

Tender guide

Evaluation DRIVE Project ‘Turn-key re-construction of 12 bridges on the NR20 Laos’

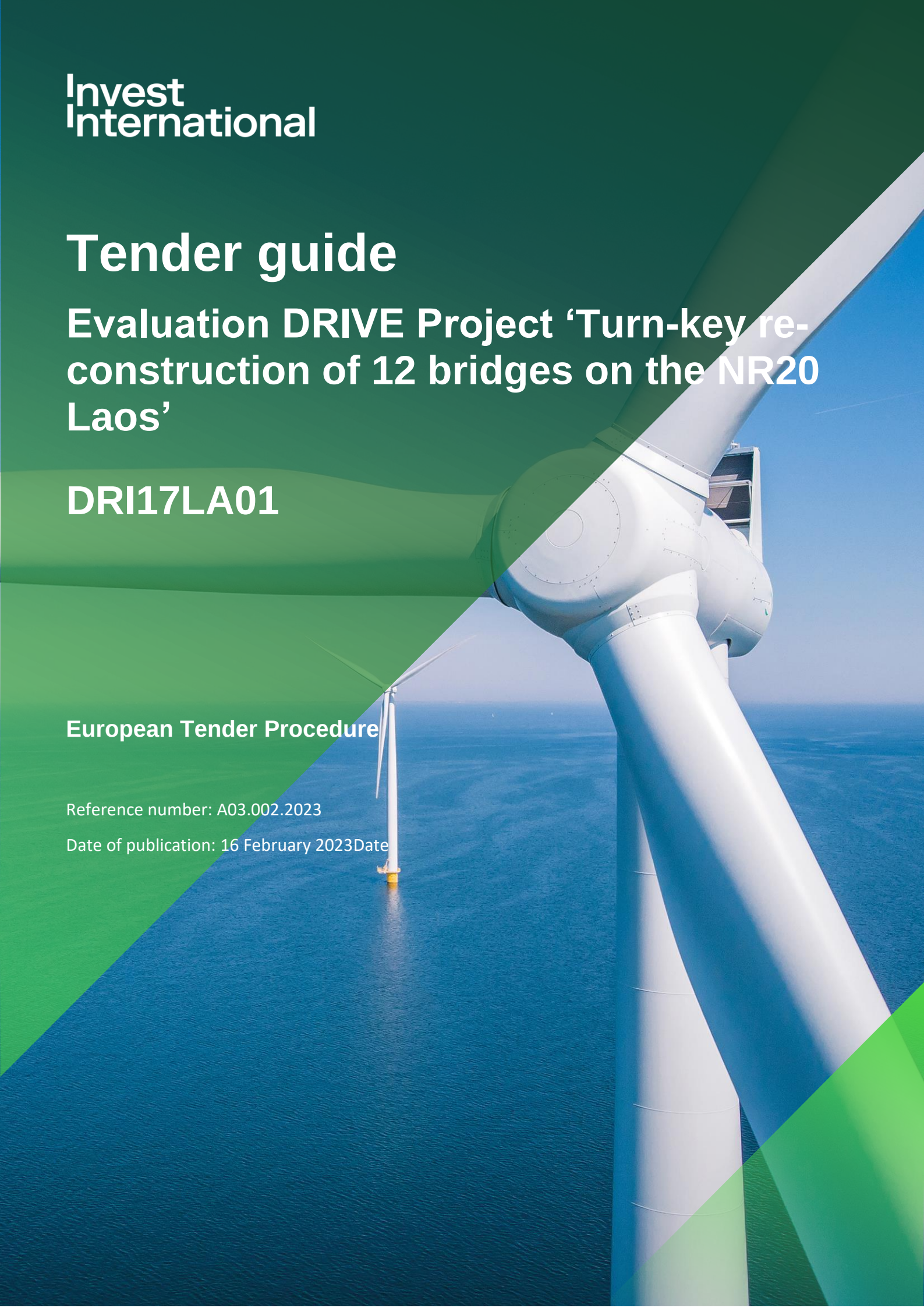
DRI17LA01

European Tender Procedure

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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 based on 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 based on 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	
Consortium member	The Entrepreneur who is part of a Consortium.
Consortium	Two or more Entrepreneurs who register jointly and cooperate with each other on an equal level. Each Entrepreneur in the Consortium 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)/Evaluator	In this document all Tenderers / Consultants are referred to as Contractor (read: potential Contractor / Evaluator). After contracting the party who will implement the contract is the Contractor(s).
D	
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.
D2B Studies	The full set of tasks and services requested in this Tender document.
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	
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.
Entrepreneur	A Contractor, Supplier or service provider.
F	
Final Award	The communication of the Award Decision after the objection period, being 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 those 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	
Pricesheet	The template on which Contractor enters the rates including all costs (all-in rate) for all requested items.
Proposal	The tender submitted by the Contractor.
Public Procedure	Procedure in which all Entrepreneurs may tender in response to an announcement.
Public Procurement	The Public Procurement Act 2012 (<i>Aanbestedingswet 2012</i>).
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.
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

These are the Tender Guidelines for the European Public Tender Procedure 'Evaluation DRIVE Project 'Turn-key re-construction of 12 bridges on the NR20 Laos''. 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 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 Dutch Government Funds intended for infrastructure projects accessible. Its ambition is to stimulate innovative solutions for 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 RVO and FMO. Currently Invest International has about 135 employees, with a projected growth up to 150 employees.

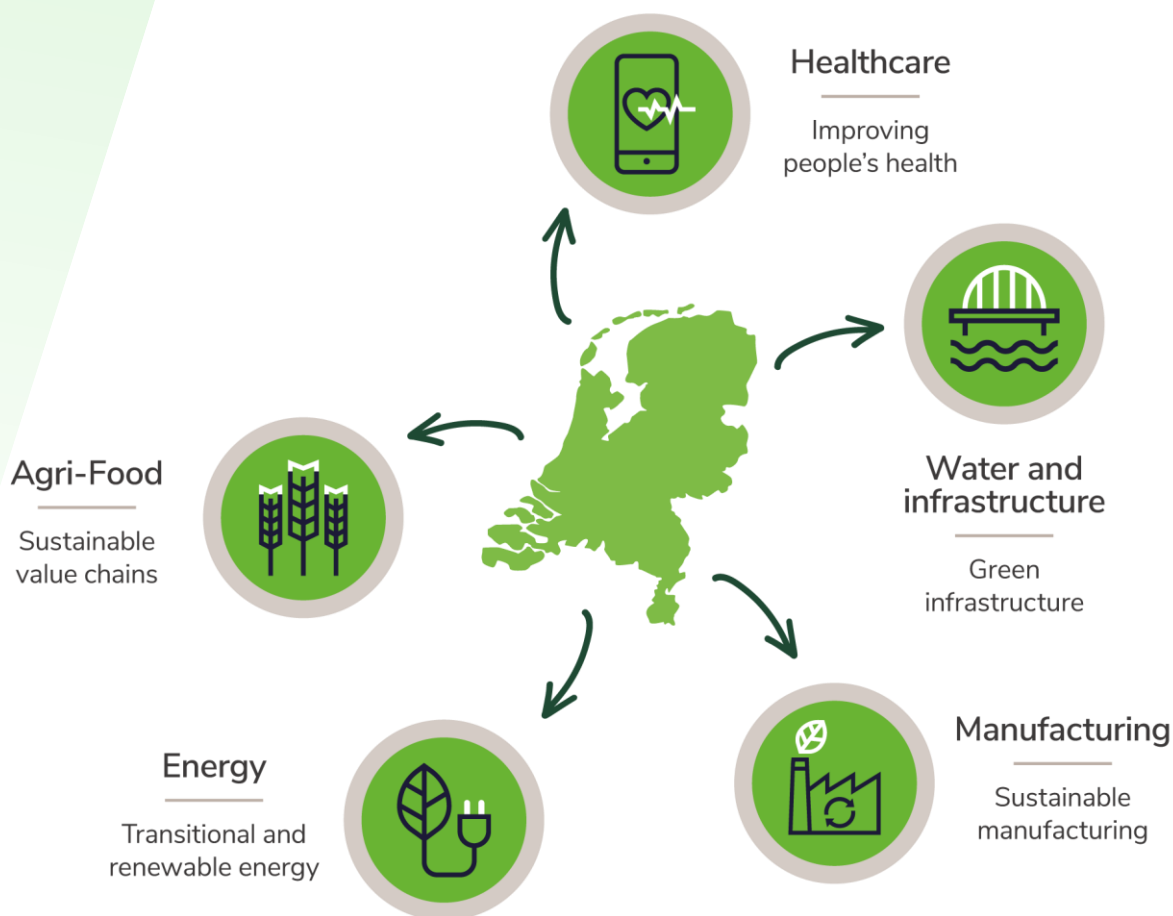
The 'holding' Invest International B.V. includes three subsidiaries:

- 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 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

The Ministry of Foreign Affairs of the Netherlands funds the Development Related Infrastructure Investment Vehicle program (DRIVE). With DRIVE, the Ministry of Foreign Affairs facilitates investments in public infrastructure projects that contribute towards a good business climate and entrepreneurship, with focus on the priority sectors of water, climate, food security, and sexual and reproductive health and rights (SRHR). Public infrastructure projects that have high development relevance in other sectors can also apply for DRIVE support. Moreover, DRIVE contributes to the realization of the Sustainable Development Goals (SDGs), particularly SDG 3, 8, 9, and 13.

The DRIVE programme was open for applications until January 2023 and got extended. Ultimately, the program will be evaluated to determine whether it achieved its goals. For such a programme evaluation, it is imperative to conduct separate evaluations for a selection of DRIVE projects of which this evaluation is a part.

The anticipated impact of this project is improved connectivity by replacing 12 bridges in the provinces of Champasak & Salavan to ensure that the local population along the National Road 20 (NR20) will have reliable all-season access to other villages as well as regional hubs (i.e., Pakse and Salavan). The project consists of the construction of 12 bridges, associated street furniture, and temporary bridges. In addition, there have been several Technical Assistance (TA) assignments (supervision services, procurement support, and root cause analysis of proposed bridges). The evaluation of this project will be split into phases.

More information on the project itself can be found in the ToR (Appendix 6).

1.3 DESCRIPTION OF ASSIGNMENT

Inception Phase

Timelines at this morning moment indicate that site mobilization will start in December 2022 and construction 6 months later. Due to a special situation with bridge #8 that collapsed during February 2023, temporary construction has been fast tracked on the project for that specific bridge. However, construction of the whole project should be finalized by 1 January 2025 with a Defects Liability Period extending to 31 December 2026. The next phases of the project will be determined when the timelines of the construction phase are clear. Data sets (raw data collected during the assignment) are expected to be shared with Invest International as findings will be used as input for the mid-term and end-line evaluations. Data refers to the qualitative and quantitative information collected as part of the assignment but not necessarily the models to process the data. Data sets are part of the assignment and are expected to be shared with Invest International.

The inception phase contains three working packages: a) creating a baseline for the study, b) assessing the implementation of TA assignments and c) analysing ESG impacts. In addition, the evaluator is expected to provide preliminary conclusions and lessons learned, which Invest International could consult for future infrastructure projects with similar characteristics.

Mid-term and end-line evaluations

The criteria for the mid-term evaluation and end evaluation will be determined by the progress of the project, but also the findings, gaps, and recommendations from the inception phase. The definite methodology should respond to the OECD/DAC criteria (as shown in section 2.3) and the DRIVE ToC. It's important to note that the baseline must be suitable for evaluation methodologies as outlined below. Tendering parties are, of course, free to draft their own methodology, but the research

design is encouraged to consider the following themes:

- Experimental techniques
- A formative approach
- Triangulation of data
- Cost-benefit analysis
- Learning and development
- Local understanding

The mid-term and end-line evaluations will be guided by the OECD criteria, but also considering the usefulness of the evaluations for learning. Learning is a crucial theme expected to be cross-cutting through the evaluation, which will provide insights on future decision-making for the policies or project's design under DRIVE.

More information about the description of the Assignment is to be found in the ToR, Appendix 6.

The Appendices belonging to the ToR can be requested separately through the TenderNed platform. The request needs to be accompanied by a signed NDA. After receiving the request and checking the NDA, the Appendices will be sent.

1.4 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 6) 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 organizational 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.

1.5 LOTS

This Assignment is not divided into lots and will therefore be marketed as a whole, because the contract is of such a size that it is accessible to a broad market approach.

1.6 THE AGREEMENT/CONTRACT

The procurement at hand concerns the inception phase, whereas later evaluation stages will be either tendered separately or this assignment will be expanded as explained in the tender documents. The reason for this split is the envisioned length of the project implementation and projects often face delays. This and the often-changing political situation in the countries that we work has led to several failed evaluations in the past and is the reason for this approach. Timelines at this morning indicate that site mobilization will start in December 2022 and construction 6 months later. Construction should be finalized by 1 January 2025 with a Defects Liability Period extending to 31 December 2026. The next phases of the project will be determined when the timelines of the construction phase are clear.

Therefore, the Contracting Authority wishes to conclude an Agreement on behalf of Invest International Public Programs B.V. with one Contractor. The Agreement has an initial term of nine (9) months or less, for the Inception phase, with the optional possibility of extending the Agreement with:

- Eighteen (18) months or more or less, depending on when the Assignment has been finished (earlier or later) for the performance of the mid-term evaluation (first extension possibility);
- Twenty-four (24) months or, depending on when the Assignment has been fulfilled (earlier or later) for the performance of the end-line evaluation (second extension possibility).

The Agreement therefore has a maximum term of three (3) years and three (3) months. The commencement date of the Agreement is currently 1 June 2023.

The following conditions are applicable:

- The recording of the combination of the baseline, the mid-term and the end-line evaluation in one Agreement.
- The mid-term and the end-line evaluation will take place contractually using the unilateral extension of the Agreement.
- At the end of each phase an assessment meeting is held between the Contracting Authority and the Contractor. After this meeting, the expectations will be summarized in a brief memo. Thereafter, the Contractor drafts an evaluation plan that the Contracting authority will be able to comment upon.
- There is a clear go/no-go moment between the baseline, the mid-term evaluation and the end-line evaluation, so that the parties can part after the baseline or after the mid-term evaluation if no agreement has been reached on the content of the mid-term or the end-line evaluation or if the Contracting Authority does not wish to extend the Agreement.
- If applicable, alterations to the methodology, budget and time-plan that have been proposed in earlier stages shall be added to the Agreement by means of an addendum.

1.7 MONITORING THE AGREEMENT/CONTRACT

During the performance of the Agreement, it will be monitored whether the contractual agreements are met, and the performance will be monitored. 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 labor 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 main 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 poverty (SDG 1)
- No hunger (SDG 2)
- Good health and well-being (SDG 3)
- Clean water and sanitation (SDG 6)
- Industry, Innovation, and Infrastructure (SDG 9)
- Accountable consumption and production (SDG 12)

By focusing on Socially Responsible Procurement in the tendering process, Invest International contributes both to realizing and where possible accelerating the social objectives of the Contracting Authority and to making the Supplier's business operations more sustainable.

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.

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

3. TENDER PROCEDURE

This section 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 based on 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 eRecognition. The consequences of not having eRecognition (in time) are for the Contractor. For more information see: <https://www.tenderned.nl/cms/voor-ondernemingen/registreren-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	16 February 2023
Closing date for submitting questions	7 March 2023
Target date for the issuance of the Memorandum of Information	14 March 2023
Closing date for submitting Proposals	27 March 2023, 08.00 hours
Send Award Decision	17 April 2023
Verification meeting	Week 17/18 2023
Expiry of objection term	8 May 2023
Send Final Award	8 May 2023
Contracting	8 – 31 May 2023
Start implementation of the Agreement	1 June 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 organisation 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 Kaaij
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 draft (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, except for 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 Memoranda 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/Memoranda of Information, the Complaints procedure (Appendix 9) 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 (several) 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 considered 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 authorised person (Appendix 1)
2. Format reference (1) (Appendix 3a)
3. Format reference (2) (Appendix 3b)
4. Signed version of code of ethics in relation to the guiding principles and ethical standards described in Chapter 5 of the IOB 'Evaluation policy and guidelines for evaluations'
5. Self assessment Form Sustainability Code of Conduct (Appendix 14a)
6. Holding Statement (Appendix 15)
7. Extract from the trade register of the Chamber of Commerce

8. Technical proposal (5.4.1)
9. Portfolio relevant experience (5.4.2)
10. Relevant knowledge: explanation/presentation team and C.V.'s (5.4.3) (Appendix 13)
11. Risks (5.4.4) (Appendix 11)
12. Opportunities (5.4.5) (Appendix 12)
13. Pricsheet (Appendix 7)

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 always lies with the Contractor.

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:

- **Declaration of Conduct for Tendering (in Dutch: gedragsverklaring aanbesteden (GvA))¹**

The Contractor to whom the Contract 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 Consortium, each Consortium member 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 Consortium, each Consortium member must be able to submit this evidence.

And further:

- Copy Liability Insurance Policy
- Signed KYS Format (Appendix 10)
- Formats Reference (Appendices 3a and 3b)
- Copy Certificate ISO 9001: 2015 or comparable
- Copy Certificate ISO 27001: 2013 or comparable
- Sustainability or ESG Policy

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 Grounds for Exclusion referred to in Article 2.86 or Article 2.87 Procurement Law, does not apply to the Contractor.

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.

3.12 EUROPEAN SINGLE PROCUREMENT DOCUMENT (ESPD)

The European Commission has drawn up a 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 1 (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 Consortium, the fully completed and duly signed ESPD of each participant in the Consortium must be submitted with the Proposal. Failure to do so may result in exclusion from the Tender Procedure.

4.2 (SUB)CONTRACTING AND CONSORTIUM

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 Entrepreneurs may jointly tender as a Consortium. The Consortium may tender for one or more lots, whereby all the Consortium members participating in the Consortium become contracting partners of the Contracting Authority and assume joint and several liability. A Consortium is deemed to be one Candidate. The Consortium must jointly submit the requested information and meet the requirements set for the assessment of suitability in accordance with this Selection Document. The Consortium must select one participant to send the invoices to the main Contractor.

Reliance on the capacity of other entities

Entrepreneurs 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 Entrepreneur 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 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 oversee communication on behalf of and to the SubContractor(s). Invoicing of subcontracted work will be done by the main Contractor.

4.3 REGISTER ONCE

An Entrepreneur can register once, either as an independent Contractor or as a Consortium member. 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 Consortium member cannot also be a Subcontractor of another Contractor or Consortium member.

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.

4.5 WAITING ROOM INSTRUCTION

If it emerges during the term of the Contract 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 to be considered for the Contract.

Because of his second position, the Contractor was not eligible for the Agreement, but has become eligible for the Contract in the next contract years if he is prepared to maintain his proposal. The rates of the submitted proposal will be indexed in accordance with the established indexation method.

This waiting room construction (Appendix 16) 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 successful Contractor (legal successor to the successful Contractor or 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 (Appendix 16) referred to above and that it will be able to take over the performance of the Assignment in full within a period of two (2) months of written notification from the Contracting Authority until the date of expiry 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 always reserves the right 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. Regarding these risks (c and d) of progress in the Tendering Procedure, the Contracting Authority - for as long as the Agreement 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 OF THE CONTRACTING AUTHORITY

The Candidate may only use the information which the Contracting Authority makes available to it in connection with this Selection Document for the purpose for which it was provided. The Candidate shall treat data confidentially and shall not disclose such data to third parties. The Contracting Authority will treat the Request for Participation confidentially. It will only be shown to employees who are directly involved in the Selection Procedure. Correspondence and the received Request for Participation will not be returned afterwards. Publicity regarding this project, both during the Selection Procedure 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/Consortium member 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.

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

After expiry of the deadline for submission of the Request for Participation, the Candidate can no longer object to any lack of clarity in the Selection Documents. Consequently, the Candidate loses its right to raise objections after the Selection Procedure against any violations of law, including the consequences thereof, insofar as these are referred to in the Selection

Documents, and the Candidate is deemed to unconditionally consent to the contents of the Selection Documents. The Contracting Authority will then in no way be liable for the consequences of any ambiguities in the Selection Documents. These will be at the risk of the Candidate.

4.11 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). Delivery, payment, purchasing and other general terms and conditions of the Contractors and third parties are hereby expressly rejected.

If a 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 Tendering Procedure.

4.12 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. 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 to reject the Contractor based on this investigation.
- d. The Proposal 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. The Contractor must submit the answers to the Award Criteria anonymously (stripped of names, company logos, house style, etc.).
- f. 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. If 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 Section 3.11 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 three (3) 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, 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 if 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.

4.13 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 consider 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 of the 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 result 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. 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 Contractor has the best price/quality ratio. The Contractor will demonstrate its added value and distinctive character based on these Award Criteria.

Weighted Factor Method

No.	Award Criteria	Max. number of points to be gained	Further explained in paragraph
1.	Technical proposal	240	5.4.1
2.	Relevant experience	140	5.4.2
3.	Relevant knowledge	180	5.4.3
4.	Risks	70	5.4.4
5.	Opportunities & Innovation	70	5.4.5
6.	Price	300	5.5
Total		1,000 points	

In determining the 'best price/quality ratio', use will be made of the principle 'Weighted Factor Method'.

The following scale will be used for the assessment of the sub-Award Criteria 1 through 5.

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 requested elements as described in the ToR. 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 the requested elements as described in the ToR. The manner of fulfilment has been well demonstrated. In parts, the Proposal is distinctive and/or innovative and offers some added value.	70%
Satisfactory	In the Assessors' opinion, the Contractor has provided a sufficiently substantively relevant and appropriate response to all the requested elements as described in the ToR. The manner of fulfilment has been sufficiently demonstrated.	50%
Poor	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. The manner of fulfilment has not been sufficiently demonstrated.	30%
Insufficient	In the Assessors' opinion, the Contractor has not answered the question at all or has given irrelevant answers.	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

5.4.1 SUB AWARD CRITERION A 'TECHNICAL PROPOSAL'

Based on the content of the tender document and the appendices, you submit your technical proposal describing HOW you perform the Assignment as described in the ToR, the associated deliverables and, including the planning, according to the following classification:

Phase 1: Inception

1. baseline measurement;
2. the implementation of TA assignments;
3. the potential for reaching relevant ESG impacts and mitigating ESG risk.

Phase 2: Mid-term evaluation.

Phase 3: End-line evaluation.

You are expected to work out the methodology as fully as possible, explaining (or validating) why certain choices are made regarding the baseline and you give an indication of the methodology you expect to use and why.

The submitted answer of you will be assessed on the following criteria per phase:

1. The degree of clarity and concreteness in which the Assignment is understood.
2. The quality of the described deliverables and the intended results that will be achieved.
3. The degree of clarity, concreteness, completeness, quality, and innovation of the proposed methodology.
4. The extent to which the local conditions have been considered.
5. The combination of the speed of the performance of the evaluations and the degree of how realistic the planning is.

The elaboration of this sub-Award Criterion may consist of a maximum of six (6) 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 page will be assessed.

5.4.2 SUB AWARD CRITERION B 'RELEVANT EXPERIENCE'

The Contractor describes in breadth and depth, based on the references submitted, its expertise regarding a rigorous & impact evaluation for a public infrastructure project combined with motorized traffic using it, and performed in a developing country. 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.

The submitted answer of you will be assessed on

1. Magnitude
2. Public Infrastructure
3. Methodology
4. The role of the local stakeholders

The portfolio of performed Assignments may consist of a maximum of four (4) 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 page will be assessed.

5.4.3 SUB AWARD CRITERION C 'RELEVANT KNOWLEDGE'

The Contractor provides an explanation/presentation of the team 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 13 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, to better consider, the local context and the legislation and regulations in force in Laos.
- 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. The submitted answer of you will be assessed on the following criteria:

- Does the project team have experience with quantitative evaluation skills using experimental, quasi-experimental designs?
- Does the project team have experience with qualitative evaluation skills, including in-depth field research skills and field experience?
- Does the team leader have experience and competence in the field with leading similar assignments? He needs to be involved and make his input on the assignment.
- Do the team members have the needed expertise and experience? (proven by provision of relevant and comparable country and sector reference projects).
- Does the local team have the needed expertise and experience?

Any references to other media will not be assessed.

References to other sub-Award Criteria are not permitted. Any references to media will not be assessed.

5.4.4 SUB AWARD CRITERION D 'RISKS'

What possible risks does the Contractor see in the performance of the Assignment and what measures will he take to mitigate these risks? The Contractor uses Appendix 11 for this Award Criteria.

The elaboration of this sub-Award Criterion may consist of a maximum of 1 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 SUB AWARD CRITERION E 'OPPORTUNITIES & INNOVATION'

What opportunities does the Contractor see in the performance 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 12 for this Award Criteria.

The elaboration of this sub-Award Criterion may consist of a maximum of 1 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 7, 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 performance in accordance with all the requirements and within the expected contract period.

Maximum price

The Contracting Authority applies a maximum price of € 400,000.00. The maximum price excludes Dutch VAT or reverse charge VAT if the Contractor is established in (the European part of) another EU Member State or VAT due under the law of Norway, Iceland, Liechtenstein. If the Contractor is established outside (the European part of) the EU, or outside Norway, Iceland or Liechtenstein, the maximum price of the Proposal shall include VAT established outside the EU or EEA (European Economic Area). The maximum price further includes all taxes, levies or duties not specified herein, which have been or will be levied in or outside the Netherlands, by a country or part of a country (which has the power to levy taxes independently). The maximum price is inclusive of any transaction and/or foreign exchange and/or other charges payable by the Contractor on account of exchange of charges incurred by the Contractor in other currencies to Euro or vice versa."

The Proposals submitted whose price exceeds the maximum price will be discarded.

Given the nature of this assignment, which includes development cooperation that exclusively benefits developing countries, a 0% VAT rate applies to the amount indicated on the quotation provided that the Contractor is established in the Netherlands and that their organisation is registered as an entrepreneur for VAT purposes. For more certainty in this respect, the Contractor can request a VAT exemption declaration from the tax inspector. More information on this can be found in the Ministry of Finance Decree dated 21 September 2015 (No. BLKB/2015/76M).

Calculation of the score

The formula to determine the score is as follows: The Contractor whose total price is lowest will get the maximum score of 300 points. The remaining Contractors will be scored pro rata according to the formula:

$$(\text{Lowest total price} / \text{Total price Contractor}) \times (\text{max. number of points}) = \text{score Contractor price}$$

Instructions for filling in the Appendix 7, '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 pricesheet (Appendix 7) 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 a minimum of 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, based on 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 the winner. This Contractor is eligible for the award.

Of the Proposals where the total score is the same after the assessment, the Proposal with the highest score for the Award Criterion 'Technical Proposal' (5.4.1) will be ranked as the highest of those equally ended Proposals. If the score for the Award Criterion 'Technical Proposal' (5.4.1) of these Proposals is also equal, the score for the Award Criterion 'Relevant knowledge'(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(s) 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(s) 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(s). The Contractor(s) to whom the Award Decision has been issued will be invited for a meeting about his/their Proposal, the verification of data and the discussion of the possible Agreement to be concluded.

6.2 PHASE 6 - OBJECTION PERIOD

Candidates who do not agree with the Selection Decision and wish to object to it must lodge civil proceedings to this end with the civil court in The Hague within twenty (20) calendar days after the date of the Selection Decision, 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 favourable decision by the Interim Injunction Judge of the Court.

If a proper writ of summons is not issued within this period of twenty (20) 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.

After assessing the Requests for Participation, the Contracting Authority will notify all Candidates in writing by means of the Selection Decision, informing which Candidates the Contracting Authority intends to allow to the Award Phase and the relevant reasons for the Selection Decision.

This communication containing the Selection Decision does not yet entitle the selected Candidates to be sent the Award Guide, as the non-selected Candidates may challenge the decision.

Any requests for a further (verbal) explanation of the Selection Decision shall not suspend this period.

If an unsuccessful (rejected) Candidate fails to issue a preliminary writ of summons, or does so untimely or improperly, it shall be deemed to have expressly waived its right to have the lawfulness of the Selection Decision or the Selection Procedure conducted reviewed by the court, and its claim shall be inadmissible if it still pursues a legal remedy.

6.3 PROCEDURE OF VERIFICATION

Prior to awarding the Agreement, the Contracting Authority shall conduct a verification interview with the Contractor(s) 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(s) 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(s) has/have 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 his 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, to determine which of these suitable Contractors will be awarded (part of) the Contract, 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 and after a positive result on the KYS-check, the Contracting Authority will proceed with the Final Award. The Contracting Authority will send a Final Award letter to the successful Contractor(s).

6.5 WAITING ROOM AGREEMENT

After the Final Award, the Contractors did not award the Agreement will be placed in the "waiting room". 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

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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