

Tender guide

Gelephu Flood Protection Project

**Consultancy Services for the Detailed
Project Design, Supervision Training,
and Sediment Management Plan for the
Flood Protection Project in Gelephu
Town – Bhutan – DRI22BH01**

European Tender Procedure

Reference number: A03.003.2023

Date of publication: 6 March 2023

CONTENTS

DEFINITIONS	5
1. INTRODUCTION	8
1.1 Invest International.....	8
1.2 CAUSE.....	10
1.3 DESCRIPTION OF ASSIGNMENT.....	10
1.4 OBJECTIVE AND Desired results	11
1.5 Revision clause	11
1.6 Lots	12
1.7 The agreement/contract.....	12
1.8 Monitoring the agreement/contract.....	12
2. SOCIALLY RESPONSIBLE PROCUREMENT	13
3. TENDER PROCEDURE	14
3.1 Executing the Tender Procedure	14
3.2 Tender platform	14
3.3 E-recognition	14
3.4 Time Schedule	14
3.5 Communication	15
3.6 Questions in response to the tender instructions	15
3.7 Memorandum of information	15
3.8 Ranking in case of inconsistencies	16
3.9 Complaints.....	16
3.10 Method of submitting the PROPOSAL	16
3.10.1 DOCUMENTS TO BE SUBMITTED	16
3.10.2 CLOSING DATE FOR SUBMITTING PROPOSALS	17
3.11 Documents of evidence	17
3.12 European single procurement document (ESPD)	17
4. TENDER REQUIREMENTS	19
4.1 European single procurement document (ESPD)	19
4.2 (SUB)CONTRACTING AND CONSORTIUM	19
4.3 REGISTER ONCE	19
4.4 Signature on PROPOSAL	20
4.5 Waiting room instruction	20
4.6 Brand names	20

4.7 Reservations	20
4.8 CONFIDENTIAL COPYRIGHT AND CONFIDENTIALITY OF the CONTRACTING AUTHORITY	21
4.9 ACTING WITH INSIDE information AND OR CONFLICTS OF INTEREST	21
4.10 Contradictions	21
4.11 General terms and conditions	22
4.12 Proposal regulations	22
4.13 Submitted documents	23
5. ASSESSMENT PROCEDURE	24
5.1 Phase 1 – VERIFICATION OF COMPLETENESS, VALIDITY AND FORMAl REQUIREMENTS.....	24
5.2 PHASE 2 – GROUNDS FOR EXCLUSION AND SUITABILITY REQUIREMENTS	24
5.3 PHASE 3 – CHECK PROGRAM OF REQUIREMENTS	24
5.4 PHASE 4 – EVALUATION OF THE AWARD CRITERION 'BEST VALUE FOR MONEY'.....	24
5.4.1 SUB AWARD CRITERION A 'TECHNICAL PROPOSAL'	26
5.4.2 SUB AWARD CRITERION B 'WORKPLAN PROJECT MANAGEMENT'	26
5.4.3 SUB AWARD CRITERION C 'RELEVANT EXPERIENCE'	26
5.4.4 SUB AWARD CRITERION D 'RELEVANT KNOWLEDGE'	26
5.5 'price'	27
5.6 Method of assessment.....	28
5.7 HOW IS THE WINNING BIDDER DETERMINED?	28
6. AWARD PROCESS	29
6.1 PHASE 5 - AWARD DECISION	29
6.2 PHASE 6 - OBJECTION PERIOD	29
6.3 Procedure of verification	30
6.4 PHASE 7 - FINAL AWARD.....	30
6.5 Waiting room agreement	30
6.6 Signing the agreement/contract	30

Appendices

1. European Single Procurement Document (ESPD)
2. Suitability Requirements part IV ESPD
- 3a. Format reference (1)
- 3b. Format reference (2)
- 3c. Format reference (3)
- 3d. Format reference (4)
4. Holding Statement
5. Program of Requirements
6. ARVODI 2018
7. Terms of Reference (ToR)
8. Pricesheet
9. Concept agreement
10. Concept Waiting Room Agreement
11. Non-Disclosure Agreement
12. Complaints procedure
13. KYS requirements
14. Format for C.V. summary
15. Sustainability Code of Conduct
- 15a. Self assessment Form Sustainability Code of Conduct

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	
Call off agreement	A written Agreement between one or more Contracting Authorities and one or more Contractors for the purpose of establishing, for a specified period, the terms and conditions regarding Assignments to be awarded.
Competent Authority	The government agency or department in the beneficiary country recipient of the studies but not necessarily acting as party for the procurement of the D2B studies and the contractual counterpart to the Consultant (unless procured directly by IIPP).
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)	In this document all Tenderers / Consultants are referred to as Contractor (read: potential Contractor / Consultant). After contracting the party who will implement the contract is the Contractor(s).
D	
D2B Programme	Develop2Build, a development program of the Ministry of Foreign Affairs of the Netherlands executed by IIPP on behalf of the MoFA to fund studies and consultancy necessary for Project preparation prior to procurement of works.
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).
DRIVE TA	Development Related Infrastructure Investment Vehicle Technical Assistance – is a grant funding programme aimed to support the execution of DRIVE infrastructure projects, particularly in meeting DRIVE requirements, risk mitigation of projects, and in increasing the impact of projects.

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.
ESHS	Environment, Social, Health and Safety
ESIA	Environmental and Social Impact Assessment
ESMP	Environmental and Social Management Plan
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.
Framework Agreement	A written agreement between one or more Contracting Authorities and one or more Contractors for the purpose of awarding a stream of future contracts. You agree on several conditions for the duration of the agreement (such as price, quality, quantity and delivery time) under which the contracts (call off agreements) will be awarded.
Funding	Source of inflow consumed in a Project to offset its costs, such as revenue or government contributions in grants and subsidies. Funding does not need to be repaid overtime.
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	
IESG	Impact, Environmental and Social Governance
IFC-PS	International Finance Corporation Performance Standards
IIPP	Invest International Public Programmes B.V., a division of Invest International in charge of managing and deploying the D2B program of the MoFA.
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.
IPFAD	Infrastructure Planning and Flood Adaptation Division of MoIT
M	
Main contractor	A Contractor who bids together with Subcontractor(s) and is jointly and severally responsible for the performance of the Contract.
M&E	Monitoring and Evaluation
Memorandum of Information	Supplement to the previously published Tender Documents, which forms an inseparable part of the Tender File.
MENR	(Department of Forest of) Ministry of Environment and Natural Resources
MoF	Ministry of Finance of the Kingdom of Bhutan
MoFA	Ministry of Foreign Affairs of the Kingdom of the Netherlands
MoIT	Ministry of Infrastructure and Transport of Bhutan
N	
NCEA	Netherlands Commission on Environmental Assessment
O	
OMU	Operations and Maintenance Unit
P	
PMU	Project Management Unit
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.
PSC	Project Steering Committee

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, 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 'Consultancy Services for the Detailed Project Design, Supervision Training, and Sediment Management Plan for the Flood Protection Project in Gelephu Town – Bhutan – DRI22BH01'. 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.

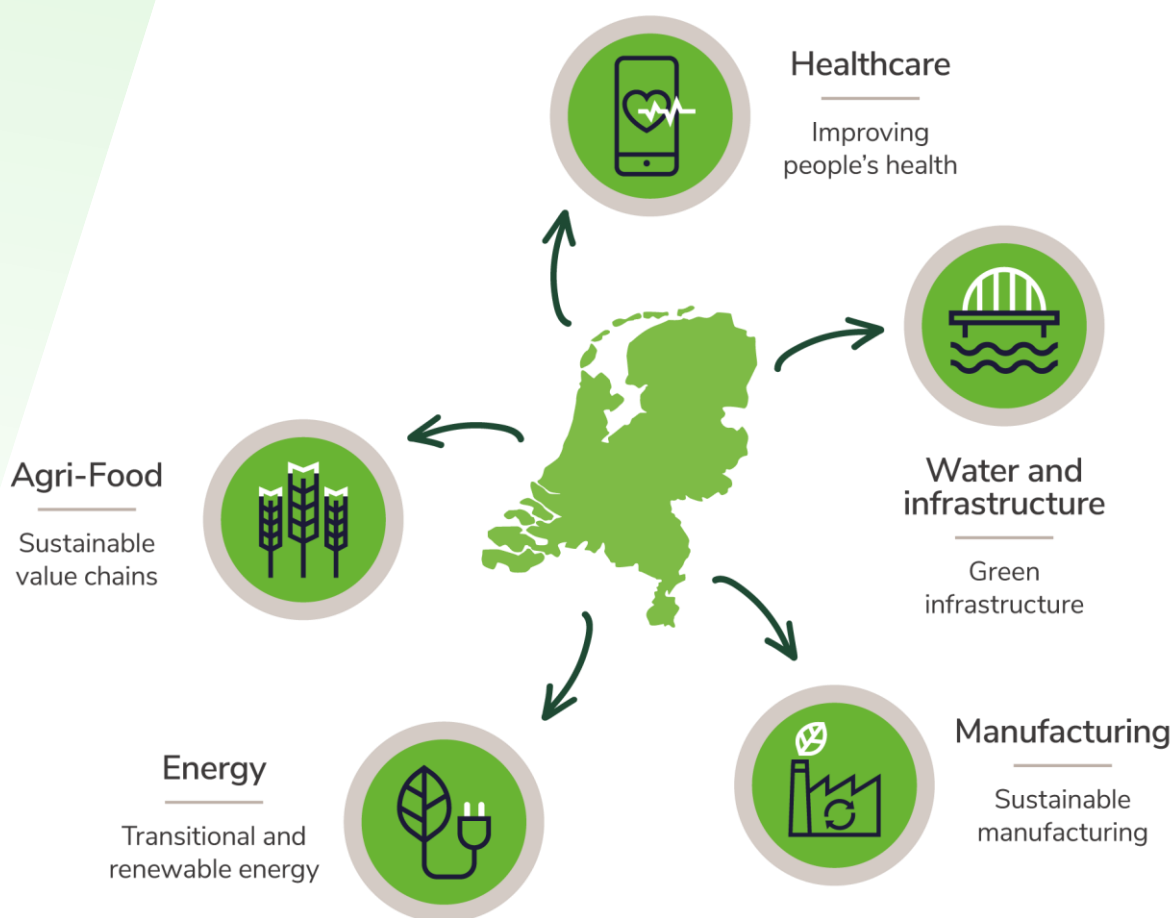
The 'holding' Invest International B.V. includes three subsidiaries:

- 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 Kingdom of Bhutan represented by the Ministry of Finance (MoF) has received a DRIVE Grant from Invest International on behalf of the Ministry of Foreign Affairs of the Kingdom of the Netherlands (MoFA) to enhance the flood resiliency of the Gelephu Thromde town, Bhutan.

On behalf of the MoF, the Ministry of Infrastructure and Transport of Bhutan (MoIT) has been assigned the responsibility of Competent Authority to implement the projects via its Infrastructure Planning and Flood Adaptation Division (IPFAD).

The procuring and Contracting Authority of this consultancy service is Invest International Public Programmes B.V. (IIPP) on behalf of the Competent Authority.

1.3 DESCRIPTION OF ASSIGNMENT

This consultancy Assignment has three main components:

- 1) The check and update of the Detailed Design and ESIAESMP of the technical interventions recommended in the Feasibility Study Phase of the Project and procurement support.

Tasks:

- a) Check and update the Detailed Design
- b) Check and update the ESIA and ESMP
- c) Procurement Support

Deliverables:

- I) Inception report
- II) Final detailed design report
- III) Final ESIA & ESMP Report
- IV) Bidding documents

- 2) The delivery of Capacity Building activities for effective supervision and operations and maintenance of the Project, including field visits during the construction period.

Tasks:

- a) Technical Assistance for ESMP Supervision
- b) Technical Assistance for Technical Supervision

Deliverables:

- I) Capacity building activities
 - a. Plan for a detailed activity implementation
 - b. Completion report
- II) Field Inspections at the Construction sites
 - a. Semi-annual DRIVE progress report
 - b. Field visit report

- 3) The development of a Sediment Management Plan to ensure the integrity and proper functioning of the flood and erosion protection interventions in Gelephu in the long run. An overview of the anticipated scope of the three components are summarized below.

Tasks:

- a) Develop a full Sediment Management Plan
- b) Conduct Capacity Building Activities for O&M

Deliverables:

- I) Sediment Management Plan
- II) Capacity building activities
 - a. A Plan for a detailed activity implementation
 - b. Completion report

More information about the components, tasks, deliveries, and timeframe is to be found in the ToR (Appendix 7).

1.4 OBJECTIVE AND DESIRED RESULTS

The overall objective of this consultancy Assignment is to support the successful implementation and sustainable operations of the proposed flood protection interventions in Gelephu by providing technical assistance to the implementing authorities in Bhutan on the Project's detailed design, capacity development on technical and Environmental, Social, Health and Safety (ESH) supervision, as well as sediment management plan of the Project.

Results to be achieved by the Contractor

The Contractor shall be responsible for the following results:

- Timely delivery of Detailed Design, ESMP and input for procurement documentation.
- Provision of intermittent support during procurement of the works contract to ensure that the process is timely and fully complies with the DRIVE rules. This includes the effective and efficient review and evaluation of bid proposals in terms of compliance with technical and ESHS requirements, support in contract negotiations as needed, and assistance to the winning bidder in the DRIVE application procedure in the form of checking the documents and providing advice.
- Delivery of capacity building activities for the PMU staff on supervision as per the ESMP (with focus on quality, health, environment, and safety standards), field visits and regular offline/online check-ins with PMU to monitor and provide guidance on supervision.
- Timely delivery of Sediment Management Plan for post-construction that the OMU can update and use as basis for the operations and maintenance of the Project.
- Provision of capacity building activities and setting up of a learning framework for the OMU staff to ensure effective operations and maintenance of the Project.

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.

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.

1.6 LOTS

This Assignment is not divided into lots and will therefore be marketed as a whole, due to the size of the Assignment.

1.7 THE AGREEMENT/CONTRACT

The Contracting Authority wishes to conclude a Framework Agreement on behalf of Invest International public Programmes with a maximum of one (1) Contractor. The Framework Agreement has an initial term of three (3) years, with the optional possibility of extending the Framework Agreement two (2) times by one (1) year. The Framework Agreement therefore has a maximum term of five (5) years. The commencement date of the Framework Agreement is currently 1 June 2023.

1.8 MONITORING THE AGREEMENT/CONTRACT

During the execution 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 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	6 March 2023
First closing date for submitting questions	21 March 2023
Target date for the issuance of the Memorandum of Information	28 March 2023
Closing date for submitting Proposals	18 April 2023, 12.00 hours
Send Award Decision	3 May 2023
Verification meeting	Week 20 2023
Expiry of objection term	24 May 2023
Send Final Award	24 May 2023
Start 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 regarding 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. 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 Contractor

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 12) 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
2. Format reference (1) (Appendix 3a)
3. Format reference (2) (Appendix 3b)
4. Format reference (3) (Appendix 3c)
5. Format reference (4) (Appendix 3d)
6. Self assessment Form Sustainability Code of Conduct (Appendix 15a)
7. Holding Statement (Appendix 4)
8. Extract from the trade register of the Chamber of Commerce
9. Technical proposal (5.4.1)
10. Workplan Project Management (5.4.2)
11. Relevant experience: (5.4.3)
12. Relevant knowledge: explanation/presentation of the team and C.V.'s (5.4.4) (Appendix 14)

13. Priceshet (Appendix 8)

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 13)
- Formats Reference (Appendices 3a, 3b,3c,3d), signed by the refererees
- Copy Certificate ISO 9001: 2015 or comparable
- Copy Certificate ISO 27001:2013 or comparable
- Sustainability or ESG Policy
- Non Disclosure Agreement (NDA) (Appendix 11)

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.

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.

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 Sub-Contractor(s) in his Tender, he will be bound, upon award, to engage in cooperation with the mentioned Sub-Contractor(s) in accordance with the provisions of the Tender. As the main Contractor, he bears full responsibility for the activities of his Sub-Contractor(s). He will be in charge of communication on behalf of and to the Sub-Contractor(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 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 referred to above and that it will be able to take over the performance of the Assignment in full within a period of twelve months of written notification from the Contracting Authority until 1 May 2027.

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	300 points	5.4.1
2.	Workplan Project Management	100 points	5.4.2
3.	Relevant experience	400 points	5.4.3
4.	Relevant knowledge	200 points	5.4.4
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 4.

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, objectives, results, and deliverables as described in the tender documents (including appendices). 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, objectives, results and deliverables as described in the tender documents (including appendices). 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, objectives, results, and deliverables as described in the tender documents (including appendices). 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, objectives, results and deliverables as described in the tender documents (including appendices). 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:

- The methodology to implement the components, tasks and activities as described in the ToR (Appendix 7).
- How you organize the core components and tasks individually as well as integrated.
- The overall approach of the Assignment including the capacity to be deployed.

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 'WORKPLAN PROJECT MANAGEMENT'

Contractor describes in a workplan:

- The coordination and communication with the local stakeholders involved and with the Contracting Authority.
- How you manage multiple tasks to be executed in parallel in the same time frame.
- How do you ensure that the available- budget and capacity is distributed in an appropriate manner so that all components, tasks, and activities can be carried out correctly, with the right attention considering the local needs for delivering the project results? How do you plan, act, monitor and adjust this, if necessary?
- Backstopping.
- The envisioned quality control and quality assurance process.

The 'Workplan Project Management' 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 EXPERIENCE'

The Contractor describes in breadth and depth, based on the references submitted, its expertise regarding 'Consultancy services for detailed project design, supervision training, and sediment management plan for the flood protection, 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 the extent to which there is:

1. Detailed Project Engineering Design for the type of measures as described in the ToR (Appendix 7).
2. Supervision of Works including ESHS for the type of measures as described in the ToR (Appendix 7).
3. Developing a Sediment Management Plan or equivalent'.
4. Technical assistance and training for the supervision and operations and maintenance of civil works for the type of measures as described in the ToR (Appendix 7).

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.

5.4.4 SUB AWARD CRITERION D 'RELEVANT KNOWLEDGE'

The Contractor provides an explanation/presentation of the core team (team leader and 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 of the Team leader and the key experts (using Appendix 14 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 the Team leader and the key experts and a list of the 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 Bhutan.
- 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 team leader and key 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 (team leader and 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 as a team as well as individually to give the Contracting Authority confidence that the Contractor can successfully carry out this Assignment. The composition of the core team is assessed in its entirety, taking into account the following principles:

- Excellent experience: = >10 years
- Very well experienced: =>7 years
- Well experienced: =>5 years
- Sufficient experienced: =>3 years

Any references to other media will not be assessed.

5.5 'PRICE'

Price is not an award criterion as the price of € 400,000 is a fixed component. Therefore, the tender procedure is 100% quality based. This means that the Contractor who proposes the highest quality for the fixed price will be the winner of this Tender.

However, the Contracting Authority wishes to receive the specification in detail from the fixed price component of € 400,000. Therefore, Contractor is requested to fill in Appendix 8 which includes an overview of the prices and rates applicable for this Assignment. The Contractor presents:

- the number of working hours per expert per component (technical hours, rates, tab 3). Per component the Contractor does specify the tasks/activities per expert (if necessary extra lines can be added);
- the additional costs (tab 2);
- the 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.

Instructions for filling in the Appendix 8, '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 (Appendix 8) is not permitted and can lead to exclusion of the further Tender Procedure.

VAT

The 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 price of the Proposal shall include VAT established outside the EU or EEA (European Economic Area).

The 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 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.

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 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.

The Contractor with the highest number of points has offered the best quality ratio for the available budget 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 'Relevant experience' (5.4.3) will be ranked as the highest of those equally ended Proposals. If the score for the Award Criterion 'Relevant experience' (5.4.3) of these Proposals is also equal, the score for the Award Criterion 'Technical proposal' (5.4.1) 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 based on which the relevant Contractor 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

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, 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 second (2nd) Contractor 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.

Invest International
Malietoren | Bezuidenhoutseweg 12
2594 AV The Hague
The Netherlands

procurement@investinternational.nl

+31(0)631675906

investinternational.nl