

Studies for the Expansion of the College of Medicine and Health Sciences, Rwanda

Tender guide

European Tender Procedure

Reference number : A1.001.2023

Date of publication: 27 February 2023

CONTENTS

DEFINITIONS	5
1. INTRODUCTION	7
1.1 Invest International.....	7
1.2 CAUSE	9
1.3 DESCRIPTION OF ASSIGNMENT.....	9
1.4 Revision clause.....	10
1.5 Lots.....	10
1.6 The agreement/contract	10
1.7 Monitoring the agreement/contract.....	11
2. SOCIALLY RESPONSIBLE PROCUREMENT	12
3. TENDER PROCEDURE	13
3.1 Executing the Tender Procedure	13
3.2 Tender platform	13
3.3 E-recognition.....	13
3.4 Time schedule.....	13
3.5 Communication.....	14
3.6 Questions in response to the tender instructions	14
3.7 Memorandum of information.....	14
3.8 Ranking in case of inconsistencies	15
3.9 Complaints.....	15
3.10 Method of submitting the PROPOSAL	15
3.10.1 DOCUMENTS TO BE SUBMITTED	15
3.10.2 CLOSING DATE FOR SUBMITTING PROPOSALS	16
3.11 Documents of evidence	16
3.12 European single procurement document (ESPD)	16
4. TENDER REQUIREMENTS	18
4.1 European single procurement document (ESPD)	18
4.2 (SUB)CONTRACTING AND CONSORTIUM	18
4.3 REGISTER ONCE	18
4.4 Signature on PROPOSAL.....	19
4.5 Brand names	19
4.6 Reservations	19
4.7 Confidential copyright and confidentiality of the contracting authority.....	19

4.8 Acting with inside information and or conflicts of interest	20
4.9 Contradictions.....	20
4.10 General terms and conditions.....	20
4.11 Proposal regulations.....	20
4.12 Submitted documents	21
5. ASSESSMENT PROCEDURE	22
5.1 phase 1 - Verification of completeness, validity and formal requirements	22
5.2 phase 2 - Vrounds for exclusion and suitability requirements.....	22
5.3 phase 3 - Check program of requirements.....	22
5.4 phase 4 - Evaluation of the award criterion 'best value for money'.....	22
5.4.1 SUB AWARD CRITERION A: TECHNICAL PROPOSAL	24
5.4.2 SUB AWARD CRITERION B: COMMUNICATION (INCLUDING REPORTING) AND STAKEHOLDERS' COORDINATION	24
5.4.3 SUB AWARD CRITERION C: RELEVANT KNOWLEDGE AND EXPERIENCE	25
5.4.4 SUB AWARD CRITERION D: QUALITY OF THE PRICE	25
5.5 Award Criterion 'price'	26
5.6 Method of assessment	27
5.7 How is the winning bidder determined?	27
6. AWARD PROCESS.....	28
6.1 Phase 5 - award decision	28
6.2 Phase 6 - objection period	28
6.3 Procedure of verification	29
6.4 Phase 7 - final award	29
6.6 Signing the agreement/contract	29

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)
4. Terms of Reference (ToR)
5. Program of Requirements
6. ESIA requirements
7. Price sheet
8. Format summary CV's

9. Concept agreement
10. ARVODI 2018
11. Holding Statement
12. Complaints procedure
13. KYS requirements
14. Sustainability Code of Conduct
- 14a. 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 on the basis of which the Contract will be awarded. There is one main Criterion, namely the "most economically advantageous Proposal". Within this Criterion, the legislator distinguishes the following three separate Award Criteria: (a) best value for money, (b) lowest cost calculated on the basis of cost-effectiveness and (c) lowest price (Section 2.114 AW).
Award Decision	The Contracting Authority's choice of the Contractor to whom it intends to award the Contract to which the procedure relates, which shall include the choice not to award a Contract.
C	
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	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.
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 that results in exclusion of the Contractor from participating in the Tendering Process.
I	
Intention to Award	Notice to the winning Contractor to whom the Contracting Authority intends to award the Contract. This does not yet entitle the winning Contractor to Final Award of the Contract, as the notice does not constitute an acceptance of the Proposal. Therefore, there is no Contract yet.
M	
Main contractor	A Contractor who bids together with Subcontractor(s) and is jointly and severally responsible for the performance of the Contract.
Memorandum of Information	Supplement to the previously published Tender Documents, which forms an inseparable part of the Tender File.
P	
Price sheet	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 'Studies for the Expansion of the College of Medicine and Health Sciences for the University of Rwanda'. The Award Criterion of best price/quality ratio will be applied. These Tender Guidelines describe the Tender Procedure to be followed.

1.1 INVEST INTERNATIONAL

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

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

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

For governments in developing countries Invest International makes 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.

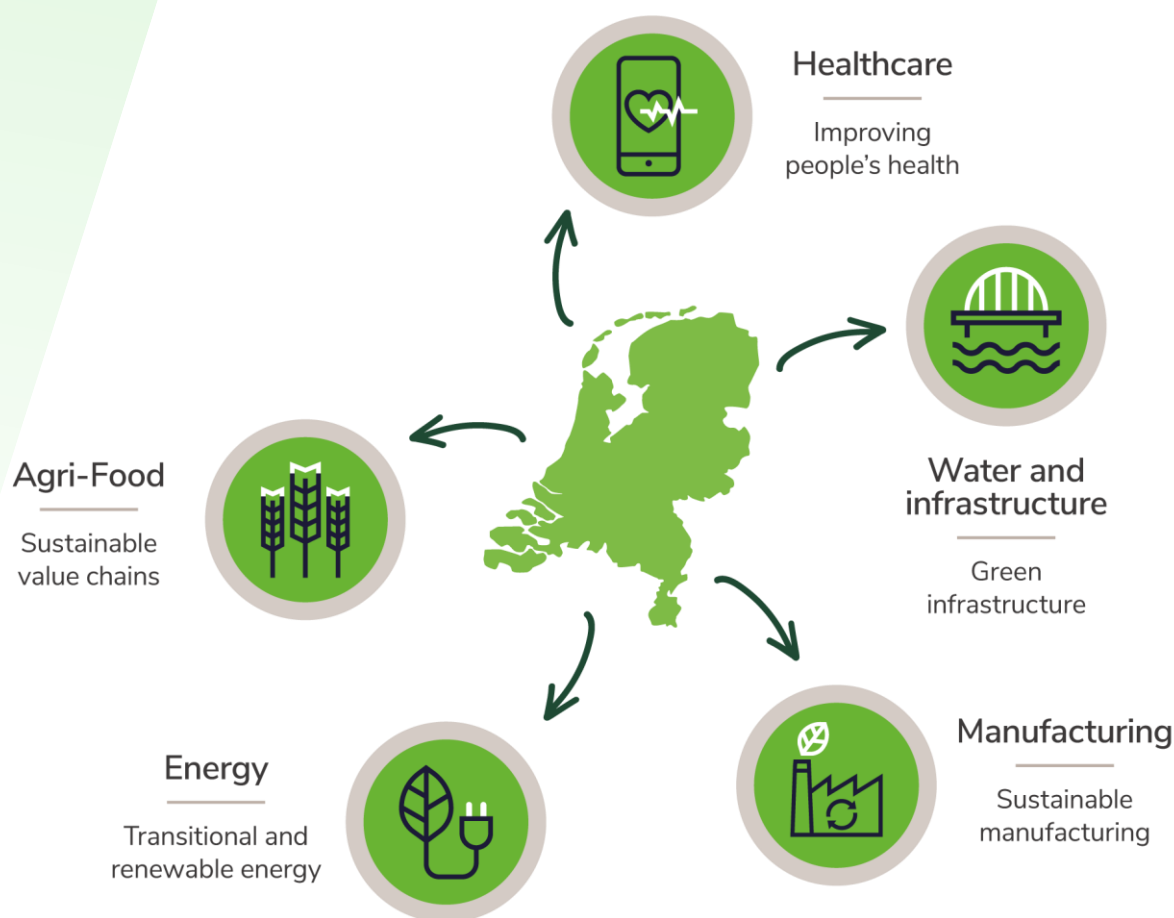
The 'holding' Invest International B.V. includes three subsidiaries:

- 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 Dutch solutions for global challenges

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



Our impact and ESG commitments

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

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

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

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

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

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

1.2 CAUSE

This document contains information on the European tender for the Develop2Build project (D2B21RW01) "Studies for the Expansion of the College of Medicine and Health Sciences". Develop2Build (D2B) is a program executed by Invest International on behalf of the Dutch Ministry of Foreign Affairs. D2B provides direct support to government authorities in Dutch partner countries to convert promising public infrastructure ideas into viable, high-impact projects. The support under D2B is provided in the form of a grant to conduct studies that must be completed before an infrastructural project can be tendered. The College of Medicine and Health Sciences (CMHS) and the Rwandan Ministry of Health (MoH) of the Republic of Rwanda wishes to cooperate with Invest International Public Programmes B.V. with the aim to Expand the College of Medicine and Health Sciences in Rwanda through the D2B program.

1.3 DESCRIPTION OF ASSIGNMENT

1.3.1 Terms of Reference

The Contractor is invited to get thoroughly acquainted with this Tender document and all the Appendices in preparation of its Proposal. The Terms of Reference (ToR) in Appendix 4 to this document, provides an essential source of information that informs the Contractor of what is expected to be delivered.

1.3.2 Scope

The Assignment is set-up in five phases (Phase 0 – 4). Each phase consists of specific tasks and deliverables, which are presented in the table below and written out in chapter 3 of the ToR in Appendix 4. At the end of phase II and phase III the Contractor will have meetings with the Project Steering Committee (SC) and the Contracting Authority to discuss and get approval of deliverables. After that, the Contracting Authority will be requested for a go/no go decision in consultation with the SC before moving into the next phase. More detailed information on the project organisation can be found in the ToR (Appendix 4).

The purpose of the Assignment is to provide the University of Rwanda and the Ministry of Health of Rwanda with a comprehensive analysis and intervention plan to support the overall objective of this project, which this Assignment is a component of: To address the shortage of health workers by expanding the College of Medicine and Health Sciences (CMHS) at the University of Rwanda, the only public university in the country, and consequently increasing its current enrolment rates. The specific objective of the assignment is to prepare all the required documents in order to be able to tender for the implementation of the selected solution to expand the CMHS at the University of Rwanda. This includes amongst others a diagnostic and baseline assessment, the pre-feasibility study, the feasibility study including ESIA and Preliminary Designs, and the procurements documents and DRIVE Intake. The Assignment shall determine the feasibility of the proposed project. On the basis of the feasibility study a decision can be taken on the scope and scale of the project. This will be the basis for contracting an infrastructural investment project which will help implement the plan to support the expansion.

Phase	Activities
Phase 0	• D1: Inception Report
Phase I Diagnostic and Baseline Assessment	• D2: Theory of Change • D3: Baseline Study • D4: Environmental and Social Screening report
Phase II Pre-Feasibility	• D5: Final report on the proposed project alternatives summarizing their feasibility based on the executed studies, including a final ranking • D6: Environmental and Social Scoping Report including a Terms of Reference for the Focused Environmental and Social Assessment

Phase	Activities
Go/No Go decision by Invest International Public Programmes B.V. (after consultation of the SC), prior to start of Phase III.	
Phase III Feasibility study/phase	• D7: Detailed project implementation plan • D8: Functional plan and preliminary designs for infrastructure and assets components • D9: Preliminary Human Resource Plan
	• D10: Financial viability appraisal and Economic appraisal (SCBA, including supporting spreadsheet models • D11: Preliminary BoQs for equipment, installations, and maintenance • D12: Focused Environmental and Social Assessment • D13: Environmental Social Management Plan (ESMP) • D14: Impact calculation of SDG 8 and SDG 13 • D15: Procurement Plan
Go/No Go decision by Invest International Public Programmes B.V. (after consultation of the SC), prior to start of Phase IV.	
Phase IV Procurement documents and DRIVE intake	• D16: Procurement documents • D17: M&E Plan • D18: Intake Form DRIVE • D19: TOR Supervisor

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.

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

1.5 LOTS

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

1.6 THE AGREEMENT/CONTRACT

The Contracting Authority wishes to conclude an Agreement on behalf of the Invest International Public Programs B.V. with one Contractor. The Agreement has an initial term of **9 (?) months**, with the optional extension of 2 times 6 months. The Agreement therefore has a maximum term of **19 (?) months**. The commencement date of the Agreement is currently 1 June 2023.

1.7 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. In order to monitor these contractual agreements and to assess performance, a monitoring tool can be used. This tool can be compared to a traffic light report, a dashboard or something similar.

2. SOCIALLY RESPONSIBLE PROCUREMENT

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

The 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.

In order to achieve the objectives set out in this chapter, more is required than simply applying sustainability criteria in the tendering process. It is also about the choices in the primary processes that are translated into the services to be purchased.

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 on the basis of the Dutch Public Procurement Act 2012. The Public procedure will be followed.

3.2 TENDER PLATFORM

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

3.3 E-RECOGNITION

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

3.4 TIME SCHEDULE

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

Process steps	Date
Publishing of Tender Documents	27 February 2023
First closing date for submitting questions	15 March 2023, 10:00 am
Target date for the issuance of the Memorandum of Information	21 March 2023
Closing date for submitting Proposals	11 April 2023, 10:00 am
Send Award Decision	1 May 2023
Verification meeting	Week 19 or 20
Expiry of objection term	22 May 2023
Send Final Award	23 May 2023
Contracting	Week 22
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	Ilona van der Kaaij
Second contact person	Angela van der Sluijs
Department	Procurement
Telephone number	+31 (0)6 – 2530 5011
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, with the exception of individual questions.

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

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

3.8 RANKING IN CASE OF INCONSISTENCIES

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

- a. Agreement
- b. Verification Report
- c. Memorandum of Information
- d. Tender Documents with all Appendices
- e. General terms and conditions of purchase (ARVODI 2018)
- f. 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 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 (a number of) documents. It is important that all requirements and Award Criteria are answered in the manner requested, either in the form of a document or by clicking on the correct answer. If an answer or document is missing, the Proposal is incomplete and may be rejected on that basis. Any information not requested but submitted will not be taken into account by the Assessment Committee.

3.10.1 DOCUMENTS TO BE SUBMITTED

The Contractor must submit the following documents with his Proposal:

1. European Single Procurement Document (ESPD), signed by an authorised person (Appendix 1)
2. Format reference (1) (Appendix 3a)
3. Format reference (2) (Appendix 3b)
4. Format reference (3) (Appendix 3c)
5. Self assessment Form Sustainability Code of Conduct (Appendix 14a)
6. Holding Statement (Appendix 11)
7. Extract from the trade register of the Chamber of Commerce
8. Technical proposal (5.4.1)
9. Communication (including reporting) and stakeholders' coordination (5.4.2)
10. Relevant knowledge and experience (5.4.3)

11. Price sheet (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 lies with the Contractor at all times.

After the expiry of the deadline for submitting Proposals, these will be opened on the Tendering Platform. This opening is 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, as written out in the Suitability requirements (appendix 2):

- 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.
- Copy Liability Insurance Policy.
- Signed KYS Format (Appendix 13).
- Formats Reference (Appendices 3a, 3b and 3c) signed by the referent (client).
- Copy Certificate ISO 9001: 2015 or comparable.
- Copy Certificate ISO 27001: 2013 or comparable.
- Sustainability or ESG Policy.

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

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

4.3 REGISTER ONCE

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 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.

4.6 RESERVATIONS

- a. The requirements and Award Criteria in these Tender Guidelines are based on the current and future situation at the Contracting Authority known at this time. Contractors cannot derive any rights from the numbers, solutions or specifications stated in this document, nor can they derive any rights from the time schedule as stated on the Tendering Platform. These serve only as an indication of the services and as a basis for comparison between various Contractors.
- b. The solutions requested in this document are based on the technology known and available at the time of writing. Developments in technology or in the market can be a reason for the Contracting Authority to demand from the Contractor that at the moment of delivery of the performance the then current standards and performances are met.
- c. The Contracting Authority reserves the right to halt the Tendering Procedure temporarily or permanently.
- d. The Contracting Authority reserves the right at all times not to award the Contract to the Contractor who intends to sell its business prior to completion of the Agreement. The Contractor must notify the Contracting Authority of any intention to sell its business when submitting the Tender, on pain of a penalty. The Contracting Authority also retains the right to terminate the Agreement in the event of a drastic change in the control over the Contractor's company which means that the Contracting Authority cannot reasonably be expected to maintain the Agreement.
- e. 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.

4.7 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.

4.8 ACTING WITH INSIDE INFORMATION AND OR CONFLICTS OF INTEREST

A Contractor may only 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.

4.9 CONTRADICTIONS

This Tender 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 these 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.

4.10 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.

4.11 PROPOSAL REGULATIONS

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

- a. The all-in rates used are in euros (€), excluding VAT. Contractor shall state the applicable VAT rates.
- b. Submitting an unrealistic or manipulative tender leads to exclusion. Exclusion concerns the submission of unrealistic or manipulative tenders on parts of the price form. This results in the following: Contractors may not submit prices that manipulate the award system. Contractors must offer a price that is realistic in itself. The following prices are suspected to be unrealistic:
 - Negative prices;

- Prices of 0 euro;
- Prices below cost price;
- Abnormally low prices.

This also applies to individual elements.

- c. If the Contracting Authority suspects an abnormally low registration fee, the Contractor shall, at the Contracting Authority's request, submit an open and detailed justification of its registration fee in relation to the Agreement. The Contracting Authority will then use this justification to investigate whether an abnormally low subscription rate is involved and decide whether or not to reject the Contractor on the basis of this investigation.
- d. The Proposal and 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. As long as no agreement has been reached and a written Agreement signed by both parties has not been drawn up, the Contracting Authority is not bound in any way whatsoever and there is no obligation to compensate for any damage or costs whatsoever.
- h. Contractor agrees that the Contracting Authority reserves the right to ask to provide official proof at a later stage. If these proofs do not correspond with the statements in the Proposal, the Contractor will be excluded from the award without being entitled to compensation of any cost whatsoever.
- i. The Proposal has been submitted in accordance with the instructions included in Section 3.10 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 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.
- l. The Contractor agrees to extend the period of validity of its Proposal, in the event that summary proceedings are instituted, to a minimum of four weeks after the date of the judgment in the summary proceedings.
- m. All details submitted by the Contractor have been filled in truthfully and can be deemed to be true. The Contracting Authority reserves the right to compensation if incorrect and/or incomplete information has been submitted by the Contractor and/or what has been offered by the Contractor is not fulfilled.

4.12 SUBMITTED DOCUMENTS

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

5. ASSESSMENT PROCEDURE

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

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

Phase 2: Grounds for Exclusion and Suitability Requirements;

Phase 3: Assessment 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 results in exclusion from the further Tendering Procedure.

5.2 PHASE 2 – GROUNDS FOR EXCLUSION AND SUITABILITY REQUIREMENTS

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

5.3 PHASE 3 – CHECK PROGRAM OF REQUIREMENTS

This phase assesses whether the Contractor unconditionally meets all the minimum requirements. 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 on the basis of these Award Criteria.

No.	Award Criteria	Max. number of points to be gained	Further explained in paragraph
1.	Technical proposal	400	5.4.1
2.	Communication (including reporting) and Stakeholders' Coordination	100	5.4.2
3.	Relevant Knowledge and experience	300	5.4.3
4.	Quality of the Price	50	5.4.4
5.	Price	150	5.5
Total		1,000	

Best value for money:

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 elements requested elements as described in the ToR and this Tender document. The method of fulfilment has been excellently demonstrated in the Proposal. It is distinctive, innovative and offers considerable added value to the Contracting Authority.	100%
Good	In the Assessors' opinion, the Contractor has provided a good substantively relevant, concrete and applicable response to all requested elements elements as described in the ToR and this Tender document. 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 requested elements in the Proposal elements as described in the ToR and this Tender document. 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 in the Proposal as described in the ToR and this Tender document. 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

The Contractor describes the understanding of the problem and how he proposes to execute the activities to successfully deliver the Assignment. The Contractor describes the approach of this Assignment, aimed at full execution of the required tasks and deliverables as presented in this tender document and the appendices. The Contractor also gives a description on why certain choices are made. At least the following elements will be part of this description:

- The understanding of the problem;
- The general approach, methodology and techniques to ensure successful execution of the Assignment.
- The role or level of ownership that the Contractor fulfils, with its own insights and ideas;
- The identification and validation of key activities under the assignment and how to engage with Stakeholders to validate output and deliverables;
- As part of the project management approach, a description and time schedule (Gantt chart or similar) of the activities to be carried out and/or products to be delivered, taken into consideration amongst others a coordination plan, backstopping and quality control measures. Activities are expected to be planned and fully executed within the contract period of 9 months from the date of signature of the contract.
- A study of risks, mitigation measures and opportunities;
- Comments and Observations on the Terms of Reference.

The submitted answer will be assessed as follows:

- Quality of description of the proposed approach:
 - how the Contractor comprehends the assignment;
 - how the approach fulfils the objectives and tasks of the assignment;
 - the proposed time schedule for carrying out this assignment.
- The Contractor is encouraged to describe the expected results using examples based on their own experiences in similar projects and approaches.

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

5.4.2 SUB AWARD CRITERION B: COMMUNICATION (INCLUDING REPORTING) AND STAKEHOLDERS' COORDINATION

The Contractor describes how the Contractor will manage the execution of the Assignment and ensure consistent communication and dissemination. At least the following elements will be part of this description:

- The communication process, focal point and ownership;
- How the Contractor proposes to manage dissemination and communication (team structure, responsibilities, frequency of interactions, progress updates etc.).
- How the process of knowledge is embedded, shared and built-in during the execution of the assignment.

The submitted answer will be assessed as follows:

- Quality of the communication plan;
- Quality of effective stakeholder management.

The elaboration of this sub-Award Criterion may consist of a maximum of 3 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 3 pages will be assessed.

5.4.3 SUB AWARD CRITERION C: RELEVANT KNOWLEDGE AND EXPERIENCE

The Contractor describes, on the basis of the references submitted, its knowledge and expertise with regard to a full feasibility study involving a multi-cultural stakeholder setting in developing countries, preferably for an official development aid organization. The Contractor's description must demonstrate sufficient knowledge, experience and creativity to give the Contracting Authority confidence that the Contractor can perform this Assignment successfully. The Contractor presents the study team (key experts) considering the requirements of the experts in Appendix 5 (Program of Requirements) 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. The Contractor may propose one expert for up to two key experts positions, as long as this is not for the Team Leader and it is justified. Preference is given to individuals being identified key experts, however the Contractor is invited to propose optimisations and provide explanation on the benefit of combining of two key experts positions.

At least the following elements will be part of this description:

- Specification of the names, functions, responsibilities, roles within the study team and CVs of the proposed team of key and additional experts.

Each key expert will be assessed as follows and in accordance with the specified profile sought:

- To what extent the Contractor and the team of the Contractor (key- and additional experts) have experience with similar Assignments and have the competencies to perform such an Assignment;
- Level of education and training;
- Level of technical knowledge experience;
- Level of financial knowledge and expertise;
- Level of local knowledge and expertise in Sub Saharan Africa.
- 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 Combination of international and local experts in the team is encouraged, in order to better take into account the local context and the legislation and regulations in force in Rwanda.

The elaboration of this sub-Award Criterion may consist of a maximum of 5 A4, Arial 10 font. This number of pages is exclusive the CVs. CVs are limited to 2 pages each (Appendix 8). The CVs of the support staff should not be included in the Proposal. 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 5 pages will be assessed.

5.4.4 SUB AWARD CRITERION D: QUALITY OF THE PRICE

Fill in your total price-offer (in Euro's excluding taxes) for the fulfilment of this assignment in Appendix 7 'Price sheet'. In the Proposal the Contractor will present a specification of the price/rates offered which would enable the Contractor to fully execute the contract in accordance with all the requirements and within the expected contract period. Make a detailed, transparent budget break-down in excel per phase of the project. Explanatory notes (in a separate word/pdf of max. 3 A4's) are permitted. Points will be awarded for:

- The quality of the cost specification, which must be in total and per phase complete, detailed, transparent, comprehensible, realistic and underpinned;
- The effectiveness of the use of the project resources;

- The total price offered in the Proposal.

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 € 600.000.-. The maximum price is the maximum amount the Contracting Authority is prepared to spend. The Proposals submitted whose price exceeds the maximum price will be discarded. If the total price is equal or higher than the indicated maximum price, the Proposal will be excluded from the Tender Procedure.

VAT

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.

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 150 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, 'Price sheet':

- 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 sheet (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 3 members. The assessment of the qualitative criteria takes place without knowledge of the prices submitted. The assessors will initially assign a score per sub-Award Criterion individually. After completing the individual assessment, the Assessment Committee will determine the final value per Proposal, per Award Criterion, on the basis of consensus.

5.7 HOW IS THE WINNING BIDDER DETERMINED?

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

The Contractor with the highest number of points has offered the best price-quality ratio and will be designated 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' will be ranked as the highest of those equally ended Proposals. If the score for the Award Criterion 'Technical proposal' of these Proposals is also equal, the score for the Award Criterion 'Relevant Knowledge and experience' 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, in order 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 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

investinternational.nl