

**Invest  
International**

# **Tender Guide European Procedure**

**Framework Agreement**

**Specialised Infrastructure Advisory**

**European Public Tender Procedure**

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# DEFINITIONS

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

<b>A</b>	
<b>Appendix</b>	An attachment forming part of any of the Tender Documents.
<b>Assessment committee</b>	A team of individuals who do the substantive evaluation of the bids.
<b>Assignment</b>	The call offs under these Framework Agreements.
<b>Award criteria</b>	Criteria based on which the Framework Agreement 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).
<b>Award Decision</b>	The Contracting Authority's choice of the Contractors to whom it intends to award the Framework Agreements to which the procedure relates, which shall include the choice not to award a Framework Agreement.
<b>C</b>	
<b>Call Off Contract</b>	Individual assignment contracted under a Framework Agreement.
<b>Consortium Member</b>	A consulting firm that is empanelled ed jointly with a group of firms in association with a Lead Firm. In this TOR, the term consortium is not used to refer to a particular legal construction but to describe an association of firms irrespective of the legal arrangement between them and the Lead Firm.
<b>Consortium</b>	Two or more Firms who register jointly and cooperate with each other on an equal level. Each Firm in the Consortium is jointly and severally liable.
<b>Contracting Authority</b>	The companies that, issue Assignments under the Framework Agreement(s) to a Contractor. For these Framework Agreements the Contracting Authority is: Invest International Development B.V., Invest International Capital B.V., and Invest International Public Programmes B.V.
<b>Contractor(s)</b>	An entity which will be contracted for a given Lot under the Framework Agreement. The Contractor can be a single Firm or entity; if the submission is done as a Consortium or group of Firms, the Contractor is the association represented by a designated (and duly empowered) Lead Firm.
<b>E</b>	
<b>Economically Most Advantageous Tender (EMAT)</b>	EMAT is the umbrella term for the three award criteria: Lowest price; Lowest cost of living; Best value for money.
<b>ESIA</b>	Environmental and Social Impact Assessment.
<b>European Single Procurement Document (ESPD)</b>	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.
<b>F</b>	
<b>Final Award</b>	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.
<b>Firm</b>	Supplier
<b>Framework Agreement</b>	Umbrella contract under which RfPs are made for 'Specialised Infrastructure Advisory' procured by the Contracting Authority.
<b>G</b>	

<b>Ground for exclusion</b>	A circumstance applicable to the Contractor that results in exclusion of the Contractor from participating in the further tendering process.
<b>I</b>	
<b>IESG</b>	Impact, Environmental and Social Governance.
<b>Intention to Award</b>	Notice to the winning Contractors to whom the Contracting Authority intends to award the Framework Agreement. This does not yet entitle the winning Contractor to the Final Award of the Framework Agreement, as the notice does not constitute an acceptance of the Proposal. Therefore, there is no Framework Agreement yet.
<b>IIPP</b>	Invest International Public Programmes B.V.
<b>L</b>	
<b>Lot</b>	A separate part of a larger contract. A Lot is based on different requirements and Contractors can differ between Lots.
<b>M</b>	
<b>Memorandum of Information</b>	Supplement to the previously published Tender Documents, which forms an inseparable part of the Tender File.
<b>P</b>	
<b>Pricesheet</b>	The template on which Contractors enter the rates including all costs (all-in rate) for all requested items.
<b>Procurement Act</b>	Procurement Act 2012
<b>Program of requirements</b>	List of all the requirements related to the tender.
<b>Proposal</b>	A Proposal is submitted by Contractor in response to the Request for Proposal (RfP). A Proposal is also submitted by the Contractor in response to the Tender Documents related to this Tender.
<b>Public Procedure</b>	Procedure in which all Firms may tender in response to an announcement.
<b>Public Procurement</b>	The Public Procurement Act 2012 ( <i>Aanbestedingswet 2012</i> ).
<b>R</b>	
<b>Request for Proposal (RFP)</b>	An invitation for a quotation under the Framework Agreement send to the Contractor.
<b>S</b>	
<b>Subcontractor</b>	Person or organization who, on the Assignment of a Contractor, without being employed by the Contractor, performs all or part of the Assignments under the Framework Agreement.
<b>Suitability Requirements</b>	This is to determine whether a Contractor is capable of performing the Framework Agreement.
<b>Supplier</b>	Anyone who offers products/services on the market.
<b>T</b>	
<b>Tender</b>	The process by which the Contracting Authority announces that it wishes to have a Framework Agreement performed and invites Firms to submit a Proposal.
<b>Tender Documents</b>	All documents prepared or referenced by the Contracting Authority to describe or determine components of the Procurement procedure.
<b>Tender Guide</b>	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.
<b>Tender Platform</b>	The digital platform TenderNed on which the Tender procedure is executed.
<b>Tender Procedure</b>	The chosen procedure in which the tender is put in the market, to come to a Framework Agreement with one or more Contractors, as defined in the Tender Guide.
<b>TOR</b>	Terms of Reference

# 1. INTRODUCTION

These are the Tender Guidelines for the European Public Tender Procedure 'Specialised Infrastructure Advisory'. 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

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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 140 employees.

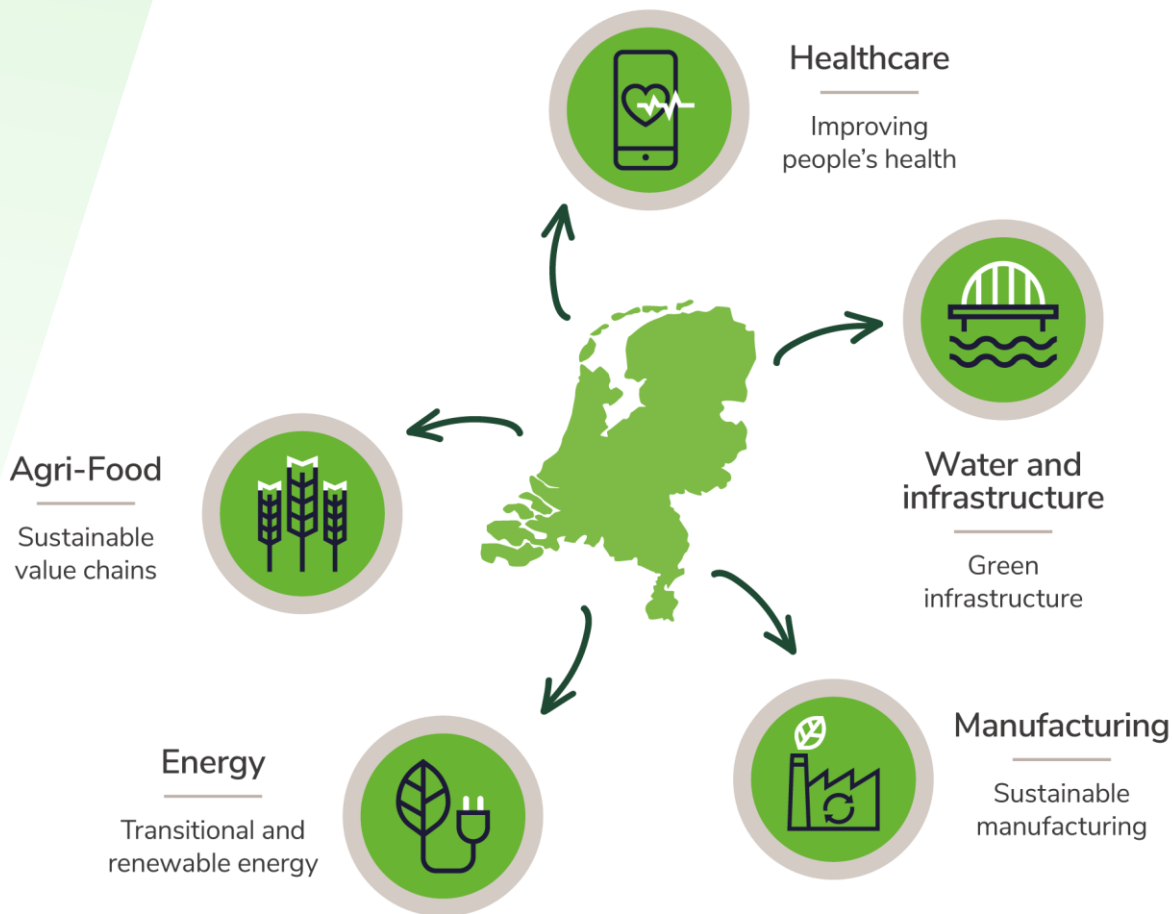
The 'holding' Invest International B.V. includes three subsidiaries:

- 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](http://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 (UNGPs).

**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

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As our current Framework Agreements for 'Specialised Infrastructure Advisory' have ended, we need to retender them.

## 1.3 DESCRIPTION OF ASSIGNMENT

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As the current Framework Agreements for smaller advisory Assignments will expire at short notice, the Contracting Authority organises this tender. The Assignments under these Framework Agreements are related to technical, financial/economic and procurement advisory. The Assignments can be executed at different stages of a project; at the project application stage, but also throughout the development and procurement stages of the infrastructure project up until the closing of contracts (for execution). More information about the Work relating to the different types of assessments can be found at the Terms of Reference (Appendix 7).

The following services are excluded from the Framework Agreement:

- **Specialised Infrastructure Advisory Assignments from EUR 150,000:** Assignments from EUR 150,000 will be tendered under the Framework Agreement 'Consultancy for Infrastructure Project Preparation' with number A01.004.2023.
- **Multiple fields of expertise in an integrated consulting Assignment:** These will be tendered under the Framework Agreement 'Consultancy for Infrastructure Project Preparation' with number A01.004.2023.

## 1.4 PROCESS REQUEST FOR PROPOSAL (RFP)

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The Contracting Authority shall send a RFP containing information on, among other things.

- A description of the Assignment and the result.
- The Contracting Authority's contact person.
- Important deadlines for the Assignment.
- Requirements for submission of the Detailed Proposal (with dates).
- Frequency, coordination & communication with the Contracting Authority.
- Any preliminary studies or reports that must be included.
- The Contractor will submit the Proposal; the time for response will be depended on the Assignment.
- The rates submitted by the Contractor for the Framework Agreement apply as maximum hourly rates for the Proposals.

## 1.5 CONFLICT OF INTEREST

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Assignments awarded under this Framework Agreement may consist of preparatory work for a call-off contract (among the selected Contractors) under the framework agreement "Integrated consultancy infrastructure projects" with reference A01.004.2023. Contractors should therefore be aware of the possible risk of a 'conflict of interest'. A 'conflict of interest' arises when a Contractor bids for a call-off contract under the framework agreement "Integrated consultancy infrastructure projects" and the same Contractor had direct or indirect involvement in the preparation of the tender documents for this call-off contract or Contractor otherwise possessed inside information for this call-off contract.

## 1.6 REVISION CLAUSE

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In the situation where the Contracting Authority needs an ad-hoc expertise which is like the nature of expertise procured under this Framework Agreement but is not listed in the scope of 'Specialised Infrastructure Advisory'<sup>1</sup>, Contractors will be consulted to assess the appropriateness of such expertise not being yet listed. Consequently, in consultation and agreement with the Contractors, the Contracting Authority may subsequently add a sub-expertise if experience and circumstances so dictate, within the ceiling amount set for the Framework Agreement.

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

The Contractor may comment on the TOR and suggest well-reasoned and technically sound deviations. If these deviations require budget reallocations, these may then be considered.

It is possible that the expertise as specified in the Framework 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.

## 1.7 LOTS

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This Tender is divided into five (5) lots:

1. Technical advisory related to the water technology sector.  
This lot has an estimated total contract value of max EUR 500,000 based on a contract period of 4 years.
2. Technical advisory related to Delta technology.  
This lot has an estimated total contract value of max EUR 500,000 based on a contract period of 4 years.
3. Technical advisory related to the public healthcare infrastructure sector.  
This lot has an estimated total contract value of max EUR 500,000 based on a contract period of 4 years.
4. Financial/economic advisory.  
This lot has an estimated total contract value of max EUR 500,000 based on a contract period of 4 years.
5. Procurement advisory.  
This lot has an estimated total contract value of max EUR 500,000 based on a contract period of 4 years.

For every lot one (1) Firm will be contracted.

The content information per expertise is described in the TOR (Appendix 7).

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<sup>1</sup> The term 'Specialised Infrastructure Advice' relates to any advice required during the term of the agreement. The expertise listed in the TOR is not intending to be exhaustive.

## 1.8 THE FRAMEWORK AGREEMENT

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The Contracting Authority wishes to conclude a Framework Agreement on behalf of Invest International Development B.V., Invest International Capital B.V., and Invest International Public Programmes B.V., with one Contractor per Lot.

The Framework Agreement has an initial term of two (2) years, with the optional possibility of extending the Framework agreement one (1) time by two (2) years. The Framework agreement therefore has a maximum term of four (4) years. The starting date of the Framework Agreement is currently 1 March 2024.

## 1.9 NON-EXCLUSIVITY

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While the Contracting Authority intends to use this Framework Agreement in priority, to streamline and accelerate the procurement of 'Specialised Infrastructure Advisory' and for internal support, circumstances may require an individual, separate procurement for similar services. This can be due to a situation in which more specialized knowledge and skills are required due to a specific nature and scope of a further contract, or situations in which there may be an overlap with the scope of another (already) existing Framework Agreement.

In such cases, the Contracting Authority reserves the right to procure services outside the Framework Agreement. Contracts to be awarded outside the Framework must be assessed on their own merits and tendered in accordance with laws, regulations and, where applicable, our procurement policy.

Contractors will in principle not be precluded from bidding for such contracts purely on basis of being part of the Framework; eligibility remains subject to requirements of other stakeholders or conflict of interest which are outside the control of IIPP.

## 1.10 MONITORING THE FRAMEWORK AGREEMENT

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During the execution of the Framework 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 CO<sub>2</sub> 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 Assignments 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 eHerkenning. 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	27 November 2023
First closing date for submitting questions	14 December 2023
Target date for the issuance of the Memorandum of Information	21 December 2023
Closing date for submitting Proposals	18 January 2024, 12.00 hours P.M
Send Award Decision	8 February 2024
Verification meeting	12 – 23 February 2024
Expiry of objection term	29 February 2024
Send Final Award	29 February 2024
Contracting	29 February 2024
Start Framework Agreement	1 March 2024

### 3.5 COMMUNICATION

Communication regarding this Tendering Procedure will take place via TenderNed ([www.TenderNed.nl](http://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:

<b>Contact person</b>	Angela van der Sluijs, Procurement Officer
<b>Second contact person</b>	Ilona van der Kaaij, Procurement Officer
<b>Department</b>	Procurement
<b>Telephone number</b>	+31 (0)6 – 31675906
<b>Address</b>	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

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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. Framework Agreement
- b. Verification Report
- d. Memorandum of Information
- e. Program of Requirements (Appendix 5 and 5a)
- 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

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In addition to the possibility for Contractors to submit written questions or a request for information through the Memorandum/Memoranda of Information, the Complaints procedure (Appendix 9) may be used.

### 3.10 METHOD OF SUBMITTING THE PROPOSAL

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The Contracting Authority requires the Contractor to provide the information requested in the requirements and Award Criteria on TenderNed. 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

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The Contractor must submit the following documents with his Proposal:

1. European Single Procurement Document (ESPD), signed by an authorised person (Appendix 1)
2. Holding statement (Suitability Requirements: Appendix 2) (Appendix 4)
3. Format references (Appendices 3a – 3d/3e/3f)
4. Registration National Professional or Trade Register (Suitability Requirements: Appendix 2)
5. Portfolio of performed Assignments (5.4.1) (Appendix 14)
6. Presentation team, explanation qualifications and CVs (5.4.2) (Appendix 11)
7. Priceshet (5.5) (Appendix 8)

### 3.10.2 CLOSING DATE FOR SUBMITTING PROPOSALS

Only Proposals submitted via TenderNed 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 TenderNed always lies with the Contractor.

After the expiry of the deadline for submitting Proposals, these will be opened at TenderNed. 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))<sup>2</sup>**  
The Contractor to whom the Framework Agreement is awarded will be requested to submit a GvA. The GvA may not be older than two (2) years before the date of the Tender. When tendering with a 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 statement<sup>2</sup>**  
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.
- A copy of the balance sheet from the annual accounts for the past financial year (Positive equity) (Suitability Requirements: Appendix 2).
- A copy of the profit and loss account of the past three (3) financial years (Profitability) (Suitability Requirements: Appendix 2).
- Copy of 1) liability insurance covering damage to persons and/or property and consequential loss in the unlikely event of an incident occurring during the journey and 2) insurance against business risks covering possible damage during the performance of the Framework Agreement.
- Copy certificate ISO 9001:2015 (management) (Suitability Requirements: Appendix 2).
- Sustainability or ESG Policy (Suitability Requirements: Appendix 2).
- KYC-Information (Appendix 10) (more information in Appendix 2). After this, Contractor submits necessary documents for the full KYC check.
- Filled in Self-assessment form Sustainability Code of Conduct (Appendix 13a) (Suitability Requirements: Appendix 2).

**And within fourteen (14) calendar days:**

- Reference forms (Appendices 3a – 3d/3e/3f) signed by the referent (client).

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<sup>2</sup> The Contracting Authority also accepts information and documents from another Member State which serve an equivalent purpose or from which it is apparent that the Grounds for Exclusion referred to in Article 2.86 or Article 2.87 Procurement Law, does not apply to the Contractor.

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

### **3.12 EUROPEAN SINGLE PROCUREMENT DOCUMENT (ESPD)**

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

By means of the USPD, the Contractor declares whether the Grounds for Exclusion apply to it and whether it meets the Requirements for Suitability stated in the Appendix 1 (note: this concerns part IV of the USPD. This part states 'Selection Criteria'. You should read 'Suitability Requirements' there).

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

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

# 4. TENDER REQUIREMENTS

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

## 4.1 EUROPEAN SINGLE PROCUREMENT DOCUMENT (ESPD)

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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

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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 Firms 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 Contractor. The Consortium must jointly submit the requested information and meet the requirements set for the assessment of suitability in accordance with this Tender Guide. The Consortium must select one leading Firm to send the invoices to.

### Reliance on the capacity of other entities

Firms who rely on the capacity of other entities to satisfy the Suitability Requirements 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 Firm shall state the specific capacity it requires for each of the entities involved. Each of the entities involved fills out a separate ESPD form.

### Main Contractor

If the Contractor act as main Contractor and state specific Subcontractor(s) in his Tender, he will be bound, upon award, to engage in cooperation with the mentioned Subcontractor(s) in accordance with the provisions of the Tender.

As the main Contractor, he bears full responsibility for the activities of his Subcontractor(s). He will 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

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A Firm 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

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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

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

#### 4.6 BRAND NAMES

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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

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- 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 TenderNed. 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 Framework Agreement 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 Contractor may only use the information which the Contracting Authority makes available to it in connection with this Tender Guide for the purpose for which it was provided. The Contractor shall treat data confidentially and shall not disclose such data to third parties. The Contracting Authority will treat the Proposal from the Contractor confidentially. It will only be shown to employees who are directly involved in the Award Procedure. Correspondence and the received Proposal will not be returned afterwards. Publicity regarding this tender, is only permitted with the Contracting Authority's written consent.

#### **4.9 ACTING WITH INSIDE INFORMATION AND OR CONFLICT OF INTEREST**

A Contractor will 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 Tender Document and all accompanying Appendices have been prepared with due care. Nevertheless, these Tender Documents may contain ambiguities, inadequacies and/or contradictions. The Contracting Authority expects a proactive attitude from the Contractor, which means that the Contractor will report any lack of clarity in the Tender Documents to the Contracting Authority at the earliest opportunity, giving reasons, and at a time when 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 Proposal, the Contractor can no longer object to any lack of clarity in the Tender Documents. Consequently, the Contractor loses its right to raise objections after the Tender Procedure against any violations of law, including the consequences thereof, insofar as these are referred to in the Tender Documents, and the

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

#### 4.11 GENERAL TERMS AND CONDITIONS

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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

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

- a. The all-in rates used are in EUR (€), 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 EUR
  - Prices below cost price
  - Abnormally low pricesThis 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. 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 Framework Agreement has been reached and a written Framework 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**

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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 per lot. 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.	Relevant experience	200 points	5.4.1
2.	Relevant knowledge and continuity	500 points	5.4.2
3.	Price	300 points	5.5
<b>Total</b>		<b>1,000 points</b>	

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 Criterion 1.

Score	Explanation of Rating	Percentage of the max. points to be gained
Excellent	See chapter 5.4.1: the Contractor has provided an excellent substantively relevant, concrete, and applicable response to the 3 bullets. It is distinctive, innovative and offers considerable added value to the Contracting Authority.	100%
Very good	See chapter 5.4.1: the Contractor has provided a very good substantively relevant, concrete, and applicable response to the 3 bullets. In most parts, the Proposal is distinctive and/or innovative and offers quite some added value.	90%
Good	See chapter 5.4.1: the Contractor has provided a good substantively relevant, concrete, and applicable response to the 3 bullets. In parts, the Proposal is distinctive and/or innovative and offers some added value.	80%
Amply satisfactory	See chapter 5.4.1: the Contractor has provided an amply sufficiently substantively relevant and appropriate response to the 3 bullets.	70%
Satisfactory	See chapter 5.4.1: the Contractor has provided a sufficiently substantively relevant and appropriate response to the 3 bullets.	60%
Moderate	See chapter 5.4.1: the Contractor has provided a moderate substantively relevant and appropriate response to the 3 bullets.	Will be put aside

The following scale will be used for the assessment of the sub-Award Criterion 2.

Score	Explanation of Rating	Percentage of the max. points to be gained
Excellent	In the assessors' opinion, the Contractor has provided an excellent substantively relevant, concrete, and applicable answer to the elements related to the content of the TOR. It is distinctive, innovative and offers considerable added value to the Contracting Authority.	100%
Very good	In the assessors' opinion, the Contractor has provided a very good substantively relevant, concrete, and applicable response to the elements related to the content of the TOR. In most parts, the Proposal is distinctive and/or innovative and offers quite some added value.	90%
Good	In the assessors' opinion, the Contractor has provided a good substantively relevant, concrete, and applicable response to the elements related to the content of the TOR. In parts, the Proposal is distinctive and/or innovative and offers some added value.	80%
Amply satisfactory	In the assessors' opinion, the Contractor has provided an amply sufficiently substantively relevant and appropriate response to the elements related to the content of the TOR.	70%
Satisfactory	In the assessors' opinion, the Contractor has provided a sufficiently substantively relevant and appropriate response to the elements related to the content of the TOR.	60%
Moderate	In the assessors' opinion, the Contractor has provided a moderate substantively relevant and appropriate response to the elements related to the content of the TOR.	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', 80% of the maximum number of points to be awarded will be allocated to this criterion. Formula example:

$$\text{Sub-Award Criterion x: Maximum number of points to be awarded} \times 80\% = \text{points obtained}$$

#### 5.4.1 SUB AWARD CRITERION: RELEVANT EXPERIENCE

The Contractor describes in breadth and depth, based on the references submitted, its portfolio of performed Assignments regarding, using Appendix 14 for this:

- Lot 1: Technical advisory related to water technology
- Lot 2: Technical advisory related to Delta technology
- Lot 3: Technical advisory related to the public healthcare sector
- Lot 4: Financial and Economic advisory
- Lot 5: Procurement advisory

The Contractor's description must demonstrate sufficient knowledge, experience, and creativity to give the Contracting Authority confidence that the Contractor can perform the Assignments under this Framework Agreement successfully.

The submitted answer of you will be assessed on the extent to which there is:

**Lot 1: Technical advisory related to water technology.**

- diversity of activities/tasks/projects carried out;
- degree of representativeness in relation to the described projects and activities/tasks as mentioned in the TOR;
- geographical spread especially in the DRIVE eligible countries <sup>3</sup>(of minor importance).

**Lot 2: Technical advisory related to Delta technology.**

- diversity of activities/tasks/projects carried out;
- degree of representativeness in relation to the described projects and activities/tasks as mentioned in the TOR;
- geographical spread especially in the DRIVE eligible countries.

**Lot 3: Technical advisory related to the public healthcare sector.**

- diversity of activities/tasks/projects carried out;
- degree of representativeness in relation to the described projects and activities/tasks as mentioned in the TOR;
- geographical spread especially in the DRIVE eligible countries (minor importance).

**Lot 4: Financial/economic advisory.**

- diversity of activities/tasks/projects carried out;
- degree of representativeness in relation to the described projects and activities/tasks as mentioned in the TOR;
- geographical spread in the DRIVE eligible countries.

**Lot 5: Procurement advisory.**

- diversity of activities/tasks/projects carried out;
- degree of representativeness in relation to the described projects and activities/tasks as mentioned in the TOR;
- geographical spread especially in the priority countries.

**5.4.2 SUB AWARD CRITERION: RELEVANT KNOWLEDGE AND CONTINUITY**

When assessing the quality of the experts, it will be considered to what extent the (key) experts to be deployed for future Assignments have experience with similar Assignments related to the ToR and have the competencies to perform such Assignments, as evidenced by the CVs of the (key) experts (using Appendix 11 for this).

Points of interests:

1. The presentation of the team to be deployed (the names, functions, and responsibilities of the (key) experts) and the explanation why they are qualified for the execution of the Assignments is limited to one (1) page.
  2. CVs (Appendix 11) are limited to five (5) pages each.
  3. Each submitted CV relates to one of the proposed experts in Appendix 8 'Priceshet'.
  4. The same expert's CV can be submitted for different expertise.
  5. The CVs of the (key) experts include the knowledge and skills in word and writing of the English language and for lot 3 'Public Healthcare' also the French language.
  6. In what way is it guaranteed that the (key) experts whose CVs have been submitted will **carry out** the Assignments.
- For lot 1, a maximum of fifteen (15) CVs needs to be submitted as follows:
    - Description expertise 1: 'Drinking water supply'**
      - Director/principal – 1 CV
      - Senior consultant/engineer – 2 CVs
      - Junior consultant/engineer/analyst – 2 CVs

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<sup>3</sup> Refers to chapter 2.3 of the Terms of Reference (appendix 7)

**Description expertise 2: ‘Wastewater collection’ and ‘Wastewater treatment’**

- Director/principal – 1 CV
- Senior consultant/engineer – 2 CVs
- Junior consultant/engineer/analyst – 2 CVs

**Description expertise 3: ‘Urban water management’**

- Director/principal – 1 CV
- Senior consultant/engineer – 2 CVs
- Junior consultant/engineer/analyst – 2 CVs

- For lot 2, a maximum of fifteen (15) CVs needs to be submitted as follows:

**Description expertise 1: ‘Coastal and riverbank erosion and/or flood protection and ‘soft’ solutions’, ‘Nature Based Solutions (NBS)’ and ‘Coastal and riverbank erosion and/or flood protection gray structures’**

- Director/principal – 1 CV
- Senior consultant/engineer – 2 CVs
- Junior consultant/engineer/analyst – 2 CVs

**Description expertise 2: ‘Gray water management structures’ and ‘Navigation channels and ports’**

- Director/principal – 1 CV
- Senior consultant/engineer – 2 CVs
- Junior consultant/engineer/analyst – 2 CVs

**Description expertise 3: ‘Water resources management’**

- Director/principal – 1 CV
- Senior consultant/engineer – 2 CVs
- Junior consultant/engineer/analyst – 2 CVs

- For lot 3, a maximum of two (2) CVs needs to be submitted as follows:

- Senior consultant/engineer – 2 CVs

- For lot 4 and 5, a maximum of eight (8) CVs per lot needs to be submitted as follows:

- Director/principal – 2 CVs
- Senior consultant/engineer – 3 CVs
- Junior consultant/engineer/analyst – 3 CVs

The Contractor’s description must demonstrate sufficient knowledge, experience, and creativity to give the Contracting Authority confidence that the Contractor, with the proposed experts, can and will perform the Assignments under this Framework Agreement successfully.

The elaborations of the qualitative sub-award criteria (5.4.1 to 5.4.2) are the reference point for the entire contract period and thus become an integral part of the Framework Agreement. It is therefore expected that the level of these elaborations will be representative in relation to the entire contract period.

## 5.5 AWARD CRITERION ‘PRICE’

Fill in your price rate per function (in Euro’s excluding taxes) for the fulfilment Assignment under this Framework Agreement in Appendix 8 ‘Pricesheet’.

## 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 300 points. The remaining Contractors will be scored pro rata according to the formula:

$$\text{(Lowest average weighted rate / Average weighted rate Contractor)} \times 300 \text{ points} = \text{score Contractor price}$$

Instructions for filling in the Appendix 8, 'Pricesheet':

- Rates 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.

## 5.6 METHOD OF ASSESSMENT

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

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

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

After completing the individual assessment, the Assessment Committee will determine the final value per Proposal, per Award Criterion, as follows:

- Relevant experience, based on consensus.
- Relevant knowledge and continuity, based on the average. When an individual score deviates more than 15% from the average score, this will be discussed within the assessment team to get the difference within the range.

## 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 of the relevant Lot. 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 knowledge and continuity' (5.4.2) will be ranked as the highest of those equally ended Proposals. If the score for the Award Criterion 'Relevant knowledge and continuity' of these Proposals is also equal, the score for the Award Criterion 'Price' (5.5) will determine the rank order. If this score is also equal, the score for the Award Criterion 'Relevant experience' (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(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

Contractors who do not agree with the Award Decision and wish to object to it must lodge civil proceedings to this end with the civil court in The Hague within twenty (20) calendar days after the date of the Award 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 received Proposals, the Contracting Authority will notify all Contractors in writing by means of the Award Decision and the relevant reason for this Decision.

This communication containing the Award Decision does not yet entitle the selected Contractors to be contracted, as the non-selected Contractors may challenge the decision.

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

If an unsuccessful (rejected) Contractor 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 Award Decision conducted reviewed by the court, and its claim shall be inadmissible if it still pursues a legal remedy.

### **6.3 PROCEDURE OF VERIFICATION**

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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**

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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(s).

### **6.5 WAITING ROOM AGREEMENT**

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After the Final Award, the Contractors who did not award the Agreement will be placed in the "waiting room". For more information, see section 4.5.

### **6.6 SIGNING THE AGREEMENT/CONTRACT**

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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!

# Invest International

**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](mailto:procurement@investinternational.nl)

+31(0)631675906

**investinternational.nl**