature of incidents and the lessons learned with suggestions for improvements. RVO may provide a template or guidance for reporting.

3.5 Requirements relating to Security risks (CSR)

- 3.5.1 The Tenderer has internal safety management procedures. It will provide a description of its stand-by and crisis management system.
- 3.5.2 The Tenderer has a support and repatriation contract for services provided abroad by its employees. He will provide the justifying certificate.
- 3.5.3 In the case of a consortium, all experts based outside Mali will have to be covered by a contract of assistance and repatriation.

3.6 Requirements relating to the prices/rates

- 3.6.1 The Tenderer will provide an overview of the prices and rates applicable to this assignment by filling in the appendix entitled 'Prices/Rates'.
- 3.6.2 The price/rates must be in Euros and 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.
- 3.6.3 The Tenderer will not submit any zero or negative prices/rates.
- 3.6.4 The rate is fixed up to the maximum price of €401,868,-- 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.

3.7 Tax-related requirements

- 3.7.1 The Tenderer indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (*Belastingdienst*) or other tax authorities.
- 3.7.2 The Tenderer will quote the prices according to the following structure:
 - the amount excluding Dutch VAT and any VAT due outside the EU;
 - the amount of Dutch VAT due (if applicable) and the amount of any VAT due outside the EU, and;
 - the amount including Dutch VAT (if applicable) and any VAT due outside the EU.
- 3.7.3 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.
- 3.7.4 You are liable for any extra costs for Dutch and/or foreign VAT due if you incorrectly charge no VAT or an incorrect amount of VAT to the Contracting Authority. If applicable, you are liable for accurate payment of VAT in the Netherlands and outside the EU, with the exception of the case stipulated in the following sentence. If the Contracting Authority procures a service from a foreign business and Dutch tax law considers the work to have been performed in the Netherlands, then the Contracting Authority is liable for the payment of VAT to the Dutch Tax and Customs Administration for this/these service(s) performed in the Netherlands.
- 3.7.5 You guarantee that the amounts specified in the quotation are inclusive of all taxes and levies (including amounts considered equivalent to taxes or levies), regardless of their description and wherever in the world they may have been levied.
- 3.7.6 You indemnify the Contracting Authority against any claims from any tax authority for any taxes, levies or contributions considered equivalent to taxes or levies, originating from either the Netherlands or outside the Netherlands.

- 3.7.7 Given the nature of this assignment, which includes development cooperation that exclusively benefits a developing country, a VAT rate of 0% applies to the amount specified on the quotation provided the Contractor is established in the Netherlands and his organisation is registered as an entrepreneur for VAT purposes. **For extra certainty in this matter**, you can request a declaration of exemption from VAT from the tax inspector. More information on this matter can be found within the decree issued by the Ministry of Finance on 21 September 2015 (no. BLKB/2015/76M).
If you submit a statement from the tax inspector within 60 days of the award of the Contract that specifies that a **different** VAT rate applies, then the contract price will be increased to include the applicable VAT rate.
You are liable for any costs (extra or otherwise) in the event that you incorrectly charge no VAT or an incorrect amount of VAT to the Contracting Authority.
- 3.7.8 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.

3.8 Invoicing requirements

- 3.8.1 The following payment schedule applies:
- 10% after signing of the contract;
 - 20% after approval of the inception report
 - Setup payment scheme for 60% will be based on the approved budget and deliverables mentioned in chapter 3.4;
 - 10% after approval of the final product.

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

3.8.3 For companies established in the Netherlands only

E-invoicing

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

- The invoicing portal of the Dutch government
- Link with Digipoort
- E-invoicing with your own (accounting) software package through 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' ('Gedragsverklaring Aanbesteden' -no older than 2 years)
3. Tax statement (no older than 6 months)

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

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

4.3 Suitability Requirements

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

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

4.3.1 Financial and economic standing

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

- a. That he 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 most recently issued auditor's report (or, if applicable, a review report or compilation report) does not include a 'continuity section' that expresses doubt concerning the viability of the organisation.
- d. That the Tenderer has a sufficient level of professional and/or statutory liability insurance for the fulfilment of the assignment and that in the event of the Contract being awarded to him, 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 of working with young and female entrepreneurs in a francophone African context;
- Experience in multi-stakeholder network building and capacity building;
- Experience with coordinating complex, multi-stakeholder and multi-dimensional programmes.

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 meets the following minimum requirements:

- The subject of the reference assignment must be comparable to the core competence in question.
- The reference assignment must have been executed or completed within the five 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 € 200,500 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 competences mentioned above. The reference(s) must be signed by the referee (the Contracting authority in question).

The references must also demonstrate that they have a value of at least € 200,500,--

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.

10 points maximum	Quality of the Team Leader proposed
30 points maximum	Quality of the Project Team proposed
50 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 Team Leader

You will provide evidence of the expertise of the project leader you have proposed by submitting his detailed resume.

The project leader has experience as a team leader of complex international and multi-stakeholder capacity building programs preferably related to entrepreneurship, youth employment or private sector development. The project leader has at least 5-year experience with implementing private sector development programs in francophone Africa; proven experience of working in conflict and fragile states, and experience with institutional and governance aspects of the preparation, implementation and anchoring of projects in developing countries and their administration. In addition, the project leader has good written and oral mastery of the English and French language.

Max. no. of points available	Assessment aspects
10	
5	Experience as a team leader of complex international and multi-stakeholder capacity building programs
3	Experience with entrepreneurial support program implementation in francophone Africa. Experience with working in conflict and fragile states is an advantage.
2	Proficiency in relevant international and local languages

5.2.2 Award criteria relating to the Project Team

In your registration, you indicate the team members you propose to deploy in the project team, based on the current indication of areas of expertise that are needed. You add the CVs of these advisors to your registration. Third parties need to be included in the proposal as part of the team. The project team has demonstrable knowledge and experience with capacity building, youth employment, youth entrepreneurship, building multi-stakeholder networks and monitoring and evaluation. The team should consist of experts with experience in entrepreneurship, mentoring, acceleration and access to finance. The team should include a mix of experts, both male and female, who can jointly implement the program components in such a way that desired results are achieved. The team should consist of members who speak at least French and English and preferably also the relevant local languages.

Max. no. of points available	Assessment aspects
30	
8	Degree of experience with training young entrepreneurs, capacity building, youth employment and acceleration.
8	Degree of experience with multi-stakeholder (government, professional organizations, starting and growing entrepreneurs) programmes. Demonstrated capacity to connect and facilitate meetings between relevant stakeholders.
8	Relevancy of professional network within, e.g. public organizations, private sector, financial sector, knowledge institutes, etcetera.
3	Degree of operational experience with capacity building and business development support in West African countries, preferably Mali.
3	Proficiency in relevant international and local languages.

5.2.3 Award criteria relating to the Project Approach

In your project approach, you describe how you want to implement the modelling, including a strategy for consultations, participation and embedding, an overview of project risks you have identified and how you deal with them, and how you intend to shape knowledge transfer (support programme).

Max. no. of points available	Assessment aspects
50	
10	Formulation of the goals to be achieved (SMART), including deliverables.
10	Formulation of the proposed strategy to develop a coherent and consolidated approach to attain the formulated goals and deliverables. Including a Monitoring, Evaluation and Learning strategy.
9	Quality of strategy to ensure sustainability of approach developed and lasting impact.
7	Clear and realistic project planning, including clear timeline linked to the goals and results.
7	Quality of risk identification and mitigation strategy.
7	Vision on conflict sensitivity and working in a volatile, conflict prone, context.

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

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 **€401,868,--** (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 365,688	10 points
Offer is 365,688 or higher	9 points
Offer is 369,708 or higher	8 points
Offer is 373,728 or higher	7 points
Offer is 377,748 or higher	6 points
Offer is 381,768 or higher	5 points
Offer is 385,788 or higher	4 points
Offer is 389,808 or higher	3 points
Offer is 393,828 or higher	2 points
Offer is 397,848 or higher	1 point
Offer is 401,868	0 points
Offer is higher than max price 401,868	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 5.2.3 "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:

Mr G. Goorhuis, purchasing advisor, e-mail gert.goorhuis@rvo.nl

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

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

7.3.2 eHerkenning

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

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

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

7.3.3 Questions and additional information/changes

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

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

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

Submitting a question to the Tendering Authority

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

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

Answers from the Tendering Authority

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

7.3.4 Validity period and submission of Tender

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

7.3.5 Variants on Tender

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

7.3.6 Costs of submitting a Tender

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

7.3.7 Termination of tendering process

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

7.3.8 Order of precedence of documents

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

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

7.3.9 Information about the Tenderer's obligations

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

Information on obligations resulting from Dutch legal provisions with regard to taxes, environmental protection, occupational health and safety and terms of employment that will be

applicable to the Tenderer's activities throughout the Contract period is available from the following sources:

- Information on taxes: the Dutch Tax and Customs Administration: (www.belastingdienst.nl).
- Provisions concerning environmental protection: the Ministry of Infrastructure and Water Management (www.rijksoverheid.nl).
- Provisions pertaining to occupational health and safety and terms of employment: the Ministry of Social Affairs and Employment: (www.rijksoverheid.nl).

7.3.10 Inconsistencies and objections

If the Tenderer is of the opinion that the documents contain inconsistencies, errors or matters that are unclear or if the Tenderer has any objections, then the Tenderer must report this to the contact person in writing, including substantiation.

7.3.11 Complaints procedure

If a Tenderer disputes a response given by the Tendering Authority to a question, request, comment or objection from the Tenderer, or if the Tenderer receives no response, then he can submit a complaint. More detailed information on this matter can be found in the 'Complaints Procedure' annex.

7.3.12 Dispute resolution

In addition to the provisions in the 'Complaints Procedure' subsection, any dispute arising from this tendering process can be presented to the Public Procurement Experts Committee (www.commissievanaanbestedingsexperts.nl) and/or to the competent court in The Hague. Dutch law applies exclusively to such proceedings.

7.3.13 Submission of the Tender

The deadline (date and time) for submission of Tenders is stipulated in the 'Time schedule' (1.3) and it is a final deadline.

- In order to submit a Tender, you must register with TenderNed. One or more registered users must be connected and authorised to submit the Tender via TenderNed on behalf of your company.
The Tendering Authority advises that you start the TenderNed registration process immediately rather than postponing it until the tendering period is coming to a close. Upon registering your organisation, you must add 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](mailto: servicedesk@tenderned.nl) or +31 (0)70-3798899. If you believe that the TenderNed service desk is taking too long to answer your question or comment, then you can contact your contact person within the Tendering Authority.
- Any risks resulting from late submission of the Tender and/or submission of an incomplete Tender is borne by the Tenderer.
- The Tendering Authority is neither responsible nor liable for any consequences resulting from a Tender that is submitted too late, incorrectly or incompletely.

The Tendering Authority will treat confidential information provided by the Tenderer with due care.

7.3.14 Structure and content of the Tender

The Tender must be submitted entirely via TenderNed and the 'European Single Procurement Document' must be legally signed.

You can use the following checklist during the submission of your quotation.

Subject	Description	Action required from tenderer
Annex 1	European Single Procurement Document*	Fill in, legally sign and add to TenderNed
Award criteria	Tender, including a general response to the Tendering Authority's award criteria.	Add to TenderNed
Prices/Rates annex 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.

7.3.15 Legally 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, in addition to an original handwritten signature, also 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.

7.3.16 Submission of a Tender in collaboration with other organisations

If you cannot carry out the assignment independently, you can set up a collaboration with other organisations.

There are two ways in which you can submit a Tender in collaboration:

- 1) As a consortium in which each member of the consortium is jointly and severally liable for the fulfilment of the obligations arising from the Tender as well as the fulfilment of the Contract.
- 2) In a principal contractor-subcontractor structure in which the Contractor is liable for the fulfilment of all obligations, including the obligations that will be subcontracted.

Tendering as a consortium

If a Tender is submitted by a consortium, then:

- Every member of the consortium must fill in and legally sign a separate 'European Single Procurement Document', which also includes a specification of who the consortium members are (see Part II of the 'European Single Procurement Document'). Indicate the role each member plays within the consortium. In the 'European Single Procurement Document', you must indicate who is in charge of the consortium (who is lead manager) and will act as its authorised representative.
- All organisations in the consortium accept joint and several liability for the fulfilment of the obligations arising from the Tender and the eventual fulfilment of the Contract.
- If a consortium member relies upon the capacity of another entity in order to demonstrate compliance with the applicable Suitability Requirements, then the entities in question must complete and sign Part II C of the 'European Single Procurement Document' (in compliance with the provisions specified below in the subsection 'Submitting a tender together with subcontractors' in the eventuality that subcontractors are obliged to demonstrate their capacity).
- Every member of the consortium, for their part, must provide the evidence requested for the Tender.

Submitting a tender as a principal contractor together with subcontractors

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

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

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

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

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.

7.3.17 Single Tender

All natural persons, legal entities and organisations may only submit a single Tender (either individually or in combination with other natural persons, legal entities and/or organisations). Tenderers who are mutually connected via a relationship of dependence (group link) are permitted to participate separately in this tendering procedure. However, this is on the express condition that they participate as competitors in this tendering process. For this purpose, they must demonstrate that their mutual relationship has not influenced their behaviour within the scope of this tendering procedure nor has it restricted fair competition.

By submitting a Tender, the Tenderer in question agrees to this condition.

7.3.18 Violation of the fundamental principles of procurement law and restriction of fair competition

Any Tenderer whose actions violate a fundamental principle of procurement law (such as the equality principle), the result of which restricts or could restrict fair competition, will be excluded from this tendering procedure. This is also the case if the violation or the restriction of fair

competition only comes to light after the announcement of the award of the Contract to all Tenderers. Prior to making the decision to exclude the Tenderer in question, the Tendering Authority will notify the Tenderer of this intention, at which point the Tenderer will be given the opportunity to demonstrate to the Tendering Authority that no violation of a fundamental principle of procurement law or restriction of fair competition has taken place.

By submitting this Tender, the Tenderer declares his awareness that actions contravening any fundamental principle of procurement law can result in the aforementioned consequences. The Tendering Authority can use all resources available to him in order to identify any violation of the fundamental principles of procurement law or the restriction of fair competition. A judicial decision will not be a necessary requirement in such cases.

7.3.19 Communication and language

During the tendering process, communication with the Tendering Authority must be conducted in English.

The Tender must be submitted in English.

Additional documents (such as informational materials etc.) can also be provided in English, Dutch and also in French.

During the fulfilment of the contract, communication must be conducted in English.

7.3.20 General terms and conditions

The applicability of any of the Tenderer's general terms and conditions concerning delivery, payment and/or any other matters is explicitly excluded. The General Government Terms and Conditions apply to the Contract.

7.3.21 Contract conditions

The draft Contract, and the corresponding General Government Terms and Conditions are included in the annexes. The Tenderers have the opportunity to ask questions, make comments and propose textual amendments.

The Tendering Authority is free to accept or reject the proposed textual amendments. The Tendering Authority will indicate whether or not the proposals have been accepted or rejected in the Memorandum of Information. By submitting the Tender, the Tenderer declares his consent to the (possibly amended) Contract. Only the definitive Contract will apply during the execution of the assignment.

7.3.22 Explanation and verification of the Tender

The Tendering Authority can request that the Tenderer explains his Tender in greater detail and/or provide substantiating documents. The Tendering Authority is entitled – although not obliged – to check the accuracy of all data and statements submitted within the scope of the Tender.

7.3.23 Request for supplementary information concerning the Tender

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

7.3.24 Announcement of the award of the Contract

All Tenderers will receive a message simultaneously that announces the award of the Contract and substantiates its decision. All Tenderers are entitled to request further information regarding this decision from the Tendering Authority.

Standstill period

All Tenderers and stakeholders who dispute the award of the Contract and/or the verbal/written substantiation thereof can apply for a preliminary injunction at the competent civil court in The Hague. This must be done no later than 20 calendar days subsequent to the sending of the digital notifications concerning the award of the Contract. Upon expiry of this period, no more applications for a preliminary injunction can be submitted. In the event a Tenderer applies for a preliminary injunction, we kindly request that you send a copy of the summons to the Tendering Authority.

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

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

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

Interest in relation to the judgement

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

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

Annex 7: Special conditions of Contract for studies and Technical Assistance to be performed in an area with security risks.