



Tender Document

**Invitation to tender in accordance with
the European open procedure for the
procurement of business development
support for SMEs in the poultry and
horticulture sector in the Sahel region**

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Definition of terms

Tendering authority	The Dutch Enterprise Agency (RVO), department of the Ministry of Economic Affairs and Climate Policy OR the Ministry of Agriculture, Nature and Food Quality, also on behalf of the Participating Party/Parties.
Tender Document	This document and all of its annexes.
Public Procurement Act	The Public Procurement Act 2012 (<i>Aanbestedingswet 2012</i>)
General Government Terms and Conditions	General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI-2018: <i>Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten</i>)
Most Economically Advantageous Tender	The Tender that achieves the highest definitive total score based on the best price-quality ratio.
Suitability requirements	The requirements with which Tenderers must comply in order to be eligible to win the tender.
Tenderer	An entrepreneur or entrepreneurs who have submitted a Tender or is/are planning to submit a Tender. In this document, the word 'you' is taken to mean the Tenderer.
Tender	A quotation submitted by the Tenderer in response to this Tender Document.
IUC-EZK	The Procurement Office (IUC) – 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.
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 Contracting Authority.
Contractor	The party with whom the Contracting Authority concludes the Contract.
Contract	The written agreement between the Contracting Authority and the Contractor in which the conditions of the assignment are recorded.

Exclusion Ground	A circumstance applicable to the Tenderer or a person affiliated with the Tenderer that results in exclusion of the Tenderer from participating in the tendering process.
Uniform Single Procurement Document	A statement in which the Tenderer declares his compliance with the requirements specified in this document.

1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure for Business Champions in the Sahel region.

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 Dutch Enterprise Agency (RVO).

IUC-EZK will act as process manager during this tendering process.

The Ministry of Economic Affairs and Climate Policy or the Ministry of Agriculture, Nature and Food Quality.

1.2 Reason for this invitation to tender

This tender takes place within the Private Sector Development 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 Embassies of the Kingdom of the Netherlands in the Sahel, i.e. Mali, Burkina Faso and Niger, aim to promote sustainable private sector development, especially in those sectors where there are job opportunities for youth and women. The agricultural sector is the backbone of the economy in all three Sahelian countries and already main employer. Especially in the horticulture and poultry sectors there are many opportunities for growth. By supporting upcoming businesses, increasing sustainability and demonstrating best practices, interventions in these agricultural value chains could contribute to the development of the private sector and to decent employment for (a.o.) youth and women.

Together with the Netherlands Embassy in Mali, Burkina Faso and Niger, RVO further developed this idea which results in the following invitation to tender. 'Project' hereafter refers to the assignment 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.

13 April 2022	Issuing of publication, start of tendering period.
9 May 2022 – 12 PM CET	Closure of 1st round of questions: deadline for the Tenderer to submit questions regarding this Tender 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).
13 May 2022	Issuing of 1st Memorandum of Information
25 May 2022 – 12 PM CET	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.
25 May 2022 up to and including 13 June 2022	Assessment of Tenders.
17 June 2022	Announcement of the award of the Contract.
8 July 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.
8 July 2022	Deadline for the winning Tenderer to provide the evidence

	requested by the Tendering Authority.
End of July 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

Purpose

The aim of this project is to strengthen the horticulture and poultry sectors in Mali, Burkina Faso and Niger, and therewith increase economic opportunities for youth.

This will be done by:

- 1) supporting 60 entrepreneurs within these sectors in growing their business through increasing their knowledge of good agricultural practices and facilitating connections and therewith increasing trade in the region (Sahel & coastal area) and with the Netherlands;
- 2) using their experience as an example and inspiration for young entrepreneurs through the mentor network in Mali and for other Private Sector Development (PSD) initiatives in the respective countries;
- 3) upgrading the image of agriculture from 'last alternative' to proper business;
- 4) building the capacity and strengthening the network of BSOs in the Sahel and coastal region.

Institutional setting

For each country participating in the project, the institutional setting consists of business support organizations (BSO), government agencies and knowledge institutes.

Identifying this enabling environment for MSMEs in poultry and horticulture, will be part of the mapping exercise during the inception phase of this assignment.

The BSOs who are beneficiaries of the project should also play an explicit role in the project, to guarantee the sustainability of the project. They could support the implementing organization with identification and selection of participants, and in the organization of missions. Their expenses should be covered in the implementer's budget.

Local business support organizations include:

- CCI (Chambers of Commerce as embassy focal points);
- Incubators;
- API (Investment Promotion Agencies) and APEX (Exportations Promotion Agencies);
- Employer organizations & unions

The local team that will prepare and support the selected implementer exists of around 10 people, including the embassy's economic advisor.

Context

The agricultural sector employs a significant part of the working population in the Sahel. At the same time, it is not considered a real profession by many, but merely something to do when there is no alternative. Moreover, employment in this sector is one of the worst paid due to the primary sector having little added value and most jobs being informal.¹

Sector challenges

The development from running agricultural activities into developing a profitable business is difficult because of barriers at all value chain levels: lack of technical means and mechanization; the seasonal nature of activities; extensive breeding practice; under-use of certified seeds (due to high costs, access difficulties, and socio-cultural factors); lack of conservation techniques and means, which makes it necessary to dispose of fresh products without being able to preserve and wait for a more favourable period for sales; lack of business in the formal private sector; unattractive marketing/packaging of local products compared to imported alternatives.

¹ [Report on Youth Employment in Agricultural Value-Chain: Burkina Faso \(rvo.nl\)](#)
[Report on Job Creation in Agricultural Value-Chains in the Sahel: Country Report for Mali \(rvo.nl\)](#)
[Report On Youth Employment In Agricultural Value Chains: Niger \(rvo.nl\)](#)

However, agricultural sector is the backbone of the economy in all three Sahelian countries in this project and already main employer. If some of the barriers that hinder the sector to be profitable and sustainable can be elevated, and if the right opportunities can be identified and made attractive through the demonstration of best practices to youth and women, interventions in specific agricultural value chains could contribute to the development of the private sector and to decent employment for (a.o.) youth and women.

National programming

The Netherlands has been, and still is, addressing the above mentioned issues through several projects and activities in the individual countries.

The Embassy in Bamako aims to promote sustainable private sector development and youth entrepreneurship and employment.

As part of this objective, the Mali specific yearplan 2021 states to participate in the Private Sector Development programmes *Fonds d'Appui à la création d'entreprises par les jeunes* (FACEJ) and *Environnement Propices à l'Entrepreneuriat de Croissance* (EPEC) which corresponds with the recommendations of the Catalysts scoping studies on barriers and opportunities for young and female entrepreneurs commissioned by the embassy and RVO in 2019. The embassy co-finances FACEJ and EPEC together with the Danish Embassy in Bamako. The *Business Support Programme Mali* is currently being developed as an addition to these already running programmes and will offer follow-up support to the successful and promising graduates of the FACEJ and EPEC programme.

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.

In Burkina Faso, the Embassy has developed three projects focusing on youth employment and entrepreneurship. Namely:

- *Dry-More*, which aims to create jobs for youth and women in the processing industry;
- *CLE* which supports young entrepreneurs through an awareness raising campaign and an incubation trajectory;
- *PACAJeF*, focusing on strengthening the enabling environment for young and female entrepreneurs.

Moreover, a start is made regarding the setup of an Orange Corner.

Through 2Scale, frontrunners in the poultry and horticulture sector are supported and connected to other private sector actors in their eco-system.

The SafeVeg projects in Burkina Faso, Mali and Benin works in the vegetable value chain, setting up amongst other things Vegetable Business Networks.

In Niger the Netherlands Enterprise Agency and the Embassy of the Kingdom of the Netherlands in Niamey have invested in a cluster of Dutch Nigerien businesses and knowledge institutes for improved business and skills in the horticultural sector. The 3 year *Horti-Hub Niger* program focusses on training of students and farmers to become better *agripreneurs*: farmers and agri-experts with an entrepreneurial mind- and skillset. It serves as an agri-incubator for start-ups with potential and innovative ideas.

Regional approach

Whereas most activities and projects implemented by the Netherlands in the Sahel focus on one country, there are several reasons in favour of taking a regional approach. Connecting companies in the Sahel to each other, but also to countries in the coastal area would improve access to markets. Trade in the region would stimulate growth of individual companies and the sector as a whole. Especially when supported by a network of BSOs that can exchange information and learn from each other. This is also an important lesson that was learned from previous regional trade

activities: working in an regional program re-enforced the inter-regional network between the Sahel countries and their opportunities in the coastal countries and towards the Netherlands. Starting from the interventions that are already taking place in national programming will make sure that the successes achieved there can be scaled up and the wheel is not reinvented.

Dutch knowledge & expertise

Contributing to private sector development in the Sahel through making use of Dutch knowledge and expertise is an ambition of the Netherlands in the Sahel.

Dutch businesses do however visit and trade with the coastal countries such as Côte d'Ivoire, Ghana, Bénin and Senegal. They visit regional trade fairs and implement projects, examples of which are the Greenhouses and Poultry Impact Clusters in Ghana, Côte d'Ivoire and Bénin. By organising a regional program, focusing on the Sahelian participants but extending activities and outreach to the coastal countries, it is still possible to include Dutch knowledge and expertise by matching and meeting in the West-African Region, e.g. at the regional SARA fair in Abidjan in 2022.

Proposed solution

This projects aims to strengthen a regional network of 20 (10 per cohort) companies per country (Mali, Burkina Faso, Niger) that are part of current PSD projects/ or work in the sectors the Netherlands focuses on in private sector development (i.e. horticulture and poultry). These *Business Champions* are entrepreneurs who have already proven in other projects to be capable of running a business in their own country but can benefit from tailor made support to grow and grasp regional trade opportunities. By showcasing these Champions, this project will demonstrate the potential there is in agribusiness. Moreover, by positioning these Champions as role models and mentors for young aspiring entrepreneurs (such as the ones that are part of the beforementioned national programs), this project will contribute to creating economic perspectives for youth in the Sahel. Preferably 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.

Through the above, this project can contribute to all targets related to sustainable trade and investment:

- Strengthen 60 horticulture and poultry champions through regional trade leading to **economic growth and job opportunities**
- Strengthen businesses that are linked to the sectors/project we already work in and therewith **contribute to the impact of existing PSD projects**
- By incorporating a knowledge transfer element in the program, make sure that **especially young people working in the same sector will benefit** from the experience that these 60 companies will have², therewith giving them economic perspective.

By working together with local BSO's their **influence and capacity as economic institutions will increase** and they will be better positioned to support their businesses.

The aim of this project is to contribute to strengthening the horticulture and poultry sector in the Sahel by supporting 60 champions with Technical Assistance (TA), access to market, a relevant network, who will share their gained knowledge and best practices in the broader sector and specifically with young (aspiring) entrepreneurs.

In order to be able to strengthen the companies, and the institutes that support them, first a needs assessment needs to be done which should result in a Theory of Change (ToC), including concrete activities (plan of approach). After the development of this Theory of Change a go/no go moment will be included to decide whether and how the implementation will take place. Criteria for this decision will be developed during the inception phase, in consultation with the Embassies and the foreseen implementing organisation.

² E.g. the champions can become mentors in the mentorship program organized in Mali and Niger.

Inception Phase

Result 0: go/no go for implementation phase of the project is given

Outcome: Gaps in existing knowledge and capacity of horticulture and poultry companies and their supporting organisations are identified, an action plan to tackle these gaps in a sustainable way is developed based on a Theory of Change.

0.1 Output

- Plan of approach for needs assessment (in offer)
- 1 needs assessment of at least 5 companies in poultry and at least 5 in horticulture sector as a sample for the overall sectors including their knowledge and status of:
 - Governance structure
 - Financial management
 - CSR
- 1 needs assessment of at least 6 BSOs in the Sahel
- 1 overview of current activities (by the Netherlands and other donors) in the same field based on desk research and interviews with implementers
- 1 Theory of Change, co-created with relevant stakeholders (e.g. BSO's, relevant government officials and current project implementers)
- 1 action plan developed for the implementation phase, including:
 - Management structure of the project
 - Planning
 - budget
 - MEL plan
 - Collaboration with other relevant projects, at least 2Scale and SafeVeg
- Transparent selection process & criteria for participants developed
- 1 list of 10 proposed participants per country (Mali, Burkina Faso, Niger; first cohort) with a profile of the participants including description of their business, learning goals & motivation to take part in this program

Implementation Phase (divided in part I and part II)

Result 1: Increased economic growth for 60 companies from Mali, Burkina Faso and Niger divided over 2 cohorts (30 companies during part I and 30 companies during part II)

Outcomes

1. 60 businesses from the Sahel have gained knowledge on (Dutch) solutions to local challenges in horticulture & poultry sector
2. 60 businesses have developed a growth strategy and know how to implement it
3. 60 companies have strengthened their network in the poultry and horticulture sectors in the Sahel and coastal countries
4. 60 companies have increased trade with the Sahel and coastal region
5. 75% of participating companies have significantly increased turn-over

Result 2: Strengthened supporting environment for poultry and horticulture sectors, connecting Sahel and coastal countries.

Outcome 2

1. companies in poultry and horticulture sector are supported with information and relevant connections to grow their business in the region
2. a minimum of 6 (in total) BSOs in three countries' capacity has been built

Result 3: increased awareness on entrepreneurial opportunities amongst young aspiring entrepreneurs in the Sahel

Outcome 3

1. Young aspiring entrepreneurs are inspired by role model stories

2. Young entrepreneurs' businesses are more resilient because of mentoring support from champions

Result 4: Impact of other NL funded projects in three countries is strengthened because Champions share the knowledge they gain in the broader sector through other projects they are involved in

Outcome 4

1. PSD projects are better embedded in and connected to the sector
2. PSD project stakeholders (including embassies) are aware of challenges and opportunities in regional trade

Reporting

Result 5: the impact the interventions have had on sector development is reported and shared

Outcome: Intermediate & final reports have been delivered, including:

- Narrative report describing interventions and experience of individual participants which can be used by the Embassies and RVO for communication purposes
- Recommendations for follow-up / linking PSD activities
- Report on KPIs (in order to report on this, an M&E plan should be developed during the inception phase, including means of verification)
- Financial report

Outcome: throughout and after the program there is clear communication on milestones, role models and lessons learned for external stakeholders.

Deliverables: communication material developed including at least 3 portraits of entrepreneurs including 1 video portrait

The potential implementer of this project is asked to develop a proposal for a 3-year project regarding champions' support, based on a Theory of Change, that will include (but is not limited to) the below mentioned activities. **The tenderer is expected to present their own ideas and proposals for other/additional activities.**

A.0 Kick-off meeting with the embassy and RVO

A 0.1 Desk study to map stakeholders

A 0.2 Needs assessment of at least 10 potential champions and relevant BSOs through interviews and focus group discussions

A 0.3 Co-creation session with relevant stakeholders to develop Theory of Change, including young entrepreneurs and women

A 0.4 Selection of 30 champions (first cohort) to participate, including the methodology of selection, based on (potential) connection with past and current PSD programming of the Embassies, aiming at including at least 40% women

A 0.5 Baseline study

A 1.1 Participate in missions to regional trade fairs (e.g. SARA and Africalia) where entrepreneurs can build trade relations

A 1.2 Develop a knowledge transfer program, including workshops on good agricultural practices, Climate Smart Agriculture and addressing opportunities & challenges in regional trade

A 2.1 Strengthen the network between BSOs in the Sahel and coastal area

A 3.1 Develop a plan to connect each champion to an (aspiring) entrepreneur in the same sector including successful mentoring for at least 1 year

A 4.1 Facilitate experience sharing between champions and PSD project partners and beneficiaries through a roundtable event including project visit

A 4.2 Organize 1 business forum for all relevant stakeholders to discuss challenges and opportunities in regional trade

A 5.1 Evaluate the outcome of the project on participant and sector level

In order to evaluate the success of the program, the project is expected to report on the following KPIs

Monitoring and evaluation

The implementer is expected to report on the following KPIs:

Knowledge transfer to businesses (K2B):

- Number of jobs supported. Measure 1) employees of supported company at inception and 2) employees of supported company at end of project; **(aim at least 30 jobs)**
- Number of people trained. Distinguish between SME entrepreneurs/employees **(aim at least 30 per cohort, aim at least 12 female)**
- Number of people reached. Distinguish between
 - 1) Dutch
 - 2) Local **(aim at least 100 direct / 1000 indirect)**
- Number of parties formally starting a business collaboration and/or partnership. Distinguish between 1) Public 2) Private and 3) NGO **(>1 per company)**
- **Increased turn-over** after 1 year per company
- Does the trained person feel enabled to put knowledge into practice? (qualitative question)
- Number of investable business plans (of young entrepreneurs) developed through training/support **(aim at 60)**

Capacity building Governments & Institutions (CB):

- Number of registered changes achieved in laws, regulations and policy plans, yielding tangible benefits to the business climate; **(aim at 3)**
- Number of strengthened organizations for a sustainable business climate. Distinguish between
 - 1) Government
 - 2) Semi-government
 - 3) Other; **(aim at 6)**
- Number of people trained. **(aim at 30)** Distinguish between
 - 1) Government officials
 - 2) Semi-government employees
 - 3) other economic institutions employees
 - 4) trainers. Within these 3 categories, distinguish between A) Male B) Female and C) Unknown. Measure number of youth per category;
- Number of members/employees of supported institutions;

2.2 Lots

The invitation to tender has not been divided into lots, because all the activities are linked and form together one program.

2.3 Contract Period

The Contracting Authority intends to conclude a Contract for a period of three years.

Phase 1: inception including needs assessment & program development (3 months)

Phase 2: program implementation, including reporting and evaluation; 16 months per cohort (2x) + 1 reporting and evaluation

2.4 Scope of the assignment

The Tendering Authority has estimated a total contract value of EUR 700.000 (exclusive of VAT). 10% is reserved for the inception phase.

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

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

3. Requirements to this assignment

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

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

3.1 Requirements relating to the work

- 3.1.1 The assignments needs to be executed according the Terms of Reference (ToR).

3.2 Requirements relating to the team

- 3.2.1 Sufficient employees are proficient in the French language.
- 3.2.2 The team must consist of members who speak at least French and English and preferably also the relevant local languages.
- 3.2.3 The project team has demonstrable knowledge and experience with capacity building within the private sector and with Business Support Organizations, logistic & programmatic organization of international events, and monitoring and evaluation. The team must consist of experts with experience in horticulture and poultry and sustainable agricultural practices and sufficient experience in working within the Sahel region. The offer must include the names, functions, responsibilities and the CVs of the project leader and the project team members.
- 3.2.4 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 programs, preferably related to private sector development.
- 3.2.5 The project leader has at least 5-year experience with implementing private sector development programs in francophone Africa.
- 3.2.6 Experience with institutional and governance aspects of projects in developing countries and their administration.
- 3.2.7 The project leader has good written and oral mastery of the English and French language.

3.3 Requirements relating to the prices/rates

- 3.3.1 The Tenderer will provide an overview of the prices and rates applicable to this assignment by filling in the appendix entitled 'Prices/Rates'.
- 3.3.2 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.

- 3.3.3 Indexing of the rates for any already issued further assignments specified within the Contract is not permitted.
- 3.3.4 The Tenderer will not submit any zero or negative prices/rates.
- 3.3.5 The Tenderer will provide a budget with fixed hourly/daily rates, specified according to the various duties. You will also give the total price. The Tenderer will charge on the basis of actual realised costs up to the maximum total price.

3.4 Tax-related requirements

- 3.4.1 The Tenderer indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (*Belastingdienst*) or other tax authorities.
- 3.4.2 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.
- 3.4.3 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.
- 3.4.4 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.
- 3.4.5 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.
- 3.4.6 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.
- 3.4.7 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 30 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.
- 3.4.8 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.

3.5 Invoicing requirements

3.5.1 The following payment schedule applies:

- 10% after signing of the contract;
- 20% after approval of the inception report;
- Setup payment schedule for 60% will be based on the approved budget and deliverables of inception phase;
- 10% after approval of the final product.

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

3.5.3 **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.

3.6 Environmental requirements

3.6.1 The Tenderer must possess all environmental permits required in order to fulfil this assignment.

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

You can find the 'European Single Procurement Document' within the invitation to tender in TenderNed. In this document, you will find the following Exclusion Grounds:

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

Go to the invitation to tender in TenderNed, select 'Answers to Requirements' and then tick 'Yes' or 'No' for the 'Tenderer's Statement' requirement.

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 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 entrepreneurs in a francophone African context;
- Experience in private sector capacity building;
- Experience with capacity building of Business Support Organisations.

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 EUR 70.000 excluding VAT. 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 (submit together with the Tender):

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.

The references must also demonstrate that they have a value of at least EUR 70.000 excluding VAT.

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.

4.4 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.

5.2 Quality criteria

5.2.1 Award criteria relating to the plan of approach

Max. no. of points available	Assessment aspects
40	
12	The proposed plan of approach to attain the formulated goals and deliverables.
10	Formulation of the approach towards realizing synergy with other projects in the regions of similar organizations.
8	Clear and realistic project planning, including clear timeline linked to the goals and results.
8	Quality of risk identification and mitigation strategy.
2	Quality of communication style of the proposal is comprehensible and concise.

5.2.2 Award criteria relating to the team leader

Max. no. of points available	Assessment aspects (for instance proven in the cv)
10	
7	Experience as a team leader of complex international and multistakeholder programs to perform this assignment.
3	Proficiency in English and French.

5.2.3 Award criteria relating to the team member(s)

Max. no. of points available	Assessment aspects (for instance proven in the cv)
30	
9	Relevancy of professional network within public organizations, private sector, financial sector and knowledge institutes.
7	Team includes members with experience in the agricultural sector (poultry and horticulture sector is an advantage).
7	Degree of operational experience with capacity building and business development support in West African countries.

4	Degree of experience in Monitoring & Evaluation (M&E) including development of Theory of Change (ToC).
3	Proficiency in relevant local languages.

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

Max. no. of points available 20	Assessment aspects
10	Price total project
5	Rate of the team leader
5	Average rate of the team member(s)

5.4 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%

5.5 Assessment of preferences in relation to prices/rates

1. Total price of the project*

Total price project	Points
> € 700.000	Disqualification
€ 700.000 – € 690.000	1 point
€ 689.999 – € 680.000	2 points
€ 679.999 – € 670.000	3 points
€ 669.999 – € 660.000	4 points
€ 659.999 – € 650.000	5 points
€ 649.999 – € 640.000	6 points
€ 639.999 – € 630.000	7 points
€ 629.999 – € 620.000	8 points
€ 619.999 – € 610.000	9 points
€ 609.999 – € 600.000	10 points

The maximum total price of the project is € 700.000 excl. VAT. Failure to comply with this requirement will result in your Tender being disqualified from the assessment process and therefore you are eliminated from contention.

2. Rate of the team leader

Points = (lowest rate submitted / rate submitted by tenderer) x 5 points

3. Average rate of the team member(s)

Points = (lowest average rate submitted / average rate submitted by tenderer) x 5 points

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 'plan of 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 20 (twenty) calendar days to hand over the required evidence. If the Tendering Authority does not agree with the content and/or validity of one or more of the pieces of evidence provided by the winning Tenderer, then this could result in the winning Tenderer being excluded from further participation in the process. In such cases, the Tendering Authority will inform every Tenderer of this situation. The Tendering Authority will then determine the next Most Economically Advantageous Tender. The score of the Tenderer that has just been excluded will be removed. The calculations will then be carried out once more and a new ranking will be created. The award process will then be conducted again.

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

7 Submission procedure for Tenders

7.1 Statement of agreement

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

7.2 Schedule

See schedule in Subsection 1.3.

7.3 General procedure

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

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

7.3.1 Communication

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

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

You will receive messages via TenderNed. Via your personal TenderNed settings, you can turn on automatic notifications, including notifications to your private email address. It is your responsibility to ensure that these emails are not blocked by your email provider's security system. If the communication cannot be conducted via TenderNed, you can contact the following contact person(s): Henk Ballering, henk.ballering@rvo.nl with a CC to Quintin Stoutjesdijk, quintin.stoutjesdijk@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	A separate response to each of the Tendering Authority's award criteria	Fill in the tab page in TenderNed for each award criterion
'Prices/Rates' annex 2	Prices/rates included in the quotation	Add to TenderNed
Annex 6	References	Add to TenderNed
Requirements	Names, functions, responsibilities and the CVs of the project leader and the project team members	Add to TenderNed

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

7.3.15 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, 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 work or the provision 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 Dutch or English.

The Tender must be submitted in English.

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

During the fulfilment of the contract, communication must be conducted in Dutch or 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: Concept Contract
- Annex 4: ARVODI-2018
- Annex 5: Complaints Procedure
- Annex 6: References