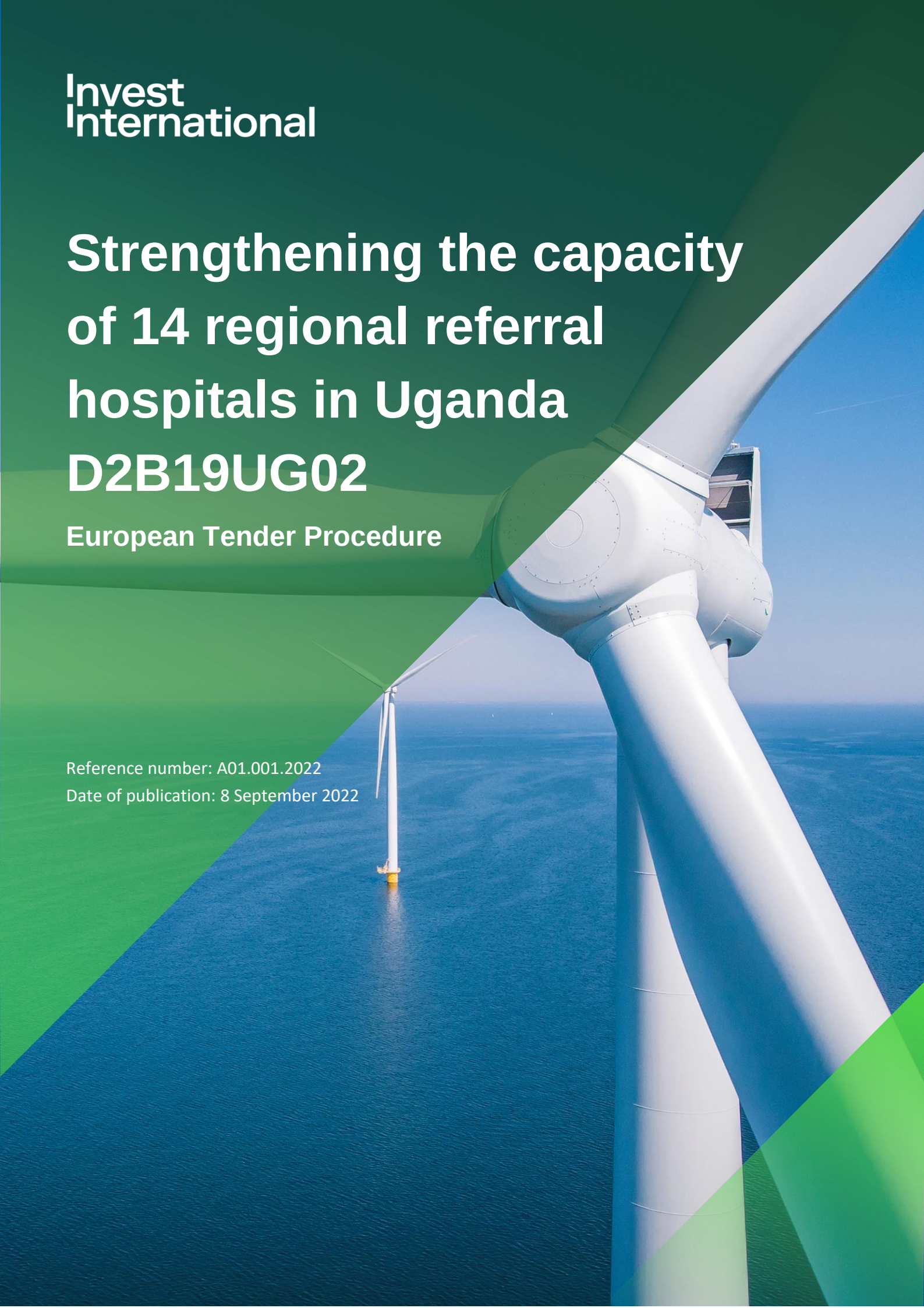


Strengthening the capacity of 14 regional referral hospitals in Uganda D2B19UG02

European Tender Procedure

Reference number: A01.001.2022

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DEFINITIONS

In this Tender Guide the definitions below are used with an initial capital letter. The definitions may be used in either singular or plural form. The definitions apply to all Tender Documents.

A	
Agreement	A written Agreement/Contract for valuable consideration entered into between one or more service providers and one or more Contracting Authorities and relating to the provision of other services.
Appendix	An Attachment forming part of any of the Tender Documents.
Assessment committee	A team of individuals who do the substantive evaluation of the Bids.
Assignment	The Contract to be put in the market through this Tender Procedure.
Award Criteria	Criteria on the basis of which the Contract will be awarded. There is one main criterion, namely the "most economically advantageous Proposal" Within this criterion, the legislator distinguishes the following three separate Award Criteria: (a) best value for money, (b) lowest cost calculated on the basis of cost-effectiveness and (c) lowest price (Section 2.114 AW).
Award Decision	The Contracting Authority's choice of the Contractor to whom it intends to award the Contract to which the procedure relates, which shall include the choice not to award a Contract.
C	
Combinant	The Entrepreneur who is part of a Combination.
Combination	Two or more Entrepreneurs who register jointly and cooperate with each other on an equal level. Each Entrepreneur in the Combination is jointly and severally liable.
Contracting Authority	A person who, or a company that, issues an Assignment to a Contractor. For this Assignment: The 'holding' Invest International B.V. contains three subsidiary companies: Invest International Public Programmes B.V. Invest International Development B.V. Invest International Capital B.V. This Tender shall be carried out on behalf of Invest International Public Programmes B.V.
Contractor(s)	In this document all Tenderers are referred to as Contractor (read: potential Contractor). After contracting the party who will implement the contract is the Contractor(s).
D	
D2B Studies	The full set of tasks and services requested in this Tender document.
D2B Programme	Develop to Build (D2B), program is administered by Invest International Public Programmes B.V., on behalf of the Ministry of Foreign Affairs of the Netherlands, aimed at promoting inclusive economic growth by means of supporting and financing feasibility studies for public infrastructure in developing countries.
Data Processing Agreement (DPA)	If privacy sensitive data shall be processed for the purpose of implementing the Agreement, a Data Processing Agreement is needed to be signed before the contract enters into force .
DRIVE	Development Related Infrastructure Investment Vehicle program is administered by Invest International Public Programmes B.V., on behalf of the Ministry of Foreign Affairs of the Netherlands, aimed at facilitating investments in infrastructural projects that contribute towards a good business climate and entrepreneurship in the priority sectors: water, climate, food security, and sexual and reproductive health and rights (SRHR).
E	
Entrepreneur	A Contractor, Supplier or service provider.

Economically Most Advantageous Tender (EMAT)	EMAT is the umbrella term for the three Award Criteria: Lowest price; Lowest cost of living; Best value for money.
European Single Procurement Document (ESPD)	The European Single Procurement Document (ESPD) is the European standard form used in the Netherlands for Tenders both above and below the European Tender Threshold.
F	
Final Award	The communication of the Award Decision after the objection period, being no acceptance as referred to in Article 217, paragraph 1, of Book 6 of the Civil Code of an offer made by a Contractor.
G	
Ground for exclusion	A circumstance applicable to the Contractor or a person affiliated with the Contractor that results in exclusion of the Contractor from participating in the Tendering process.
I	
Intention to Award	Notice to the winning Contractor to whom the Contracting Authority intends to award the Contract. This does not yet entitle the winning Contractor to Final Award of the Contract, as the notice does not constitute an acceptance of the Proposal. Therefore, there is no Contract yet.
M	
Main Contractor	A Contractor who bids together with SubContractor(s) and is jointly and severally responsible for the performance of the Contract.
Memorandum of Information	Supplement to the previously published Tender Documents, which forms an inseparable part of the Tender File
P	
Public Procedure	Procedure in which all Entrepreneurs may Tender in response to an announcement.
Pricesheet	The template on which Contractor enters the rates including all costs (all-in rate) for all requested items.
Proposal	The Tender submitted by Contractor based on these Tender Guidelines, including Appendices.
Public Procurement	The Public Procurement Act 2012 (Aanbestedingswet 2012)
R	
Registration	The Proposal submitted by Contractor based on these Tender Guidelines, including Attachments.
S	
SubContractor	Person or organization who, on the Assignment of a Contractor, without being employed by the Contractor, performs all or part of the Assignment assumed.
Suitability Requirements	This is to determine whether a Candidate is suitable to submit a Proposal in phase 2.
Supplier	Anyone who offers products/services on the market.
T	
Tender	The process by which a Contracting Authority announces that it wishes to have a Contract performed and invites companies to submit a Proposal.
Tender Documents	All documents prepared or referenced by the Contracting Authority to describe or determine components of the Procurement procedure.
Tenderer	An Entrepreneur who has submitted a Proposal. Hereafter called Contractor.
Tender Guide	The present document, including the associated Appendices, which contains all information, requirements, preferences and conditions relevant to the submission of a Proposal within the context of the European Tender Procedure to which it relates.
Tender Platform	The digital platform TenderNed on which the Tender Procedure is executed.
Tender Procedure	The chosen procedure in which the Contract is put in the market, in order to come to an Agreement with one or more Contractors, as defined in the Tender Document.
U	
European Single Procurement Document (ESPD)	The European Single Procurement Document (ESPD) is the European standard form used in the Netherlands for tenders both above and below the European Tender Threshold.

1. INTRODUCTION

This document contains the Tender Guidelines for the European Public Tender Procedure Strengthening the capacity of 12 Regional Referral Hospitals in Uganda. The Award Criterion of best price/quality ratio will be applied. These Tender Guidelines describe the Tender Procedure to be followed.

1.1 INVEST INTERNATIONAL

Invest International invests in Dutch solutions for global challenges. It helps companies, governments and investors fund and develop impactful projects that contribute to the achievement of the SDGs (globally agreed Sustainable Development Goals).

The challenge of achieving the SDGs requires breakthroughs that take an entire sector or market segment to the next level. Innovative solutions at an early stage are often characterized by uncertainty and significant risk. Invest International provides project development services and co-financing solutions with the aim of making these projects fundable and/or developing scalable innovative business models.

To achieve the United Nations SDGs, public and private interests coincide. For this reason, Invest International supports governments and companies with its activities. It offers them case-specific financing arrangements and project development capacity. In addition, Invest International offers a range of capital solutions for companies and investment funds that contribute to realizing the SDGs with their international activities.

For governments in developing countries Invest International makes accessible Dutch Government Funds intended for infrastructure projects. Its ambition is to stimulate innovative solutions to global challenges and make the necessary investments feasible. Initially it focuses on five markets in which the Netherlands has much to offer: 1) Agri-food, 2) Climate & Energy, 3) Healthcare, 4) Industry and 5) Water & Infra. It carries out its projects in low- and middle-income countries, including Africa, India, Southeast Asia and Latin America.

By the Authorization Act Establishment Invest International, dated July 14, 2021, the Minister of Finance is authorized on behalf of the State to establish the group of companies of Invest International. Invest International is the result of a cooperation between the Ministry of Foreign Trade and Development Cooperation, the Ministry of Finance on behalf of the State, FMO (Dutch Financing company for developing countries) and RVO (the Netherlands Enterprise Agency). The international financing schemes of RVO and the NL Business activities of FMO are housed in Invest International. Invest International is an Independent Contracting Authority. FMO and the Dutch State are the shareholders.

Invest International was incorporated in July 2021 and on 1 October 2021 Invest International opened its doors. A transfer of business has taken place from both the relevant parts of RFO and FMO. Currently Invest International has about 120 employees, with a projected growth up to 150 employees.

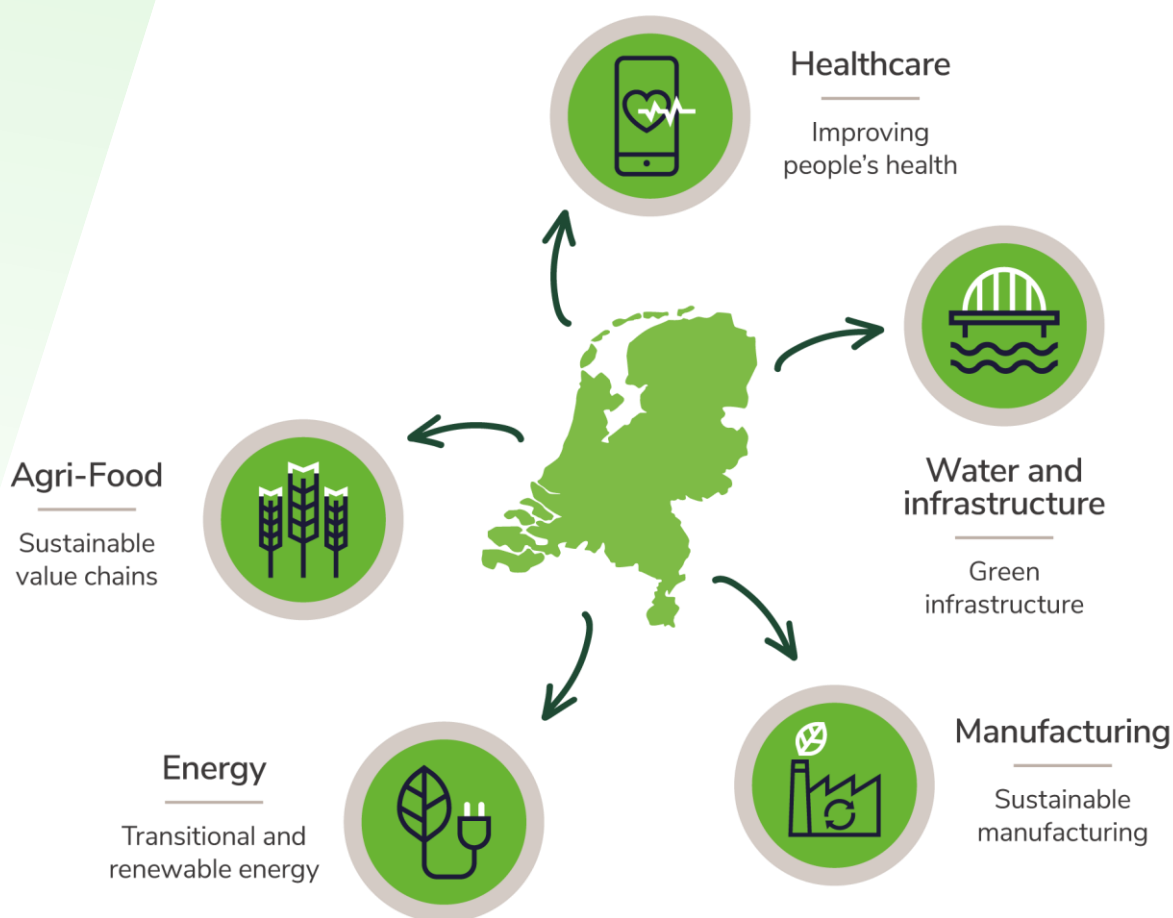
The 'holding' Invest International B.V. includes three subsidiaries:

- Invest International Public Programmes B.V.
- Invest International Development B.V.
- Invest International Capital B.V.

Together they are referred to as the 'Invest International group'. More information on Invest International can be found on www.investinternational.nl

We invest in Dutch solutions for global challenges

Our impact themes in the five sectors in which the Netherlands has a lot to offer



Our impact and ESG commitments

SDGs: Ensuring that two-thirds of our total committed portfolio contributes directly to SDG 8 (Decent Work and Economic Growth) and SDG 13 (Climate Action).

Decent Work: Creating decent jobs – with living wages, equality and better employment conditions.

Climate: Realising a carbon-neutral portfolio, reducing our operational carbon footprint and aligning with the Paris Climate Agreement.

Human Rights: Respecting human rights in our investments and operations in line with the UN Guiding Principles on Business and Human Rights (UNGPR).

Dutch Economy: Ensuring (decent) jobs supported in the Netherlands and value addition to the Netherlands GDP.

ESG: Supporting our clients with good ESG risk management practice, in line with IFC Performance Standards and OECD Guidelines.

1.2 CAUSE

This document contains information on the European call for Tender for studies for the Develop2Build project (D2B19UG02) "Strengthening the capacity of 14 Regional Referral Hospitals in Uganda". The Ministry of Health of Uganda wishes to cooperate with Invest International Public Programmes B.V. with the aim of Strengthening the Capacity of 14 Regional Referral Hospitals (RRH) in Uganda through the Develop2Build (D2B) program. Through D2B the Ministry of Foreign Affairs of The Netherlands provides support to foreign governments eligible for support in developing relevant infrastructure with positive effects on people, the environment and society.

1.3 DESCRIPTION OF ASSIGNMENT

D2B focuses on infrastructure in the sectors of water, food security, climate and sexual and reproductive health and rights (SRHR). The projects must contribute to the development of the private sector, improving people's ability to provide for themselves. D2B is executed by Invest International Public Programmes B.V. D2B offers direct support to government authorities in low-income countries and Dutch partner countries to convert promising public infrastructure ideas into viable high-impact projects. This support is provided in the form of a grant for studies that need to be completed before procurement of any Agreement for the infrastructure project can start. D2B supports projects in least developed countries and the Dutch development cooperation partner countries and focuses on the development, procurement and implementation readiness of infrastructure projects that ensure technical, social, environmental, financial and economical sustainability.

For the D2B19UG02 project, various activities, studies etc. need to be carried out in five phases. These are described in the Terms of Reference (ToR) document for the project which is the basis for this Tender. This ToR, which can be found in Appendix 12, provide the detailed activities to be carried out by a Contractor who is to be selected through an open competitive Tendering Procedure, managed and financed by the Contracting Authority through the Develop2Build (D2B) Program, in cooperation with the Ministry of Health of Uganda. Within the framework and context of this D2B project, all the identified phases need to be successfully completed. Each identified phase is only considered successfully completed if the Contracting Authority has been able to provide a Statement of No Objection.

1.3.1 Terms of Reference

The Contractor is invited to get thoroughly acquainted with this Tender Document and all the Appendices in preparation of the Tender. The Terms of Reference (ToR) in Appendix 12 to this document, provides an essential source of information that informs the Contractor of what is expected to be delivered.

1.3.2 Scope

The Assignment for the consultant is set-up in five phases. Each phase consists of specific tasks and deliverables, which are presented in the table below. At the end of each phase the consultant will have meetings with the Project Steering Committee (SC) and the Contracting Authority International Public Programmes B.V. to discuss and get approval of deliverables (SC1 – SC5). After that, the Contracting Authority will be requested for a go/no go decision in consultation with the MOH of Uganda before moving into the next phase. More detailed information on the project organisation can be found in the ToR (Appendix 12).

Phase	Task	Deliverables
Phase 1: Inception (SC1)	1.1	Inception report
	1.2	Environmental and social screening and approach
Go/No Go decision by Invest International Public Programmes B.V. (after consultation of the SC), prior to start of Phase 2		
Phase 2: Reassessment of project definition, costs and baseline situation (<i>update pre-feasibility study</i>) (SC2)	2.1	Theory of Change
	2.2	Institutional and stakeholder analysis
	2.3	Reassessment hospital equipment and infrastructure needs
	2.4	Reassessment capacity building plan and human resources planning
	2.5	Environmental and social scoping
	2.6	Preliminary cost-benefit analysis
	2.7	Preliminary assessment continuous secured and sustainable residual financing options for the capital and operational expenses budget and the fiscal framework
	2.8	Preliminary assessment of procurement options
	2.9	Reassessment of project risks
	2.10	Reassessment of project definition and baseline situation
Go/no go decision by Invest International Public Programmes B.V. (after consultation of the SC), prior to start of Phase 3		
Phase 3: Feasibility and detailed project plan (SC3)	3.1	Finalisation of the Environmental and Social Impact Assessment for the Project and all project locations, including the Environmental and Social Action Plan and Environmental and Social Management Plan
	3.2	Detailed cost-benefit analysis
	3.3	Continuous secured and sustainable residual financing options for the capital and operational expenses budget
	3.4	Detailed medical and non-medical equipment specifications
	3.5	Detailed technical specifications for power infrastructure
	3.6	Detailed organisational plan
	3.7	Detailed capacity building plan
	3.8	Detailed operations and maintenance plan
	3.9	Detailed procurement plan
	3.10	Detailed financing plan
Go/no go decision by Invest International Public Programmes B.V. (after consultation of the SC), prior to start of Phase 4		
Phase 4: DRIVE Intake Form (SC4)	4.1	Preparation and finalization of a full DRIVE Intake Form with all required addenda formally to be submitted by MOH
Go/no go decision by Invest International Public Programmes B.V. (Assessment committee DRIVE) based on the submitted DRIVE Intake Form with all required addenda prior to start of Phase 5		
Phase 5: Procurement documents (SC5)	5.1	Tender documents for the Independent Supervision Contract
	5.2	Tender documents for the DRIVE Transaction Contract
Go/no go decision by Invest International Public Programmes B.V. prior to signing of the DRIVE Grant Arrangement		

1.4 DESIRED RESULT

The overall objective of the infrastructure project solution that needs to be developed with the assistance of D2B is to reduce general, mother and child morbidity and mortality rates in Uganda. This will be achieved by increasing the quality and quantity of healthcare services through strengthening the Ugandan regional referral health care system.

It is expected that as a result of the full execution of the Assignment, the Ministry of Health of Uganda will be provided with a detailed and integrated sustainable project solution and procurement plan for the implementation of an infrastructure project to strengthen 14 regional referral hospitals which can potentially benefit from DRIVE co-financing if all DRIVE relevant requirements are met.

The ToR (Appendix 12) specifies the identification of the following project components:

- Delivery and installation of medical equipment;
- Improvement of physical infrastructure to ensure proper functioning of the new high-end medical equipment;
- Capacity building and transfer of specific knowledge to ensure the sustainability of implemented improvements;
- Maintenance of all installed equipment for 5 years.

The specific objective of the D2B Studies is to develop an integrated project plan and a set of procurement documents required for the eventual sustainable implementation of an infrastructure project aimed at strengthening 14 RRHs in Uganda.

1.5 REVISION CLAUSE

The Contracting Authority may decide to use one or more opportunities proposed by the Contractor. The use of these may have implications for the content of the Assignment including budgetary implications. It is also possible that the scope of the Assignment will be adjusted as a result.

The Contractor may comment on the ToR (Appendix 12) and suggest well-reasoned and technically sound deviations. If these deviations require budget reallocations from what is indicated in table 2, these may then be considered.

It is possible that the services specified in the Agreement 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.

1.6 LOTS

The invitation to Tender has not been divided into lots, due to the integral nature of the D2B studies, the deliverables to be provided and the structural interaction between the Contractor, the Contracting Authority, the Project Management Unit and the Project Steering Committee.

1.7 THE AGREEMENT

The Contracting Authority intends to conclude an Agreement on behalf of Invest International Public Programs B.V. with one (1) Contractor. The Agreement has an initial term of nineteen (19) months, as of the date of the signature of the Contract, with the optional possibility of extending the Agreement two (2) times by six (6) months. The Agreement therefore has a maximum term of thirty-one (31) months. The commencement date of the Agreement is currently 1 January 2023.

1.7.1 CONTRACT CONDITIONS

Please note that a no-go decision at the end of phase 1 ends the Agreement and any payment obligation, which would otherwise have been due during phase 2. Disagreement of the final work plan for phase 2, if not amicably resolved, may terminate this Agreement and, therewith, stop any payment obligations for phase 2. This also applies for phase 3, phase 4 and phase 5.

1.7.2. GENERAL TERMS AND CONDITIONS

This Tendering Procedure and the Agreement (if any) resulting from it are not subject to any terms and conditions of delivery, payment and/or other conditions than the Contracting Authority's General Terms and Conditions (ARVODI version 2018, see Appendix 14). Delivery, payment, purchasing and other general terms and conditions of the Contractors and third parties are hereby expressly rejected.

If the Contractor nevertheless makes a reservation regarding the applicability of its terms and conditions, or otherwise makes a reservation regarding its Proposal or refers to any negotiations, the Contractor will be excluded from further participation in this Tender Procedure.

1.7.3 CHANGES IN CONTRACT AND/OR CONDITIONS

The concept Agreement, and the corresponding General Government Terms and Conditions (Arvodi 2018) are included in the appendices (respectively 13 and Appendix 14). The Contractors have the opportunity to ask questions, make comments and propose textual amendments.

The Contracting Authority is free to accept or reject the proposed textual amendments. The Contracting Authority will indicate whether or not the Proposals have been accepted or rejected in the Memorandum of Information. By submitting the Proposal, the Contractor declares their consent to the (possibly amended) Agreement. Only the definitive Agreement will apply during the execution of the Assignment.

1.8 MONITORING THE AGREEMENT

During the execution of the Agreement, it will be monitored whether the contractual agreements are met and the performance will be monitored. In order to monitor these contractual agreements and to assess performance, a monitoring tool can be used. This tool can be compared to a traffic light report, a dashboard or something similar.

2. SOCIALLY RESPONSIBLE PROCUREMENT

Socially Responsible Procurement is an effective tool to help reduce CO₂ emissions, environmental impact and resource use, to achieve an inclusive labour market and to stimulate innovative business activity. By directing its procurement towards social goals, the Contracting Authority contributes to a social, ecological, economic, sustainable and inclusive society. In this, the implementation of the 3Ps (Planet, People and Prosperity) is central.

The Sustainable Development Goals for which Invest International stands are:

- Fair work and economic growth (SDG 8)
- Climate action (SDG 13)

In addition, through specific projects in developing countries, attention is paid to:

- No hunger (SDG 2)
- Good health and well-being (SDG 3)
- Clean water and sanitation (SDG 6)
- Accountable consumption and production (SDG 12)

By paying attention to Socially Responsible Procurement in the Tendering Process, this contributes both to realising and where possible accelerating the social objectives of the Contracting Authority and to making the Supplier's business operations more sustainable.

In order to achieve the objectives set out in this chapter, more is required than simply applying sustainability criteria in the Tendering Process. It is also about the choices in the primary processes that are translated into the services to be purchased. Socially Responsible Procurement has been included in this Tendering Procedure as follows:

- Sustainability as an Award Criterion.
- Use has been made of sustainability requirements from the national SRP criteria tool.

The Contracting Authority hereby calls upon the Contractor to perform the Contract as sustainable as possible.

3. TENDER PROCEDURE

This chapter describes the procedure that the Contractor will go through to participate in this Tender.

3.1 EXECUTING THE TENDER PROCEDURE

This European Tender Procedure is conducted on the basis of the Dutch Public Procurement Act 2012. The Public Procedure will be followed.

3.2 TENDER PLATFORM

This Tendering Procedure will be conducted digitally and online through the TenderNed Tendering Platform. Various manuals are available on TenderNed. For questions relating exclusively to the functionality or technology of TenderNed, you can contact the TenderNed Service Desk on working days from 08.30 to 18.00 hours via 0800-TenderNed (0800-8363376) or servicedesk@TenderNed.nl.

3.3 E-RECOGNITION

For every TenderNed user of a Dutch company it is mandatory to log in and register with eRecognition. For this eRecognition tool a minimum of reliability level 2 is required. The Contractor is responsible for eHerkenning. The consequences of not having eRecognition (in time) are for the Contractor. For more information see: <https://www.Tenderned.nl/cms/voor-ondernemingen/registeren-en-eherkenning>.

3.4 TIME SCHEDULE

The indicative time schedule for this procedure is given below. The Contracting Authority reserves the right to adjust this time schedule during the Tendering Procedure. Should this be the case, this will be announced and updated on the TenderNed Platform.

Process steps	Date
Publishing of Tender Documents	8 September 2022
First closing date for submitting questions	22 September 2022, 12.00 hours
Target date for the issuance of the Memorandum of Information	29 September 2022
Closing date for submitting Proposals	29 October 2022, 12.00 hours P.M.
Announcement Award Decision	28 November 2022
Verification meeting	Week 49
Expiry of objection term	19 December 2022
Final Award	19 December 2022
Contracting	22 December 2022
Start implementation of the Agreement	1 January 2023

3.5 COMMUNICATION

Communication regarding this Tendering Procedure will take place via TenderNed (www.TenderNed.nl), unless explicitly stated otherwise in these Tender Guidelines.

The Contractor is responsible for consulting the published documents and messages received via TenderNed (or the message inbox) on time. The Contractor is also responsible for setting its personal settings for, among other things, automatic notifications to its own e-mail address and for keeping the right people informed of the messages/documents sent/published by the Contracting Authority about the Tendering Procedure via TenderNed.

It is expressly forbidden, unless arrangements to this effect have been made explicitly and with the permission of the Contracting Authority, on penalty of exclusion, to contact any employees of the Contracting Authority or any other organization connected to this Tendering Procedure other than the contact person below and/or his deputy about this Tendering Procedure:

Contact person	Angela van der Sluijs
Second contact person	Ilona van der Kaay
Department	Procurement
Telephone number	+31 (0)6 – 31675906
Address	Bezuidenhoutseweg 12, 2594 AV Den Haag

3.6 QUESTIONS IN RESPONSE TO THE TENDER INSTRUCTIONS

If you have any questions and/or comments in connection with the Tender Guidelines including Appendices, the digital requirements and Award Criteria or the other Tender Documents as published on TenderNed, you must submit them no later than the date and time stated in the time schedule.

Contractors can also use the opportunity to ask questions, make comments and submit text proposals for the concept (Framework) Agreement, which includes the General Terms and Conditions (ARVODI version 2018). The Contracting Authority is free to amend these Tender Documents in response to these questions and text proposals. After the Tender Procedure has been completed, these Tender Documents cannot be amended.

Contractors may also ask individual questions, for example if business-sensitive information is involved that is not supposed to be disclosed in the Memorandum of Information. Individual questions may be rejected by the Contracting Authority. If the question is rejected, the Contractor will receive a substantiation thereof.

The Contracting Authority requests Contractors to ask the questions at the earliest possible stage. The Contracting Authority has the possibility to release answers to the questions already before the publication of the Memorandum of Information.

3.7 MEMORANDUM OF INFORMATION

All questions will be recorded anonymously and answered by the Contracting Authority in one or more Memorandum/Memoranda of Information. The Memorandum/Memoranda of Information will be published via TenderNed at the latest on the date stated in the time schedule of the Tender Guidelines. Questions will be visible to all parties involved from the time of publication, with the exception of individual questions.

The Contracting Authority assumes that there are no uncertainties with regard to the parts for which no questions have been asked. The responsibility for the timely and correct request of further information lies with the interested market parties. The Memorandum/Memoranda of Information forms an integral part of the Tender Documents.

For questions relating exclusively to the functionality or technology of TenderNed, the TenderNed Service Desk can be contacted. These questions will not be included in the Tender Documents.

3.8 RANKING IN CASE OF INCONSISTENCIES

In the event of inconsistencies between the various Tender Documents forming part of the Tender Documents, the following ranking will apply, with the higher document listed taking precedence over the lower one:

- a. Agreement
- b. Processing Data Agreement
- c. Verification Report
- d. Memorandum of Information
- e. Program of Requirements;
- f. Tender Guidelines with Appendices
- g. General terms and conditions of purchase (ARVODI 2018)
- h. Proposal

If there are several Memoranda of Information, the provisions of the most recent Memorandum of Information will prevail in the event of inconsistencies between the Memoranda of Information.

3.9 COMPLAINTS

In addition to the possibility for Contractors to submit written questions or requests for information through the Memorandum of Information, the Complaints procedure (Appendix 15) may be used.

3.10 METHOD OF SUBMITTING THE PROPOSAL

The Contracting Authority requires the Contractor to provide the information requested in the requirements and Award Criteria on the Tendering Platform. In addition to providing an answer, this may also involve uploading (a number of) documents. It is important that all requirements and Award Criteria are answered in the manner requested, either in the form of a document or by clicking on the correct answer. If an answer or document is missing, the Proposal is incomplete and may be rejected on that basis. Any information not requested but submitted will not be taken into account by the Assessment Committee.

3.10.1 DOCUMENTS TO BE SUBMITTED

The Contractor must submit the following documents with his Proposal:

1. European Single Procurement Document (ESPD), signed by an authorized person (Appendix 1).
2. KYC-Information (Appendix 11).
3. Format Reference 1 and 2 (Appendix 5a and 5b).
4. Corporate Social Responsibility Compliance Form (Appendix 16).
5. Registration National Professional or Trade Register.
6. Description Proposed Approach (see section 5.4.1).
7. Description execution of the Assignment (see section 5.4.2).
8. Relevant knowledge and experience (see section 5.4.3)

9. Description risks (see section 5.4.4).
10. Description opportunities (see section 5.4.5).
11. Description sustainability (see section 5.4.6)
12. Priceshet, signed by an authorized person (see section 5.5 and Appendix 6).
13. Budget specification (see section 5.5).

3.10.2 CLOSING DATE FOR SUBMITTING PROPOSALS

Only Proposals submitted via the Tendering Platform will be accepted. Proposals must be submitted in the correct manner and before the date and time stated in the schedule. It will not be possible to submit Proposals after this time. The responsibility for timely submission of a correct Proposal via the Tendering Platform lies with the Contractor at all times.

After the expiry of the deadline for submitting Proposals, these will be opened on the Tendering Platform. This opening is not public.

3.11 DOCUMENTS OF EVIDENCE

The Contractor(s) to whom a positive Award Decision is sent must submit the following evidence within seven (7) calendar days:

- **Extract from the Chamber of Commerce**
Extract from the trade register of the Chamber of Commerce. This may not be older than six (6) months at the time of submission. This extract must show that the person who signs the Tender Documents is authorized to do so.
- **Declaration of Conduct for Tendering (in Dutch: gedragsverklaring aanbesteden (GvA¹))**
The Contractor to whom the Agreement is awarded will be requested to submit a GvA. The GvA may not be older than two (2) years before the date of the Tender. When Tendering with a Combination, each Combinant must be able to submit this evidence. A GvA can be requested from Justis, part of the Ministry of Security and Justice (<https://www.justis.nl/producten/gva>).
- **Tax authority statement¹**
A statement from the Tax Authorities, not older than six (6) months at the time of submission, demonstrating that the Contractor has fulfilled its obligations under the legal provisions applicable to it with respect to payment of social security contributions or taxes. When Tendering with a Combination, each Combinant must be able to submit this evidence.

If it transpires that the Contractor is unable, for whatever reason, to submit the requested documentary evidence, the Contractor will be excluded from the Tender Procedure after all.

¹ The Contracting Authority also accepts information and documents from another Member State which serve an equivalent purpose or from which it is apparent that the Ground for Exclusion referred to in Article 2.86 or Article 2.87 Procurement Law, does not apply to the Contractor.

3.12 EUROPEAN SINGLE PROCUREMENT DOCUMENT (ESPD)

The European Commission has drawn up an European Single Procurement Document (ESPD). The Contractor must complete this for this Tendering Procedure. The ESPD has been added as a separate document to the Tender Documents in TenderNed.

By means of the USPD, the Contractor declares whether the Grounds for Exclusion apply to it and whether it meets the Requirements for Suitability stated in the Appendix 2 (note: this concerns part IV of the USPD. This part states 'selection criteria'. You should read 'Suitability Requirements' there).

The answers to some questions are generated automatically. It remains the responsibility of the Contractor to ensure that the document is completed truthfully.

Opening the ESPD in programs other than Adobe Reader may lead to problems. Contractor is therefore strongly advised to open the ESPD in Adobe Reader. If this does not work, Contractor can print the ESPD and fill it in by hand. Any consequences (e.g. incorrect display) of opening the ESPD in other applications or programs are for the Contractor.

4. TENDER REQUIREMENTS

This chapter explains the requirements and obligations imposed on the Contractor.

4.1 EUROPEAN SINGLE PROCUREMENT DOCUMENT (ESPD)

The Contractor must submit a fully completed and legally signed ESPD with his Proposal (Appendix 1). In case of a Combination, the fully completed and duly signed ESPD of each participant in the Combination must be submitted with the Tender. Failure to do so may result in exclusion from the Tender Procedure.

4.2 (SUB) CONTRACTING AND COMBINATIONS

Contractors can register for this Tender in two ways.

1. A Contractor can register independently. This individual Contractor will, if a (framework) Agreement is concluded with it, be the Contracting Authority's (sole) contractual partner.
2. Two or more Contractors may jointly Tender as a Combination. The Combination may Tender for one or more lots, whereby all the Combinants participating in the Combination become contracting partners of the Contracting Authority and assume joint and several liability. A Combination is deemed to be one Contractor. The Combination must jointly submit the requested information and meet the requirements set for the assessment of suitability in accordance with the elaboration in these Tender Guidelines. The Combination must use one regular participant to send invoices.

Reliance on the capacity of other entities

Contractors who rely on the capacity of other entities to satisfy the selection criteria from Part IV (Suitability Requirements) must fill in 'yes' at Part C in the ESPD. This concerns, for example, financial and economic capacity, but also, for example, technical capacity, professional competence or the possession of certificates. The Contractor shall state the specific capacity it requires for each of the entities involved. Each of the entities involved fills out a separate ESPD form.

Main Contractor

If the Contractor act as main Contractor and state specific SubContractor(s) in his Tender, he will be bound, upon award, to actually engage in cooperation with the mentioned SubContractor(s) in accordance with the provisions of the Tender. As the main Contractor, he bears full responsibility for the activities of his SubContractor(s). He will be in charge of communication on behalf of and to the SubContractor(s). Invoicing of subcontracted work will be done by the main Contractor.

4.3 REGISTER ONCE

A Contractor can register once, either as an independent Contractor or as a Combinant. Companies of the same group are considered the same for the purposes of this Tender Procedure, unless they can demonstrate that there is no threat of transparency or distortion of competition. A Contractor or Combinant cannot also be a SubContractor of another Contractor or Combinant.

4.4 SIGNATURE ON PROPOSAL

When submitting a Proposal, all documents which require a signature must be signed by an authorized director (natural person) or an authorized representative of the Contractor. The director must be listed as such in the trade register of the Chamber of Commerce (CoC, in Dutch KvK).

4.5 WAITING ROOM INSTRUCTION

If it emerges during the term of the Agreement that the Contracted Party is unable to provide the requested Services in accordance with the Tender Documents, the Agreement and the submitted Tender, or fails to perform them (properly), the Contracting Authority is entitled to allow the Contractor who was ranked second in the ranking during this Tendering Procedure.

Because of this second position, he was not eligible for the Agreement, but has become now to a position to be considered for the Agreement after all in the next contract years, if he is prepared to maintain his Proposal. The rates of the Proposal made will then be indexed in accordance with the established indexation method.

This waiting room construction can also be applied if the Contractor is in a state of bankruptcy, liquidation or suspension of payments during the term of the Agreement, or has ceased its activities, or is in a similar state pursuant to an equivalent procedure under national statutory regulations. Conversely, this means that the Contracting Authority also has the right to decide to proceed with the (legal successor to the) selected Contractor (the proposed Contractor) if there are sufficient opportunities to do so and if the proposed Contractor meets the requirements specified at the time of the Tendering Procedure.

By sending the Proposal for this Tender, the Contractor declares that he agrees with the waiting room construction referred to above and that he will be able to take over the performance of the Assignment in full within a period of three (3) months of written notification from the Contracting Authority until the termination of the Agreement.

4.6 BRAND NAMES

At those points in these Tender Guidelines where brand names, types, manufacturing processes, etc. are mentioned and where it may concern a unique case, the provisions of sections 2.76 (3) and (4) of the Dutch Procurement Act 2012 will apply to the relevant part of the text. In such a case, the Contractor should read the phrase "or equivalent" immediately after the relevant part of the text. An exception is made for cases in which brand names are explicitly mentioned for comparison purposes.

4.7 RESERVATIONS

- a. The requirements and Award Criteria in these Tender Guidelines are based on the current and future situation at the Contracting Authority known at this time. Contractors cannot derive any rights from the numbers, solutions or specifications stated in this document, nor can they derive any rights from the time schedule as stated on the Tendering Platform. These serve only as an indication of the services and as a basis for comparison between various Contractors.
- b. The solutions requested in this document are based on the technology known and available at the time of writing. Developments in technology or in the market can be a reason for the Contracting Authority to demand from the Contractor that at the moment of delivery of the performance the then current standards and performances are met.

- c. The Contracting Authority reserves the right to halt the Tendering Procedure temporarily or permanently.
- d. The Contracting Authority reserves the right at all times not to award the Contract to the Contractor who intends to sell its business prior to completion of the Agreement. The Contractor must notify the Contracting Authority of any intention to sell its business when submitting the Tender, on pain of a penalty. The Contracting Authority also retains the right to terminate the Agreement in the event of a drastic change in the control over the Contractor's company which means that the Contracting Authority cannot reasonably be expected to maintain the Agreement.
- e. As regards this risk of progress in the Tendering Procedure, the Contracting Authority - for as long as the Contract has not yet been formally awarded - cannot be held liable for this progress risk in the Tendering Procedure. Contractors cannot derive any rights from this, nor is the Contracting Authority liable in any way whatsoever towards the Contractor for damages. Contractor is aware of this and accepts the fact that it is participating in this Tendering Procedure entirely at its own expense and risk.

4.8 CONFIDENTIAL COPYRIGHT AND CONFIDENTIALITY TOWARDS THE CONTRACTING AUTHORITY

The Contractor may only use the information which the Contracting Authority makes available to it in connection with this Tender Guidelines for the purpose for which it was provided. The Contractor shall treat such data confidentially and shall not disclose such data to third parties. The Contracting Authority will treat the Tender with confidentiality. It will only be shown to employees who are directly involved in the Tender Procedure. Correspondence and the received Proposal will not be returned afterwards. Publicity regarding this project, both during the Tender phase and after the Award Decision, is only permitted with the Contracting Authority's written consent.

4.9 ACTING WITH INSIDE INFORMATION AND OR CONFLICTS OF INTEREST

A Contractor may be excluded from the Tender Procedure if acting with inside information or conflicts of interest have affected the level playing field. The Contracting Authority reserves the right to exclude a Contractor if it appears that:

- Contractor and/or SubContractor/Combinant is involved as an advisor for the Proposal itself and has previously performed work or services in preparation of the present Tender Procedure or Assignment, or is or has been involved in any other way, directly or indirectly, in the preparation of the Tender Procedure and/or Assignment.
- The Contractor may be excluded from participating in the Tender Procedure and/or Assignment if the Contracting Authority suspects that he has inside information.

Prior to exclusion, the Contracting Authority shall give the Contractor the opportunity to rebut the suspicion of inside information to the satisfaction of the Contracting Authority and to demonstrate that fair competition and the level playing field are not harmed by the (previous) involvement of the Contractor.

4.10 CONTRADICTIONS

These Tender Guidelines and all accompanying Appendices have been prepared with due care. Nevertheless, these Tender Documents may contain ambiguities, inadequacies and/or contradictions. The Contracting Authority expects a proactive attitude from the Contractor, which means that the Contractor will report any lack of clarity in the Tender Documents to the Contracting Authority at the earliest opportunity, giving reasons, and at a time when these lack of clarity can still be rectified, i.e. by asking questions for the Memorandum of Information.

After expiry of the deadline for submission of Tenders, the Contractor can no longer object to any lack of clarity in the Tender Documents. Consequently, the Contractor loses its right to raise objections after the Tendering Procedure against any violations of law, including the consequences thereof, in so far as these are referred to in the Tender Documents, and the Contractor is deemed to unconditionally consent to the contents of the Tender Documents. The Contracting Authority will then in no way be liable for the consequences of any ambiguities in the Tender Documents. These will then be at the risk of the Contractor.

4.11 PROPOSAL REGULATIONS

By submitting a Proposal, the Contractor unconditionally complies with the following regulations:

- a. The all-in rates used are in euros (€), excluding VAT. Contractor shall state the applicable VAT rates.
- b. Submitting an unrealistic or manipulative Tender leads to exclusion. Exclusion concerns the submission of unrealistic or manipulative Tenders on parts of the price form. This results in the following: Contractors may not submit prices that manipulate the award system. Contractors must offer a price that is realistic in itself. The following prices are suspected to be unrealistic:
 - Negative prices;
 - Prices of 0 euro;
 - Prices below cost price;
 - Abnormally low prices.This also applies to individual elements.
- c. If the Contracting Authority suspects an abnormally low Registration fee, the Contractor shall, at the Contracting Authority's request, submit an open and detailed justification of its Registration fee in relation to the Agreement. The Contracting Authority will then use this justification to investigate whether an abnormally low subscription rate is involved and decide whether or not to reject the Contractor on the basis of this investigation.
- d. The Proposal and additional documents and any correspondence must be written in English. Further communication after the Award Decision is in English as well. The Contracting Authority uses this language requirement as a minimum requirement when assessing the Tenders.
- e. These Tender Guidelines are not an Assignment, nor can they be interpreted as such.
- g. The Proposal is free of charge for the Contracting Authority. In the pre-contractual phase, the Contractor shall bear its own costs. As long as no Agreement has been reached and a written Agreement signed by both parties has not been drawn up, the Contracting Authority is not bound in any way whatsoever and there is no obligation to compensate for any damage or costs whatsoever.
- h. Contractor agrees that the Contracting Authority reserves the right to ask to provide official proof at a later stage. If these proofs do not correspond with the statements in the Proposal, the Contractor will be excluded from the award without being entitled to compensation of any cost whatsoever.
- i. The Proposal has been submitted in accordance with the instructions included in chapter 4 of these Tender Guidelines.
- j. Contractor is familiar with and agrees to the valuation and assessment methodology used by the Contracting Authority.
- k. The submitted Proposal will be valid for at least five (5) months after the date on which the Proposal must be submitted at the latest. During this period the Proposal has the nature of an irrevocable offer. For the Contractor who signs the waiting room Agreement (Appendix 4), the period of validity of its Proposal will apply in accordance with what is stated in the waiting room Agreement.
- l. The Contractor agrees to extend the period of validity of its Proposal, in the event that summary proceedings are instituted, to a minimum of four weeks after the date of the judgment in the summary proceedings.
- m. All details submitted by the Contractor have been filled in truthfully and can be deemed to be true. The Contracting Authority reserves the right to compensation if incorrect and/or incomplete information has been submitted by the Contractor and/or what has been offered by the Contractor is not fulfilled.

4.12 SUBMITTED DOCUMENTS

All documentation submitted by the Contractor as part of the Proposal will become the property of the Contracting Authority and will not be returned but will be treated and stored confidentially. It will be destroyed after the expiry of the legal retention period. The Contracting Authority will treat as confidential information originating from the Contractor of which it knows, or can reasonably be expected to know, that it is confidential and will in any case take into account the legitimate (business) interests of the Contractor.

5. ASSESSMENT PROCEDURE

This chapter describes the assessment process for the Proposals submitted for this Tendering Procedure. The Assessment Procedure consists of the following phases:

Phase 1: Verification of completeness, validity and formal requirements;

Phase 2: Grounds for exclusion and Suitability Requirements;

Phase 3: Assessment Program of Requirements;

Phase 4: Assessment of the Award Criterion 'Best value for money'.

The Contracting Authority reserves the right to request a further explanation of the Proposal submitted by the Contractor at any time, if it deems this necessary.

5.1 PHASE 1 – VERIFICATION OF COMPLETENESS, VALIDITY AND FORMAL REQUIREMENTS

The procurement advisor will verify that all documents accompanying the Proposal have been submitted in accordance with the applicable terms and conditions and general provisions. An incomplete response may lead to exclusion. Submitting a conditional Proposal results in exclusion from the further Tendering Procedure.

5.2 PHASE 2 – GROUNDS FOR EXCLUSION AND SUITABILITY REQUIREMENTS

The procurement advisor checks whether the Grounds for Exclusion apply to the Contractor and whether the Contractor meets the Suitability Requirements. If the Grounds for Exclusion apply to the Contractor or if the Contractor does not meet the Requirements for Suitability, the Contracting Authority is entitled to exclude the Contractor from the Tendering Procedure.

5.3 PHASE 3 – CHECK PROGRAM OF REQUIREMENTS

This phase assesses whether the Contractor unconditionally meets all the minimum requirements (Appendix 7). Only a Contractor that submits a Proposal unconditionally and without reservations is considered to have met the requirements. Where a requirement calls for a reference, this reference may be given. If the Contractor does not unconditionally meet all the requirements, it is excluded from the further Tendering Procedure. If the Contracting Authority draws the conclusion from the Proposal that the stipulated requirements are not yet met, the Contracting Authority shall verify this with the Contractor. If verification shows that the Contractor does not meet all the minimum requirements, the Contractor shall be excluded from the further Tendering Procedure. By submitting the Proposal, the Contractor agrees to the procedures laid down in these Guidelines, including Appendices.

5.4 PHASE 4 – EVALUATION OF THE AWARD CRITERION 'BEST VALUE FOR MONEY'.

When the Contractor has successfully completed Phase 3, its response to the formulated sub-Award Criteria will be assessed. The assessment of the Proposal will be based on the Award Criterion 'best value for money'.

The following sub-Award Criteria will be used to determine which Proposal has the best price-quality ratio. The Contractor will demonstrate its added value and distinctive character on the basis of these Award Criteria.

Weighted Factor Method

No.	Award Criteria	Max. number of points to be gained	Further explained in section
1.	Proposed approach	100	5.4.1
2.	Execution of the Assignment (research)	290	5.4.2
3.	Relevant knowledge and experience	200	5.4.3
4.	Risks	80	5.4.4
5.	Opportunities	80	5.4.5
6.	Sustainability	100	5.4.6
7a.	Price: The total price offered in the Proposal (excluding taxes)	100	5.5
7b	Price: Quality of the budget specification	50	5.5
Total		1,000 points	

Best value for money:

In determining the 'best price/quality ratio', use will be made of the principle 'Weighted Factor Method'. The Proposal with the highest score, based on the sum of the points obtained for the qualitative and price related criteria will be selected.

Weighting: 85% quality and 15% price.

The following scale will be used for the assessment of the sub-Award Criteria 1 to 7b (excluding 7a).

Score	Explanation of Rating	Percentage of the max. points to be gained
Excellent	In the opinion of the assessors, the Contractor has provided an excellent substantively relevant, concrete and applicable answer to all the elements as described in the ToR (Appendix 12). The method of fulfilment has been excellently demonstrated in the Proposal. It is distinctive, innovative and offers considerable added value to the Contracting Authority.	100%
Good	In the Assessors' opinion, the Contractor has provided a good substantively relevant, concrete and applicable response to all requested elements as described in the ToR (Appendix 12). The manner of fulfilment has been well demonstrated. In parts, the Proposal is distinctive and/or innovative and offers some added value. However, a limited number of aspects score less well. As a result, a maximum score cannot be awarded.	70%
Satisfactory	In the Assessors' opinion, the Contractor has provided a sufficiently substantively relevant and appropriate response to all requested elements as described in the ToR (Appendix 12). The manner of fulfilment has been sufficiently demonstrated.	50%
Not satisfactory	In the Assessors' opinion, the Contractor has not provided a sufficiently substantive and appropriate response to one or more of the requested elements as described in the ToR (Appendix 12). The manner of fulfilment has not been sufficiently demonstrated.	30%
Poor, insufficient	In the Assessors' opinion, the Contractor has not answered the question at all or has given irrelevant answers.	0% or Will be put aside

The table above shows how the quality added value can be achieved in percentages. For example, if a sub-Award Criterion is assessed as 'good', 70% of the maximum number of points to be awarded will be allocated to this criterion. Formula example:

Sub-Award Criterion x:	Maximum number of points to be awarded x 70% = points obtained
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5.4.1 SUB AWARD CRITERION: PROPOSED APPROACH

The Contractor describes the approach of this Assignment (D2B studies), aimed at full execution of the required tasks and deliverables as presented in Appendix 12 (ToR). At least the following elements will be part of this description:

- Understanding of the Assignment
- Methodology & tools
- Stakeholder engagement (including the Contracting Authority)
- Preparing organizational set-up (project organization structure)
- Communication

The elaboration of this sub-Award Criterion may consist of a maximum of 10 A4, Arial 10 font. References to other sub-Award Criteria are not permitted. Any references to media will not be assessed. If the maximum number of pages is exceeded, only the first 10 pages will be assessed.

5.4.2 SUB AWARD CRITERION: EXECUTION OF THIS ASSIGNMENT

The Contractor describes the execution of this Assignment (D2B Studies) throughout all the identified phases, aimed at full execution of the required tasks and deliverables per phase as presented in Appendix 12 (ToR). At least the following elements will be part of this description:

- A. Method and approach.
 - The role the Contractor takes, with its own insights and ideas.
 - As part of the project management provide a description and time schedule (Gantt chart) of the activities to be carried out and/or products to be delivered, taken into consideration amongst others a coordination plan, backstopping and quality control measures.
 - The objectives to be pursued.
 - The calibration points and/or identification of key activities for the Contractor, the Contracting Authority, the Competent Authority (MOH) and the Project Steering Committee.
- B. Securing capacity, continuity and quality of staff:
 - In what way does the Contractor give substance to the concept of 'good employment practices'?
 - How does the Contractor organize continuity of support?
 - How does the process of knowledge embedding, sharing and transfer to and between employees look like?
- C. Communication (including reporting)
 - With the Contracting Authority.
 - With the Competent Authority (MOH).
 - With the Project Steering Committee.
 - With other stakeholders/organisations.

The elaboration of this sub-Award Criterion may consist of a maximum of 30 A4, Arial 10 font. References to other sub-Award Criteria are not permitted. Any references to media will not be assessed. If the maximum number of pages is exceeded, only the first 30 pages will be assessed.

5.4.3 RELEVANT KNOWLEDGE AND EXPERIENCE

The Contractor describes in breadth and depth, on the basis of the references submitted, its knowledge and expertise with regard to a full feasibility study involving a multi-cultural stakeholder setting in developing countries, preferably supported by an official development aid organization. The Contractor's description must demonstrate sufficient knowledge, experience and creativity to give the Contracting Authority confidence that the Contractor can perform this Assignment successfully.

In addition, considering the requirements about the experts (Appendix 12 (ToR)), the Contractor provides an explanation/presentation of the team (key experts) to be deployed and explain what additional relevant expertise (additional experts) is available that the team to be deployed can fall back on, if necessary.

When assessing the expertise, it will be considered to what extent the Contractor and the team of the Contractor (key- and additional experts) to be deployed for this Assignment have experience with similar Assignments and have the competencies to perform such an Assignment, as evidenced by the CV's (using Appendix 10 for this).

Points of interests:

- Which team member is designated as deputy team leader is included in the explanation of the team.
- The description of the team specifies the names, functions and responsibilities of the proposed members of key and additional experts.
- The Combination of international and local experts in the team is encouraged, in order to better take into account the local context and the legislation and regulations in force in Uganda.
- A person may be appointed for more than one position as an expert, if the expert meets all the required qualifications and experience and can provide the service within the time frame.

- The CVs of the key persons and the additional experts include the knowledge and skills in word and writing of the English language.
- The CVs of the support staff should not be included in the Proposal.
- CVs are limited to five (5) pages each.
- The explanation/presentation of the team (key experts) to be deployed and the explanation what additional relevant expertise (additional experts) is available that the team to be deployed can fall back on, if necessary, is limited to one (1) page.

The description and the team of the Contractor to be deployed must demonstrate sufficient knowledge and experience to give the Contracting Authority confidence that the Contractor can successfully carry out this Assignment.

Any references to other media will not be assessed.

The elaboration of this sub-Award Criterion may consist of a maximum of 3 A4 (portfolio and explanation/presentation of the team), Arial 10 font. This number of pages is exclusive the CV's (Appendix 10). References to other sub-Award Criteria are not permitted. Any references to media will not be assessed. If the maximum number of pages is exceeded, only the first 3 pages will be assessed.

5.4.4 RISKS

What additional (comparing to the ToR: Appendix 12) risks does the Contractor see in the execution of the Assignment and what measures will he take to mitigate these risks? The Contractor uses Appendix 8 for this Award Criteria.

The elaboration of this sub-Award Criterion may consist of a maximum of 2 A4, Arial 10 font. References to other sub-Award Criteria are not permitted. Any references to media will not be assessed. If the maximum number of pages is exceeded, only the first 2 pages will be assessed.

5.4.5 OPPORTUNITIES

What opportunities does the Contractor see in the execution of the Agreement that may have an impact at the implementation or at the execution of this Assignment. The Contractor describes how he expects to manage these opportunities and how this has been included in the Proposal. The Contractor uses Appendix 9 for this Award Criteria.

The elaboration of this sub-Award Criterion may consist of a maximum of 2 A4, Arial 10 font. References to other sub-Award Criteria are not permitted. Any references to media will not be assessed. If the maximum number of pages is exceeded, only the first 2 pages will be assessed.

5.4.6 SUSTAINABILITY

The Contractor describes in which phase he intends to realize what sustainability opportunities in the broadest sense of the word. For each solution, he describes how he plans to implement them and report on it.

The elaboration of this sub-Award Criterion may consist of a maximum of 2 A4, Arial 10 font. References to other sub-Award Criteria are not permitted. Any references to media will not be assessed. If the maximum number of pages is exceeded, only the first 2 pages will be assessed.

5.5 AWARD CRITERION 'PRICE'

The price is assessed according to the 'weighted points method'. In this method, the price offered by the Contractor is converted into a score.

In Appendix 6, the Contractor proposes a total price (in EUR) for the Assignment including an overview of the prices and rates applicable per phase for this Assignment. The Contractor presents:

- the number of working hours per expert and per phase (technical bid hours, rates, tab 3);
- the additional costs (tab 2);
- the BID price summary (tab 1).

related to the proposed time each expert will dedicate to the Assignment to enable its full execution in accordance with all the requirements and within the expected contract period.

Points will be awarded for 1) the quality of the cost specification, which must be in total and per phase complete, detailed, transparent, comprehensible, realistic and underpinned, 2) the effectiveness of the use of the project resources and 3) the total price offered in the Proposal.

Bottom line price

The Contracting Authority uses a realistic cost price calculation to guarantee a good relationship between the price for the service and the requirements imposed on the quality and continuity of the service. This real cost calculation serves as the bottom line price for which the Contractor will provide the requested services.

Maximum price

The Contracting Authority applies a maximum price of € 650,000.-, exclusive of VAT. The maximum price is the maximum amount the Contracting Authority is prepared to spend each year. This 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. The Proposals submitted whose price exceeds the maximum price will be excluded from the further Tender Procedure.

The range of the minimum price up to the maximum price for the number of hours declared is indicated on the Pricesheet (Appendix 6).

If the total price is equal to or less than the stated bottom line price, the Contractor receives the maximum score on the Award Criterion 'price'. If the total price is equal or higher than the indicated maximum price, the Proposal will be excluded from the further Tender Procedure.

Calculation of the score

The formula to determine the score is as follows:

$$= ((0 - \text{Maximum Points}) / (\text{Maximum Price} - \text{Minimum Price})) * (\text{Offered Total Price} - \text{Maximum Price})$$

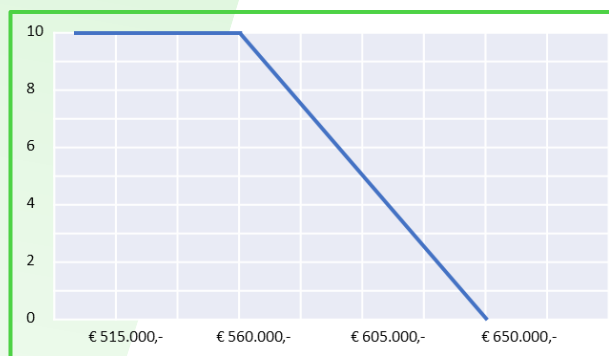
Maximum number of points to be scored = 100

Total price = offered price

Maximum price = € 650,000.-

Bottom line price = € 560,000.-

The scoring process is shown graphically in the figure below. Between the price points in the table, the score is allocated linearly (proportionally).



At a total price of € 560,000.- or lower, the Contractor will score 100 points.

A total price of € 650,000.- or higher will lead to exclusion of the further Tender Procedure.

Example calculation: Contractor submits an offer of EUR 587.654,32.

Your score will then be: $((0-10)/(650.000 - 560.000)) * (587.654,32 - 560.000) = 6,93$ points

Instructions for filling in the Appendix 6, 'Pricesheet':

- Prices are expressed in Euros (excluding VAT), rounded to no more than two decimal places;
- The prices are all-in rates;
- A possible graduated discount has been deducted from the total price;
- Changing the prescribed text in the price (Appendix 6) is not permitted and can lead to exclusion of the further Tender Procedure.

5.6 METHOD OF ASSESSMENT

The Contracting Authority has appointed an Assessment Committee for the evaluation of the qualitative (sub-)Award Criteria of the Proposals. The Assessment Committee consists of three (3) members.

The assessment of the qualitative criteria takes place without knowledge of the prices submitted.

The assessors will initially assign a score per sub-Award Criterion individually.

After completing the individual assessment, the Assessment Committee will determine the final value per Proposal, per Award Criterion, on the basis of consensus.

5.7 HOW IS THE WINNING BIDDER DETERMINED?

Adding up the scores of all qualitative sub-Award Criteria will result in the total score for the 'quality' element. Adding the score for the 'price' component to this will produce the total score for the Proposal.

The Contractor with the highest number of points has offered the best price/quality ratio and will be designated as the winner. This Contractor is eligible for the award.

Of the Proposals of which the total score is the same after the assessment, the Proposal with the highest score for the Award Criterion "Execution of the Assignment (research) (5.4.2)" will be ranked as the highest of those equally ended Proposals. If the score for the Award Criterion "Execution of the Assignment (research) (5.4.2)" of these Proposals is also equal, the score for the Award Criterion "Expertise and Organization (5.4.3)" will determine the rank order. If this score is also equal, a new ranking by lot will be drawn among the Contractors eligible for the award, with the winning Contractor receiving the Award Decision.

6. AWARD PROCESS

This chapter describes the process from dispatch of the Award Decision up to and including signing of the Agreement. The Award Procedure consists of the following phases:

Phase 5: Award Decision

Phase 6: Objection period

Phase 7: Final Award

6.1 PHASE 5 - AWARD DECISION

Following the evaluation of all Proposals, the Contracting Authority will inform all Contractors in writing by way of an Award Decision which Contractor the Contracting Authority intends to award the Agreement to, the reasons for the Award Decision and - to the extent relevant for the 'provisional' Award Decision - the characteristics and the advantages of the Proposal on the basis of which the relevant Contractor(s) will be awarded the Agreement.

The Award Decision does not yet entitle the successful Contractor to award the Agreement, as the communication does not imply acceptance of the Proposal. In other words, there is not yet an Agreement between the Contracting Authority and the intended winning Contractor. The Contractor to whom the Award Decision has been issued will be invited for a meeting about his Proposal, the verification of data and the discussion of the possible Agreement to be concluded.

6.2 PHASE 6 - OBJECTION PERIOD

Contractors who do not agree with the Award Decision and wish to object to it must lodge civil proceedings to this end with the civil court in The Hague within twenty calendar days of the date of the award advice, by serving a summons.

Any requests for a further (verbal) explanation of the Award Decision shall not suspend this period. If interim injunction proceedings are instituted in the prescribed manner, the Contracting Authority shall await the outcome of the interim injunction proceedings before proceeding with the Final Award. The Contracting Authority shall also reserve the right to await any appeal or to proceed with the Final Award in the event of a favorable decision by the Interim Injunction Judge of the Court.

If a proper writ of summons is not issued within this period of twenty calendar days, the Contracting Authority will in principle proceed to Final Award, subject to the right not to award the Agreement (in accordance with section 4.7-d). If an unsuccessful Contractor fails to issue a summons in time or correctly, it will be deemed to have expressly waived its right to have the lawfulness of the Award Decision and/or the Tendering Procedure conducted reviewed by the court and its claim will be inadmissible if it lodges a legal remedy after all.

6.3 PROCEDURE OF VERIFICATION

Prior to awarding the Agreement, the Contracting Authority shall conduct a verification interview with the Contractor to whom the Award Decision has been sent. In preparation for the verification, the Contracting Authority shall establish the points on which the information provided by the Contractor must be verified or the documents or further information which the Contractor must submit. It is also determined which questions still require clarification and which points need to be coordinated.

The verification interview will also assess whether the Contractor has correctly interpreted the Tender Guidelines including the Appendices.

If it emerges that the Contractor to whom the Award Decision has been sent has provided incorrect information in the Proposal, or that there are insurmountable objections on other points, or that no Agreement can be reached on the Agreement to be concluded, the relevant Proposal may be rejected.

If this Proposal is discarded, the Award Decision will be sent to the next highest ranking Contractor.

In case of remaining suitable Contractors with equal scores, in order to determine which of these suitable Contractors will be awarded (part of) the Agreement, a lot will be drawn in accordance with the draw procedure described in section 5.7.

6.4 PHASE 7 – FINAL AWARD

If no objections are received, the Contracting Authority will proceed with the Final Award. The Contracting Authority will send a Final Award letter to the successful Contractor.

6.5 WAITING ROOM AGREEMENT

After the Final Award, the Contractor not awarded the Agreement will be placed in the "waiting room" (Appendix 4). For more information, see section 4.5.

6.6 SIGNING THE AGREEMENT/CONTRACT

After the award is final, the Agreement will be signed between the Contracting Authority and the winning Contractor. The Agreement will not be concluded until it has been duly signed by both parties.

Final word

We would like to thank you in advance for making the effort to read these Tender Guidelines. If, after reading this document, you wish to participate in this Tendering Procedure, we wish you every success in compiling your Proposal and we look forward to receiving your Proposal!



Let's get in touch. Together we build the sustainable markets of tomorrow.

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