



Tender Document

Invitation to tender in accordance with the European open procedure for the execution of services "LAND-at-scale" in Chad

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Definition of terms

Tendering authority	The Netherlands Enterprise Agency (RVO), an agency of the Ministry of Economic Affairs and Climate Policy.
Tender Document	This document and all of its annexes.
Public Procurement Act	The Public Procurement Act 2012 (<i>Aanbestedingswet 2012</i>)
General Government Terms and Conditions	General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI-2018: <i>Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten</i>).
Most Economically Advantageous Tender	The Tender that achieves the highest definitive total score based on the best price-quality ratio.
Suitability requirements	The requirements with which Tenderers must comply in order to be eligible to win the tender.
Tenderer	An entrepreneur or entrepreneurs who have submitted a Tender or is/are planning to submit a Tender. In this document, the word 'you' is taken to mean the Tenderer.
Tender	A quotation submitted by the Tenderer in response to this Tender Document.
Tendering authority	The Netherlands Enterprise Agency (RVO), of the Ministry of Economic Affairs and Climate Policy of the Netherlands.
Tender Document	This document and all of its annexes.
IUC-EZK	The Procurement Office (IUC) – part of the Netherlands Enterprise Agency (RVO.nl), which in turn is part of the Ministry of Economic Affairs and Climate Policy (EZK) – will serve as process manager during this tendering process.
Memorandum of Information	A document containing all questions asked and answers given, in anonymised form and, if applicable, additional information. This includes the questions and answers submitted via TenderNed.
Contracting Authority	The State of the Netherlands, represented by the Minister of Economic Affairs and Climate Policy, who concludes the Contract with the Contractor on behalf of the Tendering authority.
Contractor	The party with whom the Contracting Authority concludes the Contract.
Contract	The written agreement between the Contracting Authority and the Contractor in which the conditions of the assignment are recorded.
Exclusion Ground	A circumstance applicable to the Tenderer or a person affiliated with the Tenderer that results in exclusion of the Tenderer from participating in the tendering process.

European Single Procurement
Document

A statement in which the Tenderer declares his compliance
with the requirements specified in this document.

1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure for "LAND-at-scale" in Chad.

You are hereby invited to submit a Tender based on this Tender Document.

1.1 Tendering Authority and IUC-EZK

This tendering process is being conducted on the instructions of The Netherlands Enterprise Agency (RVO) (the Tendering Authority). IUC-EZK will act as process manager during this tendering process.

1.2 Reason for this invitation to tender

This tender takes place within the framework of the LAND-at-scale program of the Ministry of Foreign Affairs, carried out by the Netherlands Enterprise Agency (RVO).

Fair, inclusive and sustainable land rights are necessary to achieve many of the United Nations' Sustainable Development Goals (SDGs). The LAND-at-scale program contributes to this by institutionalizing improved land rights and land governance in developing countries. Better land governance and land rights have a positive impact on peace and stability, human rights, social justice, food security, economic development, gender equality, quality of life, climate change prevention and coping, and the sustainable use and management of natural resources.

Since 2020 LAND-at-scale has undertaken several initiatives in Chad with the objective of contributing to a more transparent and inclusive land governance and land administration in Chad. The assignment which is described in this Terms of Reference and is published for European procurement is part of the wider framework of the LAND-at-scale programme and its portfolio specific to Chad.

The assignment has the ambition to consolidate and build on the results achieved so far in the previous interventions, in continuous support of the same objective. This assignment is strongly embedded into the Netherlands-Chadian development agenda and project portfolio. This is explained in further detail in these Terms of Reference.

This tender has been developed in close collaboration with the Dutch Embassy in Chad.

1.3 Time schedule

The schedule below applies to this tendering process.

22 June 2023	Issuing of publication, start of tendering period
7 July 2023	Closure of round of questions: deadline for the Tenderer to submit questions regarding this Tender Document and the Contract (including the general terms and conditions) and/or proposals for textual amendments to the draft Contract (including the general terms and conditions)
21 July 2023	Issuing of Memorandum of Information
6 August 2023	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority
7 – 17 August 2023	Assessment of Tenders
22 August 2023	Announcement of the award of the Contract
11 September 2023	Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract
13 September 2023	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority

1 October 2023	Starting date of Contract
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If – in the opinion of the Tendering Authority – circumstances provide cause to do so, the Tendering Authority is entitled to amend the specified period(s). In such a case, timely notification of the new period(s) will be provided digitally.

2. Description of assignment

2.1 Description and objective of the assignment

2.1.1 Summary

Chad, like several countries in Africa south of the Sahara, faces multifaceted challenges that hamper effective land governance in the country. In a context of climate change, population growth, migration of people to areas that may offer them a better life (rural areas rich in fertile land, urban centres), land becomes a multi-variable issue (political, socio-cultural, economic). The limits of its current management make it an aggravating source of conflict, a cause of disturbance of the ecological balance and of uncontrolled urban development.

Chad is currently in the process of reforming the legislative and policy framework to improve the land governance of the country. In line with these developments, it is timely to explore, unpack and test good examples on how to practically improve land management, for example which are available from countries in the region that have revised their legal framework and are confronted with similar challenges. This project aims to provide practical solutions and improvements to the land governance practices at local level in the country, with the ambition to feed these experimented solutions into the legal framework.

2.1.2 LAND-at-scale

LAND-at-scale is a land governance support programme for developing countries. A large part of the world's population depends on having secure access to land for their incomes and livelihoods. LAND-at-scale aims to contribute to fair and just tenure security, access to land and natural resources for all. This will lead to more sustainable and efficient use of land and natural resources for food, housing and production. It will also reduce conflicts and competing claims over land.

Land governance is the process by which decisions are made regarding the access to and use of land, the manner in which those decisions are implemented and the way that conflicting interests are reconciled. Weak land governance can become a root cause of economic stagnation, ecosystem degradation, deprivation and injustice.

Improved land governance will help reach many Sustainable Development Goals (SDGs). It will support food and nutrition security, economic development and peace and stability. The LAND-at-scale programme contributes to more sustainable incomes and social justice. Women's rights and climate change are important themes in [the programme](#).

LAND-at-Scale is a programmatic programme implemented by the Netherlands Enterprise and Development Agency (RVO) with the financing of the Netherlands Ministry of Foreign Affairs. The programme is currently active in 10 countries with projects each having their specific objective(s), timeline and implementing partners, specific to the context, whilst contributing to the programme's overall [Theory of Change](#).

LAND-at-scale in Chad

LAND-at-Scale has been engaged in Chad since 2020. The project's overall aim is to contribute to more transparent and inclusive land governance and administration in Chad, especially for tenure insecure groups (women and youth), which creates security for communities to invest in sustainable income generating activities. The project consists of several pillars that service the following objectives, namely:

- Transparent and inclusive legal basis of land administration, registration and governance;
- Improved land tenure security for women, legally guaranteed by the new Land Law, subsequently leading to increased livelihood security and production for women;
- Reduced conflicts and competing claims over land and natural resources;
- Improved land tenure security for vulnerable people via improved registration and compensation mechanisms in case of expropriation.

The assignment described in this Terms of Reference of LAND-at-scale will be complementary to, and building on, the ongoing efforts in Chad, contributing to the same overall aim.

2.1.3 General context

Chad, a landlocked Sahelian country in central Africa, is a nation with a rich history and diverse cultural heritage, counting more than 200 ethnic groups. The Chadian population (est. 16,1 million in 2019) is very young and rapidly growing. The most densely populated areas are located around Lake Chad and in the South.

Despite being blessed with abundant natural resources, including oil reserves and fertile land, the country struggles with poverty, high unemployment rates, and limited access to basic services. Chad is ranking low in the human development index (190 out of 191, 2022). The national economy relies heavily on oil exports. The general population of Chad is predominately an agropastoral country, with more than 80% of the population living essentially from agriculture and livestock. These livelihoods can traditionally be divided in three climatic-geographical zones: herding by the (semi) nomadic Muslim population in the Northern region of the country characterised by (semi) desert and barren terrain (Sahara region), and more South showing a mixture of nomadic pastoralist and sedentary subsistence farmers in the semi-arid Sahel region in central Chad and tropical savannah region in the South.

The country faces challenges and is undergoing changes that are rapidly altering the outset of the country and hamper its development. Firstly, the impact of the recorded demographic growth in recent years has led to an increased need for food and, thus, the extension of cultivated lands. This extension has been done to the detriment of pastoral spaces, and has also caused a decrease in the surface of farmlands. The agricultural sector is changing as a consequence. The number of cattle increased from 40 million in 1970 to over 83 million in 2018. In the rural areas in the south, increases in population density and commercial farming, coupled with low access to agricultural inputs is creating a class of landless producers; they either rent land or work as agricultural laborers.

Changing climate patterns over the recent years have been challenging. Rainfall has decreased significantly, forcing herders from the north to come south earlier in the season and stay longer. This caused quite severe overgrazing that changes patterns of pastoralists which, in turn, led to violent conflicts between farmers and pastoralists and among pastoralists. The degradation of land is aggravated by increasing desertification and the drying up of lake Chad. Natural resources are shrinking, leading to rapid transformation of agro-pastoral areas, pressure on land, overexploitation and conflicts.

Furthermore, Chad is grappling with security challenges, particularly from regional conflicts, terrorism and above-mentioned impacts of climate change. The country is affected by spill-over effects from the neighbouring countries, resulting in displacement, humanitarian crisis and instability. The number of refugees the country is hosting may increase given the most recent developments in the region.

At the political level, the country is currently in a Transition Period led by a government of national unity under the leadership of president in transition, General Mahamat Déby Itno, after the death of the president Idriss Déby on April 20, 2021. This is a transition period of 2 years, from October 2022 until October 2024. This transition period signifies a critical juncture in its future political outset and development trajectory.

2.1.4 Land governance problem analysis

Land governance is a critical aspect of Chad's development agenda. Challenges depicted above such as population growth, the impacts of climate change, migration of people, but also cultural elements such as heritage systems all influence people's access to land and the way land is used for agriculture and other economic activities. In such a context, land becomes a multivariable of issues (political, cultural, economic, ecological). The limits of current land governance make it a source of conflict, a cause of disturbance of the ecological balance and a contributor of

uncontrolled urban development. It constitutes a real obstacle to the social and economic development of the country.

Legal framework

Chad, like many other African countries south of the Sahara, faces numerous challenges that hamper effective land governance. First and foremost, the main legal texts governing land date from 1967 and are spread across three different laws (Laws 23, 24 and 25 of 22 July 1967). The implementation of this outdated legal framework is deficient. This explains the low number of land titles in the country. The general population, but also civil society organizations, and even some government officials and leaders are often unfamiliar with the content of the formal land laws. The legal situation is further complicated because of legal pluralism. Besides the formal land laws, customary laws govern issues regarding access to and control over land and natural resources. This existence of multiple systems allows for interpretation based on legal and cultural regimes that may be contradictory, which creates legal ambiguity.

Institutional framework

There are a number of institutional challenges that hamper improvement and innovation of land governance in the country. Uncertainty of the roles and responsibilities among actors between different levels of government, unfamiliarity with the formal land laws, insufficient human resources, the lack of appropriate equipment, knowledge and national standards for land management (mapping, archiving, management of data) depict the sector. Application procedures to obtain land titles are lengthy, costly and cumbersome, and consequently not accessible for the majority of population lacking the resources, knowledge and network. When it comes to land administration in particular, the country relies on only a few qualified professionals. The methods of land surveying, mapping and recording are considered conventional, described as slow and expensive. Without up-to-date land information, land governance and management becomes difficult.

Land conflicts

Over time, influenced by the demographic and climate-related changes, the status of land changes from a heritage asset to a market good. The commercialization of land use is impacting traditional rules of communities' collective ownership in favour of individual ownership. Land is increasingly subject of competing claims by different user groups, often resulting in (further) exclusion of vulnerable groups. Emerging cases and forms of illegal land acquisitions are mostly perpetrated by domestic investors. Farmers occupying the land often do not succeed in asserting their ownership. The amount of land-related disputes is high, and court cases can take years to be resolved. This undermines the confidence in the formal land laws and institutions. Such situations are even more precarious and common to vulnerable groups in society governed by the social-cultural norms and regulations of the Chadian communities, notably women and youth.

Legal reform

Chad is currently in the process of reforming its legal framework on land governance. In December 2018, several ministries and civil society organizations in Chad, under the supervision of the Ministry of Land Affairs, Housing Development and Urbanism (MAFDHU), joined forces and set up a multiparty commission to revise the current legislation. This multiparty commission is currently in the process to elaborate a unified and revised Land Code and a Land Policy through a participatory process, involving all relevant stakeholders. There is an increasing role for local institutions (e.g. local land boards, local councils) as mediators in managing and resolving land conflicts. It is expected that the adoption of the law and policy will be followed by the formulation and adoption of application decrees that specify the guidelines and methods for implementation. This is a highly dynamic process of which the outcome is still unknown at the time of writing this assignment description. May 2023 marked an important momentum in Chad on the formulation of the land

policy, with events including a CSO forum and multi-actors committee¹. The current projects of LAND-at-scale are contributing to this inclusive process.

2.1.5 Past and ongoing developments and interventions

There is not a particularly rich history when it comes to land governance interventions in Chad. A project of particular value for this assignment was 'Bahr Linia', an arm of the Chari River, bypassing from East to West N'Djamena; a project financed by the *Agence Française de Développement* (AFD). This peri-urban hydro-agricultural project aimed to re-establish the hydraulic functioning of the Bahr Linia in order to revitalize the area and allow local development centred around agriculture. Land governance was an important pillar of the project, and the project allowed to pilot a number of approaches that were both rooted in local governance systems and compatible with the regulatory framework. These pilots included the approach for *Plan Foncier Rural* (PFR), as a participatory and community-led approach to map land rights per community. This approach contributed to the establishment of dialogue, tools and local mechanisms for the settlement of conflicts between different actors. In addition, the project supported the set-up and functioning of a multistakeholder *Comité de Gestion Foncier rural* specific to the site and experimented with local land registries. In addition, Invest International is looking into complementary options to the project. The land governance related experiences from this AFD project form important lessons that should be taken into account in the implementation of this assignment.

LAND-at-scale in Chad:

LAND-at-scale financed a pilot (2020-2022) to support the Ministry of Land Affairs, Housing Development and Urbanism (MAFDHU) in offering key stakeholders to experience and experiment alternative approaches for land mapping and registration, supported by technological innovations. The objective is to contribute to more effective land registration system for the country. A clear conclusion from this pilot is the advantages alternative technological approaches offer vis-à-vis the current practices; with the latter it is estimated to take 41.000 years to cover 60% over the country's surface (report by Kadaster International available in Annex 7).

LAND-at-scale partners are contributing to the revision of the draft Land Code and Land Policy. It constitutes a national debate on the law, focusing specifically on the extent to which it takes into account the interest of rural communities and vulnerable groups. An inter-ministerial committee was organized in November 2020, and 51 recommendations were formulated (in line with the VGGT). The draft Code was analyzed in a comparative manner with the land legislation currently in force in Chad, so as to highlight the subjects on which positive or negative developments have taken place. A focus on gender mainstreaming was carried out. In addition, a national workshop (*atelier*) has been organized (May 2023) to validate the revised version of the land law, to guarantee both inclusion of all different stakeholders as well as a support base for the law (see reference recent developments under 2.1.4).

In addition, LAND-at-scale in Chad is contributing to socio-economic land reform, securing the land rights of women and young people. This intervention is based on previous pilots, including '*Rural Women for a Hunger-Free Chad*' which have been reviewed and resulted in several lessons learned on both methodology and differences in approach and success between various regions. Studies have been conducted on conflict sensitivity, economic potential, mediation structures, the status of land governance in Chad and the plurality of legal systems. One of the strategies used is to directly support groups (women, young people) who benefit from granted and secured land, through the development of an 'ecosystem' of support actors in the target areas (coaching actors, microfinance, authorities, state institutions, other development actors). Through this component, the project aims to strengthen social cohesion through the transformation of land conflicts, as well as to promote and

¹ <https://tchadinfos.com/tchad-la-situation-fonciere-au-menu-dun-atelier/>;
<https://tchadinfos.com/le-ministere-de-lamenagement-du-territoire-diagnostique-la-situation-fonciere-du-tchad/>; <https://ndjamenahebdo.net/le-tchad-en-quete-dune-politique-fonciere-nationale/>

consolidate the concerted management of natural resources as a basis for peaceful coexistence and conflict prevention. Another component of the LAND-at-scale interventions is developing strategies and tools to deal with the emerging phenomenon of land grabbing and illegal land transactions to the detriment of vulnerable groups. While respecting the role played by the actors already active on this theme, and in dialogue with them, the action of this component aims to contribute to the fight against (land)corruption, the promotion of social justice in land governance.

The Netherlands-Chadian development agenda works towards a common objective to improve the livelihoods of the Chadian people, through addressing root causes of conflict, inequality and addressing food security. It is important that the current assignment is strongly embedded within this agenda. This assignment has the ambition to consolidate and build on the results achieved so far in the previous LAND-at-scale interventions and converge efforts with the initiatives still ongoing. Concretely, this shall mean that close collaboration is expected with the ongoing efforts to support the reform of the legal and policy framework governing land governance, and to anticipate its implementation. The work executed within the LAND-at-scale programme leaves a solid foundation to further experiment what methodological and technological approaches are best suited under what conditions.

2.1.6 Intervention objective

In response to the problem analysis with the overall aim to contribute to more transparent and inclusive land governance and administration in Chad, this project has the following specific objectives:

- (1) To develop innovative approaches, tools and instruments for land governance as alternatives to the current formal practices;
- (2) To pilot these innovations at the local level, leading to a more transparent and inclusive land management system locally;
- (3) To inform the legal reform process through sharing results of the pilots, and thus strengthen the legal and regulatory framework and its implementation through practical experience;
- (4) To build on and converge with the different results and experiences of the LAND-at-Scale Chad initiatives.

The first and foremost goal of this assignment should focus on the local and community level, in the spirit that it is at this level that land tenure security must be achieved for the communities, and that local actors (including the communities themselves) master good solutions to innovate and make land management more efficient and inclusive. Secondly, the tested innovations will feed back to and support the ongoing legal reform process. This assignment is for the most effective and promising approaches and tools experimented in the framework of this project ('best practices') to inspire and/or feed into the legal and regulatory framework of Chad, and as such sustain and institutionalise these best practices for a more effective, cost-efficient and inclusive land governance system for the country.

The Theory of Change behind the intervention logic is:

If support is given to land governance institutions through experimentation with new approaches and tools of institutional, technical, technological and socio-cultural aspects of land governance on a specific site (pilots), ***then*** land governance in Chad will become more transparent and inclusive, ***because*** these experiences, approaches and tools will have fed into (the formulation and/or application of) the new land law and policy, making the land governance practices in the country more effective and inclusive in nature.

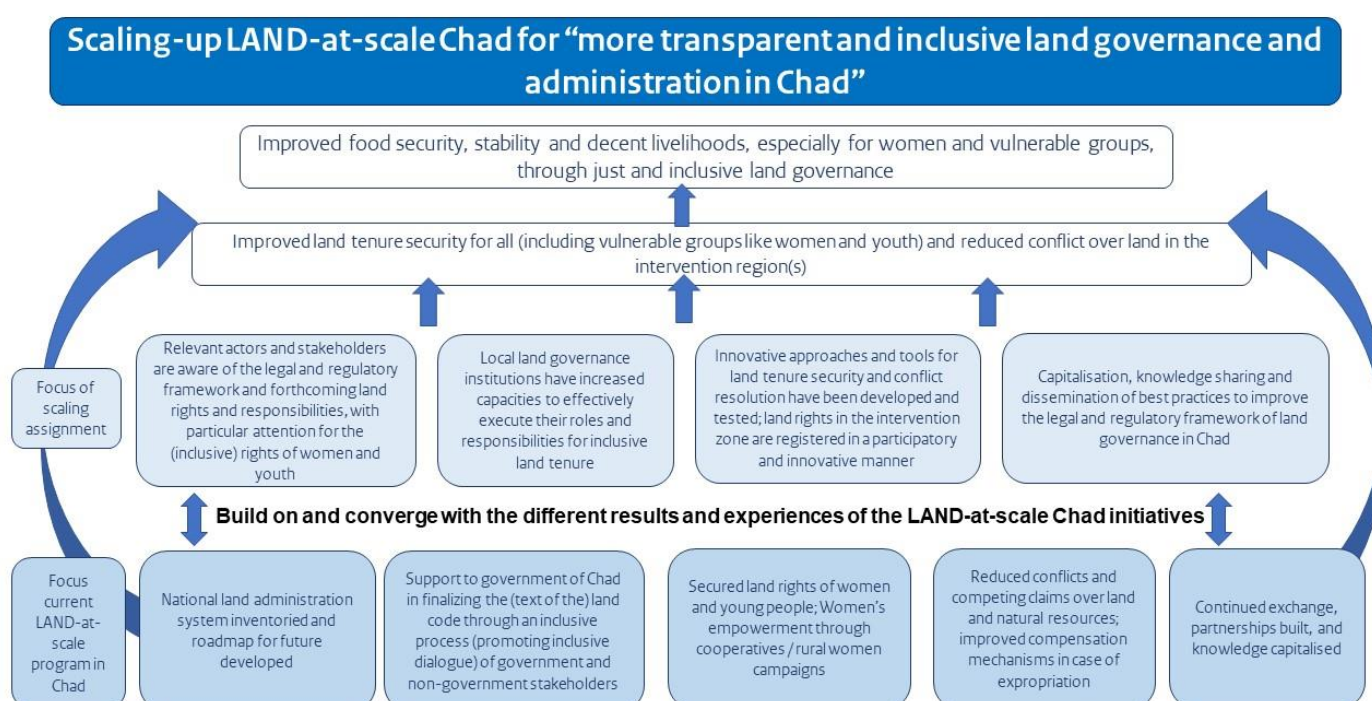
As such the objectives of the project are formulated as follows:

The **impact** of the LAND-at-Scale intervention is improved food security, stability and decent livelihoods, especially for women and vulnerable groups, through just and inclusive land governance.

The **long term outcome** of the project is improved land tenure security for all (including vulnerable groups like women and youth) and reduced conflict over land in the intervention region(s).

The **immediate outcomes** (result areas) of the project are:

- (1) Relevant actors and stakeholders are aware of the legal and regulatory framework and forthcoming land rights and responsibilities, with particular attention for the (inclusive) rights of women and youth;
- (2) Local land governance institutions have increased capacities to effectively execute their roles and responsibilities for inclusive land tenure;
- (3) Innovative approaches and tools for land tenure security and conflict resolution have been developed and tested; land rights in the intervention zone are registered in a participatory and innovative manner;
- (4) Capitalisation, knowledge sharing and dissemination of best practices to improve the legal and regulatory framework of land governance in Chad; the conducive environment for inclusive land tenure security is improved.



Geographical area to be covered

With the objective to forge synergies and converge efforts, one of the intervention areas of the project shall be oriented in the Bahr Linia area, some 30km South-East of N'Djamena. This is a mixed peri-urban and rural area where communities predominantly live of gardening and rice growing, complemented by fruit production, livestock and fish farming. A second intervention zone, with different characteristics, can be proposed and will be explored during the inception phase.

The actual intervention zones shall be determined upon close consultation with the Diplomatic mission of the Netherlands and RVO during the inception phase.

Target groups

The target groups of this project shall be:

- Local land governance institutions and their officials
- Traditional and customary leaders
- Local communities

- Women's representatives and women's groups
- Youth representatives and youth groups
- Regional and national land governance institutions and their officials, including the multistakeholder committee on land governance affairs
- Wider (inter)national land governance community

Project design

In line with the intervention objective set out above, this section explains the project's design consisting of the four result areas introduced above. Per result area a short description is provided as well as a more detailed list of expected activities and deliverables.

For the implementation, the project is divided into an inception phase (6 months) and an implementation phase (30 months).

Result areas, activities and deliverables

Inception phase

The project will have an inception phase of 6 months, focused on learning and gaining a better understanding of the context and feasibility of the project. The inception phase has a two-fold objective: 1) achieve a shared understanding of relevant stakeholders of the project's scope and objectives and 2) to establish a baseline to inform the implementation strategies, including the development of tools to support adaptive programming along the project's lifecycle. We consider this a crucial phase to set the foundation for successful implementation of the project.

To smoothen the implementation of the inception phase, some deliverables that require RVO's approval to proceed shall need to be submitted 8 weeks after the contracting date (pre-inception deliverables) in order to proceed and submit the final deliverables by the end of the inception phase, six months after the contracting date. We expect the Tenderer to plan the activities accordingly to accommodate similar sequencing and interdependencies within the expected activities and deliverables.

The activities to be undertaken during the inception phase:

- Inventory of existing tools and approaches for inclusive land governance;
- Elaborate the Monitoring and Evaluation (M&E) plan², TOC, and set targets in collaboration with the RVO program advisor;
- Conduct a baseline study (quantitative M&E);
- Conduct a context analysis specific to the intervention zone regarding key themes that include, but are not limited to conflict sensitivity, inclusivity with a particular focus on women and youth, and climate change (qualitative M&E);
- Stock-taking on the status of land governance, including a stakeholder mapping, analysis of the institutional framework, the work related to the revision of the land code and policy, and analysis of all previous and ongoing initiatives in land governance;
- Define the institutional anchoring of the project and regularly liaise on this with the RVO/Diplomatic mission; elaborate the governance structure of the project, including the elaboration of the composition and modus operandi of the steering committee;
- Determine the intervention zones in close collaboration with relevant stakeholders, incl. the Netherlands Diplomatic Mission, on the basis of agreed upon selection criteria;
- Capacity assessment of the (institutional) partners and beneficiaries;
- Identify and liaise with other relevant projects, programmes and initiatives and define (intended) collaborations to forge synergies and avoid duplication of efforts;
- Engage in partnership agreements with the relevant stakeholders;
- Participate in the LAND-at-scale KM Programme and elaborate the basis of the project's KM objectives and intended collaboration;
- Elaborate the risk & mitigation strategy for the project;
- Define the foundation for the sustainability strategy of the project;

² Specifications for the M&E plan are detailed below in the chapter monitoring and evaluation.

- Formalise the partnership agreement between partners in the consortium (if applicable).

Deliverables of the pre-inception phase (within 8 weeks):

- Report on status of land governance and proposal institutional set-up of the project;
- M&E plan;
- Partnership agreement consortium (if applicable).

Deliverables of the inception phase:

- Inception report: The report provides a comprehensive analysis of all activities and studies conducted during the inception phase and clarifies its impact on the proposed intervention strategies and the decisions (proposed to be) taken on:
 - Institutional set-up of the project
 - Intervention zone
 - Partnerships and (intended) synergy in action
 - Governance structure

Notable attention should go out to lessons learned and proposed adaptations or deviations. The risk & mitigation matrix should be an integral part of the report.

- Annexed to the report as deliverables must be:
 - Studies (context analysis, baseline study, capacity assessment)
 - Terms of Reference (ToR) composition and mandate of the steering committee
 - ToR for the study visit(s)³
 - Partnership agreements with key institutional land governance partners
- M&E indicator framework with targets
- Proposal for revision of implementation (multi-annual) plan and/or budget (if applicable)

Please see the chapters project organisation and management and monitoring and evaluation for more relevant information on the activities and deliverables described above.

(1) Result area 1: Relevant actors and stakeholders are aware of the legal and regulatory framework and forthcoming land rights and responsibilities, with particular attention for the (inclusive) rights of women and youth

Being aware of your land rights, understanding its value, and knowing the procedures to pursue and uphold your rights are crucial to effectively enjoy land rights. Therefore this result area focusses predominantly on the general awareness of all relevant actors and stakeholders on land rights and land governance. A particular attention will be given to the land rights of women and youth. The formal land laws (Laws No. 23/24/25 of 22 July 1967) recognize the right of any citizen to own land. In practice, however, constrained by the traditional customs, social norms and religious beliefs women and youth in many parts of Chad have limited rights to land, especially to fertile or irrigated land. They obtain access to land through their fathers, husbands or male relatives. This makes their situation and opportunities for a decent livelihood precarious. The project shall specifically aim to promote inclusive land rights, and thus improve the access to land for vulnerable groups, notably women and youth.

A solid understanding of the local customs and practices is of crucial importance to achieve the intended results of this result area. We expect the Tenderer to explicitly respond to this concern in the intervention strategy they propose for this result area.

At least the following activities are to be undertaken:

- Design and conduct awareness raising campaigns on land rights, with particular attention for vulnerable groups, women and youth;
- Design and conduct activities in support of women and women's representative groups to understand and exercise their land rights;
- Design and conduct activities in support of youth and youth representative(s/groups) to understand, seize and exercise their land rights.

³ This is explained in more detail under result area 4

Expected deliverables:

- Communication related to awareness campaigns on land rights for women and youth
- (2) Result area 2: Local land governance institutions are capacitated to effectively execute their roles and responsibilities for inclusive land tenure

Local institutions on land governance are the layer of government operating closest to the population. They are the first point of contact for citizens, and the face of government. It is at this level that the legal framework is proving its effect on the practice. More notably, it is at this level that the customary law, practices and its authorities link up with the formal law. In other words, to ensure land tenure security for all citizens, its practical implication and application at the local level is crucial. The project therefore shall provide technical assistance to local institutions of land governance to make it more effective, inclusive and transparent. Where result area 2 focusses on the capacity building of the local institutions, result area 3 aims to facilitate to bring this knowledge into practices by applying and experimenting with different innovative approaches, methods and tools for land tenure security and conflict resolution that bear the potential to be scaled and have a wider impact. In other words, the two result areas go hand in hand.

The Tenderer is required to elaborate its intervention strategy for this result area, showcasing its solid comprehension of the institutional relations in Chad. During the inception phase the project implementor(s) will have studied and determined the institutional anchorage for the project and will have engaged in partnership agreements with the relevant institutional actors for the duration of the project. Nevertheless, concrete propositions for the institutional anchorage are most welcomed in the proposal already.

At least the following activities are to be undertaken:

- Conduct a study on potential innovations for effective land governance in Chad, with particular attention to the linkage between local and national level, such as the linkage between customary and formal law and the institutional division of roles and responsibilities;
- Design and conduct trainings to institutional partners at local level on relevant topics such as the legal and regulatory framework, roles and responsibilities for integral land governance, inclusive land rights, and inclusive decision-making;
- Provide technical assistance to (local) institutional partners;
- Facilitate and support multidisciplinary and intergovernmental collaboration within the land governance sector.

Expected deliverables:

- Advisory report to key stakeholder on most potential administration and institutional innovations for more effective and inclusive land governance, including concrete recommendations on the way forward
- (3) Result area 3: Innovative approaches and tools for land tenure security and conflict resolution have been developed and tested; land rights in the intervention zone are registered in a participatory and innovative manner

In order to innovate the current land governance practices in Chad, the project shall develop and field-test alternative and innovative approaches, methods and tools that could cover any aspect of land governance (administrative, technical, technological, legal and socio-cultural) to improve the land tenure security for communities in Chad, notably vulnerable groups such as women and youth. In other words, these experiments should lead to best practices that reduce the costs, time, complexity and constraints to formalise land rights and uphold these land rights in an inclusive manner, looking at all forms of land rights acknowledged by the Chadian law. These experiments should take place in the context of actual participatory mapping exercises that lead to land tenure security for the communities involved. This should be considered a learning on the job exercise for the responsible local land governance institutions supported via this project (in harmony with activities under result area 2). This should also be taken into account when selecting the

innovations to field-test. Furthermore, considering the importance of conflict resolution both in the execution of mapping and registration of land as well as in legal recognition of forthcoming formalised land rights, experimentation to reinforce the inclusivity of and the legal recognition for decisions by local authorities responsible for conflict resolution should in all cases be included. Experiences and examples of these kind of innovations are widespread available and the field is constantly evolving. The Tenderer is required to elaborate in the proposal on its strategy how to identify and develop suitable approaches, methods and tools to ensure sustainability of the results. During the inception phase it will become clear which alternative / innovative approaches will be tested.

At least the following activities are to be undertaken:

- Review existing experiences and international examples for innovative approaches and tools and identify the one's to test in the Chadian context (in line with evolutions of the legal and regulatory framework);
- Develop and field-test innovative approaches, methods and tools for land tenure security and conflict resolution;
- Develop and field-test innovative approaches, methods and tools for conflict resolution by local organs and actors responsible;
- Participatory mapping and registry of parcels of selected communities;
- Evaluate the field-tested approaches, methods and tools and identify the best practice;
- Closely collaborate with Chadian land governance institutions at all levels.

Expected deliverables:

- Comparative study report on the evaluation of field-tested approaches, methods and tools identifying the most potential and scalable innovations for effective land governance, with clear recommendations for the way forward;
- Mapping and registration of the land rights.

(4) Result area 4: Capitalisation, knowledge sharing and dissemination of best practices to improve the legal and regulatory framework of land governance in Chad; the conducive environment for inclusive land tenure security is improved

The ultimate goal of this project is for the most effective and promising approaches and tools experimented in the framework of this project ('best practices') to inspire and/or feed into the legal and regulatory framework of Chad, and as such sustain and institutionalise these best practices for a more effective, cost-efficient and inclusive land governance system for the country. The project implementor(s) is required to develop a strategy on how to approach this capitalisation, lobby & advocacy bearing in mind and allowing itself to adapt to the political and institutional evolutions in the country. We expect the project implementor(s) to work closely together with the other stakeholders, including partners of LAND-at-scale in the country, and the Diplomatic Mission of the Netherlands, whilst engaging from its own unique position: putting (local) land governance institutions in the driver seat. We thus expect this project to support and dynamize the Chadian actors to themselves feed into the processes to improve the legal and regulatory framework and practices of land governance in the country. In this spirit, the project shall organise at least 1 study visit for Chadian officials and other relevant actors to a French-speaking country in West-Africa to enable the participants to gain knowledge of how this country has addressed land governance issues similar to those confronting Chad, in terms of the revision of their legal and regulatory framework, intergovernmental collaboration and land governance practices. The to be selected country should be somewhat advanced in their development to be able to study the opportunities and possibilities of a modernised legal and regulatory framework and practices, theoretically and practically. The set-up of this study visit shall be determined in close collaboration with the relevant authorities. The Tenderer is required to elaborate on its intervention strategy to achieve the intended results.

At least the following activities are to be undertaken:

- Set up and maintain a network of relevant stakeholders for the innovation of the land administration in Chad;

- Organise at least 1 study visit to a French-speaking country in West-Africa best suited to study (theoretically and practically) the opportunities and possibilities of a modernised legal and regulatory framework and practices for land governance, for a delegation of Chadian officials and other relevant actors (Terms of Reference needs to be approved by RVO);
- Capitalisation of the experiments conducted, approaches and tools developed and tested in the framework of the project and development of capitalisation products (knowledge sharing materials, reports, tools, case studies, publications etc.);
- Communicate and disseminate on the experiments and best practices of the project in a manner adapted to the specific target audience, at local, regional, national and international level;
- Provide input to the process and relevant network(s) to improve and innovate the legal and regulatory framework for land governance in Chad;
- Facilitate and participate in local, regional and national meetings to the benefit of scaling best practices for effective and inclusive land governance in Chad;
- Partake in coordination meetings of LAND-at-Scale Chad;
- Participate in the [Knowledge Management](#) programme of LAND-at-Scale⁴.

Expected deliverables:

- A minimum of 6 capitalisation products have been elaborated and disseminated;
- Report on the exchange visit to a relevant country in West-Africa.

2.1.6.1 Sustainability and cross-cutting themes

Sustainability of the actions of the project should be at the heart of the implementation strategy from the outset of the project. The project should be designed and set-up in such a way that its actions are sustainable, covering each pillar of the approach FIETS: Financial, Institutional, Environmental, Technical and Social (FIETS). Cross-cutting themes such as conflict-sensitivity, gender & inclusion, climate change and institutional capacity form a red thread throughout the intervention logic. Exemplary to this end is the expected efforts of the project to improve inclusive land tenure security and women's and youth's land rights in particular, through legal literacy and awareness raising campaigns (result area 1), capacity-building of traditional leaders and local officials (result area 2), field-test innovative approaches for inclusive land governance practices (result area 3), and collaborate with partners to improve the legal framework in accordance (result area 4). The Tenderer is expected to be creative and context-specific in their intervention strategy on how to achieve this.

2.1.6.2 Project organisation and management

In this section, some clarification is given about the project's organisation and management and the key players or structures therein. In line with this, the proposal shall define the key denominators of the governance structure of the project which will be further elaborated on during the inception phase.

Contracting Authority: RVO and RVO Programme Advisor

RVO, with funds from the Ministry of Foreign Affairs, runs the LAND-at-Scale program and is the contracting authority for this assignment. This assignment is part of the LAND-at-scale program. RVO will install a program advisor to relate to the implementor(s) of this project, to monitor, and to keep in close contact about progress.

Contractor and project team

The Tenderer will propose a dedicated project team that is responsible for the daily implementation of the project in accordance with the project's activity planning. It is important for this team to operate in or close to the intervention zone and to be visible to the communities they work with. The requirements for the project team and its key experts are set-out in the chapter 3 on requirements. The Tenderer is requested to define all positions in the project team in their proposal.

⁴ Please see the chapter on Knowledge Management for more information.

Netherlands Diplomatic Mission

The Diplomatic mission to Chad of the Kingdom of the Netherlands (EKN) is actively involved in LAND-at-scale Chad. The RVO program advisor will be in regular contact with the representative of the embassy. The diplomatic mission will be in close contact with the implementor(s) to provide strategic guidance and fine tune and synergize lobbying efforts of all LAND-at-scale interventions during project implementation. Close coordination with the diplomatic mission is required for the selection of the intervention zone during the inception phase.

Steering Committee

A Steering Committee will be established for the purpose of providing strategic guidance to the project. The composition and modus operandi for this Steering Committee shall be defined during the inception phase, albeit taking into account the following orientations:

- The Steering Committee shall provide strategic advice to improve the project implementation, whilst bearing in mind that only RVO can approve annual plans and reports
- The Steering Committee will at minimum be composed of the implementor(s), RVO, the Netherlands Diplomatic Mission, and key Chadian stakeholders
- The Steering Committee will meet approximately every 6 months
- The minutes of these meetings will be part of the project file and shared with RVO

Coordination meetings Land Governance in Chad

On the time of writing, no donor coordination forum on land governance exists (yet). The Netherlands is the principal supporter of development initiatives in land governance. Under the leadership of the Diplomatic mission to Chad of the Kingdom of the Netherlands, a coordination meeting will be held on trimestral basis to which representative from all ongoing LAND-at-scale interventions partake (virtually and/or physically in N'Djamena). These meetings serve to coordinate and synergize efforts towards our shared objective(s). Based on the agenda, other stakeholders and partners may be invited to these meetings.

Stakeholders

The Tenderer should be aware of the roles and responsibilities of all organizations involved in or relevant during the implementation of the project and engage in collaboration and synergy in action where possible. This includes the various ministries, government(al) institutions, NGO's, and other stakeholders. Most of these organisations are represented in the multi-stakeholder platform created by MATDHU for the revision of the Land Code and active since 2018. In the same spirit, continuous collaboration and consultation with the other LAND-at-scale initiatives and their implementing partners is required, in part facilitated via the coordination meetings.

The way in which the project (team) shall collaborate with its key partners and stakeholders shall be determined during the inception phase. The project implementor(s) will engage in partnership agreement(s) with key partner(s) of the project to guide the implementation throughout the project.

2.1.6.3 Monitoring & Evaluation

LAND-at-scale as a programme has a programme-wide Theory of Change and a programme-wide result indicator framework to which all projects within the LAND-at-scale portfolio align and contribute. Each project is unique due to its context, objectives and timeline and as such it defines its own Monitoring & Evaluation plan that includes a project-specific M&E indicator framework and a project-specific Theory of Change. To ensure the alignment and coherence between the projects, there are a number of guiding principles to uphold by each project, which are elaborated in Annex 8 of this Tender Document.

The Tenderer should elaborate a project-specific Theory of Change and a project-specific monitoring & evaluation indicators framework as part of their proposal that incorporates:

- Alignment to the LAND-at-scale Theory of Change
- At minimum the LAND-at-scale indicators identified in this Tender Document with the possibility to extend from the LAND-at-scale indicators (see table 1 / Annex 8)

- SMART project-specific output, immediate outcome, long term outcome and impact indicators
- The land related SDG indicators where applicable⁵
- Previous or currently used indicators in land governance initiatives in Chad for continuation (if applicable)
- The underlying assumptions

During the pre-inception phase, the implementor(s) will elaborate the Monitoring & Evaluation plan. This monitoring and evaluation plan will describe clearly the monitoring methods and reasoning behind it, the responsibilities for monitoring and the tools to achieve this. The project's specific Theory of Change and M&E indicator framework are an integral part of the M&E plan. In addition to defining project-specific quantitative indicators, project monitoring should capture qualitative achievements and the progress made by answering the following questions:

- What progress was made towards the intended outcomes and how?
- What worked, what did not work, and why?
- What would you do differently next time?
- How will you incorporate the lessons learned in future project activities?

The project implementor(s) has the freedom to be creative and innovative in these methods, based on the local context and needs.

The project-specific Theory of change and project-specific monitoring & evaluation indicators framework submitted with the proposal shall be finalised in close coordination with RVO during the pre-inception phase, as part of the elaboration of the M&E plan. Once the M&E plan is approved, the project implementor(s) will undertake a baseline study and set the multi-annual targets for its M&E framework on that basis. Both of which will be undertaken during the inception phase.

Selected LAND-at-scale standard indicators for this project

From the LAND-at-scale standard indicators framework the following indicators are selected for this project and should be included into the project-specific indicator framework, complemented with indicators proposed by the Tenderer. You are requested to uphold the reference number of the LAND-at-scale indicators at all times.

Table 1: LAND-at-scale standard indicators (selection)

Output indicators: • Indicator 2A.2: Number of people (f/m) reached through justice awareness campaigns • Indicator 2A.4: Number of inclusive law and policy reform initiatives advanced • Indicator 2A.5: Number of perception studies and justice needs surveys conducted with NL support • Indicator 2B.1: Number of people (f/m) trained in conflict resolution skills • Indicator 2B.2: Number of studies on drivers of conflict or political governance perception surveys conducted with NL support • Indicator 4A.1: Number of individuals with strengthened competencies to advance women's rights and gender equality • Indicator 4A.2: Number of organizations with strengthened capacity to advance women's rights and gender equality
Outcome indicators: • Indicator 1A.1: Number of people that enjoyed secure tenure rights to land • Indicator 1A.2: Number of (inter)national institutions that contributed to improved (sub)national land governance aspects • Indicator 2A.1: Number of people with access to justice • Indicator 2A.3: Number of (formal/informal) justice institutions strengthened in terms of fairness, effectiveness, accountability or independence

⁵ For an overview of the 8 land related SDG targets and 12 land related SDG indicators see: <https://landportal.org/book/sdgs>

- Indicator 5C.1: Number of advocacy initiatives carried out by CSOs, for, by or with their membership/ constituency
- Indicator 5A.2: Number of laws, policies and norms/attitudes, blocked, adopted, improved for sustainable and inclusive development

Impact indicators:

- Indicator 5A.1: Number of laws, policies and norms, implemented for sustainable and inclusive development

Evaluation

The project is expected to undertake both a midterm evaluation and a endline evaluation. A mid-term evaluation will be carried out half-way throughout the project by an independent party*. The midterm evaluation serves the purpose to *reflect* whether the intervention approach is beneficial and on the right track towards reaching the objectives, to *learn* from lessons to date, and will give insights in how to change or *adjust* the approach to be more effective (*adaptive programming*). The endline evaluation will serve the purpose to determine whether the intervention approach has been successful in achieving the objectives as anticipated, identify the keys to success and define concrete recommendations that inform the exit strategy of the project. The endline evaluation should be executed by an external party.

The Terms of References for both evaluations will be proposed by the implementor(s) and require approval from RVO before contracting an independent party. The reports will be discussed in detail with RVO and within the steering committee. Financing for both midterm and endline evaluations will come from the project budget.

*An “independent party” must be: an entity/person carrying out a review and/or evaluation free of the control of those responsible for the design and implementation of the development intervention. This means that an independent person, working for (one of) the implementor(s), is allowed to be involved in the review. The hours budgeted for the midterm must be included in the project budget.

Reporting

The reporting requirements set out for this project are clarified under chapter 3. During the inception phase RVO and the project implementor(s) will agree on the formats for reporting.

All costs required for M&E should be budgeted for in the proposal.

2.1.6.4 Knowledge Management programme

Learning is an essential component of the LAND-at-scale programme. To this end, LAND-at-scale (LAS) has a Knowledge Management (KM) programme that holds as its objective “the impact of the LAS programme and individual country projects is scaled and catalyzed through an increased understanding of relevant processes, stakeholders and contexts”. The work of the KM programme should converge with and reinforce the initiatives undertaken by the individual projects. It does so via 4 knowledge management strategies that interact at programme and country-level, each led by a different implementing partner:

- (academic) Knowledge generation (academic partnership led by UU)
- (country-level) Experience capitalisation (KIT)
- Knowledge dissemination and exchange (LandPortal)
- Knowledge use, uptake and local embedding (ILC & Oxfam)

Similar to all other projects in the LAND-at-scale project portfolio, this project will be included into the KM Programme and benefit from its accompaniment, in support of the related project specific activities undertaken by the project itself (notably as part of component 4). We expect from project implementors to participate in larger LAND-at-scale events to disseminate their lessons learned and learn from other LAND-at-scale projects. Budget for these general LAND-at-scale events is for the large part covered by the KM programme. Reflections on how to align to the KM programme and how to benefit from the collaboration are welcomed in the proposal. The Tenderer is required to define this more extensively during the inception phase.

2.1.6.5 Risk analysis and mitigation

The situation in Chad is complex, politically sensitive and potentially dangerous. The context wherein the project shall operate is highly dynamic and may present risks to the implementation, both contextual and project specific. The countries political and institutional future after the transition period, the impact of the conflict in neighbouring Sudan or the global price of oil are just a few examples of contextual developments that may have an impact on the country and the project. In order to achieve the intended results of this project, the project implementor(s) should be capable to read the situation, understand developments, anticipate risks and adopt adequate mitigation measures. Adaptive programming is a key to make this project a success.

To this end, the Tenderer is required to submit a risk assessment identifying contextual and project-specific risks, assessing their likeliness and proposing mitigation measures in their proposal. To finetune the risk assessment, the inception phase will develop a more detailed project risk & mitigation strategy, after the conflict sensitivity analysis has been carried out. Over the course of the project, the project implementor(s) will regularly update and report on the risk assessment, which we consider an important tool for adaptive programming.

Grievance Mechanism

The project will establish a grievance mechanism at field level to file complaints during project implementation. Contact information and information on the process to file a complaint will be disclosed in all meetings, workshops and other related events throughout the life of the project. In addition, it is expected that all awareness raising material to be distributed will include the necessary information regarding the contacts and the process for filing grievances. The project will also be responsible for documenting and reporting as part of the safeguards performance monitoring on any grievances received and how they were addressed. Following the identification of stakeholders and stakeholder engagement plans, grievance mechanism will be set in place and communicated to stakeholders, to ensure that no stakeholders are negatively affected by project activities.

2.2 Lots

The invitation to tender has not been divided into lots, because this is a homogeneous assignment.

2.3 Contract Period

The Contracting Authority intends to conclude a Contract for a period of 36 months, starting from the contracting date⁶.

2.4 Scope of the assignment

The Tendering Authority has estimated a maximum total contract value of EUR 2,300,000.- (exclusive of Dutch VAT and including all local VAT and fees).

The estimated value is an indication from which no rights can be derived. This Tender Document was created using up-to-date knowledge and insights valid at the time of its formulation.

It is possible that the services specified in the contract and/or the number of Participating Party/Parties 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.

2.5 Safety situation

The assignment takes place in Chad. The current safety situation according to the Dutch Ministry of Foreign Affairs can be found on the website of the Dutch Government. In case the safety situation

⁶ Disclaimer: The project end date is no later than December 2026.

doesn't allow local travel, it may be decided to postpone parts of the project or work with distant coaching or other online forms. We advise the tenderer to follow the safety advise of their respective countries.

3. Requirements to this assignment

This section includes the requirements set by the Tendering Authority concerning the requested services and the prices and rates.

By submitting a Tender, you as Tenderer, explicitly consent to all requirements and conditions specified in this Tender Document and declare that you will continue to comply with these throughout the entirety of the contract period. Furthermore, you confirm that you will comply with all of the specified prices and rates, including any agreed indexation. Failure to comply with one or more requirements will result in your Tender being disqualified from the assessment process and therefore excluded from the tendering process.

3.1 Requirements relating to services requested

- The services provided under this contract are predominantly executed in Chad.
- When executing the assignment, the contractor will comply with all relevant Dutch and Chad laws and regulations.
- The Contractor is required to engage in agreements with its key stakeholders during the inception phase, including potential consortium partners.
- During the project, there will be regular updates between program advisor of RVO, a representative from the Diplomatic Mission of the Kingdom of the Netherlands in N'Djamena and the implementing project team to monitor progress, lessons learned and learning (online). In the case of eventful circumstances or calamities, RVO will be informed immediately.
- Prior to the delivery of final deliverables, the Tenderer will provide a draft report. In your planning, both the Tenderer and the Contractor will take into account a period of at least 2 weeks for commenting and processing the comments.

3.2 Requirements relating to the results monitoring of the project

The Tenderer should provide a monitoring and evaluation framework for project-specific output and outcome indicators that measure the results of the project activities of this assignment. This framework should include the monitoring methods and the reasoning behind this. In addition to defining project-specific quantitative indicators, project monitoring should capture qualitative achievements and the progress made. The contractor has the freedom to be creative and innovative in these methods, based on the local context and needs.

This M&E framework should be based on the LAND-at-scale indicators, see below in table 1 and annex 8.

Learning is an essential component of the LAND-at-scale program. Tenderer(s) are willing to participate in larger LAND-at-scale events to disseminate their lessons learned and learn from other LAND-at-scale projects.

Table 1: LAND-at-scale indicators

The contractor may add or change indicators and means of verification as deemed opportune, however, at least a number of the below indicators should be included (see table 1, chapter 2.1.6.3).

Food and Nutrition Security (FNS)		
Result area	Indicator	Level
Enablers for FNS - land rights	Number of people that enjoyed secure tenure rights to land	Outcome
Enablers for FNS - land rights	Number of (inter) national institutions that contributed to improved (sub)national land governance aspects	Outcome
Increased productivity and income	Number of small scale food producers directly reached	Output
Increased productivity and income	Number of small scale food producers indirectly reached	Output

Climate		
Result area	Indicator	Level
Forests and Land Use	Adoption and implementation of inclusive forest (smart) public and private policies, plans, commitments and practices in the landscape / jurisdiction	Outcome
Forests and Land Use	Number of beneficiaries (m/f) supported by projects and programs on sustainable agriculture and/or forestry practices in the landscape / jurisdiction	Outcome

Security and Rule of Law		
Result area	Indicator	Level
Rule of Law	Number of people (f/m) with access to justice	Outcome
Rule of Law	Number of people (f/m) reached through justice awareness campaigns	Output
Rule of Law	Number of (formal/informal) justice institutions strengthened in terms of fairness, effectiveness, accountability or independence	Outcome
Peace processes & political governance	Number of people (f/m) trained in conflict resolution skills	Output
Peace processes & political governance	Number of inclusive law and policy reform initiatives advanced	Output
Rule of Law	Number of perception studies and justice needs surveys conducted with NL support	Output
Peace processes & political governance	Number of studies on drivers of conflict or political governance perception surveys conducted with NL support	Output

Private Sector Development (PSD)		
Result area	Indicator	Level
Strengthened economic governance and institutions	Number of strengthened (farmer/workers/entrepreneurs/traders) organisations for a sustainable local business climate	Outcome
Strengthened economic governance and institutions	Number of members of supported organisations	Outcome

Civil Society Development		
Result area	Indicator	Level
Improved laws, policies, norms, attitudes and practices	Number of laws, policies and norms, implemented for sustainable and inclusive development	Impact
Improved laws, policies, norms, attitudes and practices	Number of laws, policies and norms/attitudes, blocked, adopted, improved for sustainable and inclusive development	Impact
CSO involvement	Number of times that CSOs succeed in creating space for CSO demands and positions through agenda setting, influencing the debate and/or creating space to engage	Outcome
CSO capacity	Number of advocacy initiatives carried out by CSOs, for, by or with their membership/constituency	Outcome

Women's Rights and Gender Equality		
Result area	Indicator	Level
Strengthened capacity of women	Number of individuals with strengthened competencies to advance women's rights and gender equality	Output

Strengthened capacity of women	Number of organizations with strengthened capacity to advance women's rights and gender equality	Output
Strengthened capacity of women	# stakeholder assessments that have specifically addressed woman and girls in a gender sensitive manner.	Output
Strengthened capacity of women	# and type of gender aware activities operationalized based on suggestions from woman and girls	Output
Strengthened capacity of women	# and type of gender transformative activities operationalized based on suggestions from woman and girls	Output

3.3 Requirements relating to the staff: Key experts, non-key experts, support staff and backstopping

The Tenderer shall provide the adequate staff (in terms of expertise and time allocation) in order to complete efficiently all the activities required under the scope of this assignment and to achieve the objectives of its contract in terms of time, costs and quality.

The Tenderer is required to propose and mobilise a project team operating from or close to the intervention zone and to base this personnel at an office. In the proposal the Tenderer shall propose the final composition of the project team, in line with its intervention strategy, that comprises at minimum of the key-experts mentioned below, which could be enlarged by key-experts, support staff and supported in implementation by non-key or short-term (inter)national experts and backstopping staff. The Tenderer shall supply all staff necessary for the proper fulfilment of his obligation, the costs of which should be included in the budget.

CVs for non-key experts, support staff and backstopping do not have to be submitted in the proposal, but the Tenderer will demonstrate in its proposal how these experts will be selected and mobilised. In the case of non-key experts, the proposal shall elaborate on the expertise fields to be mobilised, the number of working days and specify on international or national experience.

All staff and experts are required to have good command of French written and spoken.

Project Team

The project team should consist at minimum of the following positions. The Tenderer shall submit CVs of the individuals that are proposed for the following positions.

Team Leader:

- At least a master's degree in a relevant field (political science, social science, development studies, rural development, law)
- At least 8 years of experience as a team leader of complex institutional and multi-stakeholder capacity building projects and programs
- At least 8 years of experience with implementing local/community-level development projects in francophone Africa
- Proven experience to perform in politically sensitive and institutional environments and to collaborate with senior government officials
- Proven experience working in fragile states
- Strong skills in project cycle management
- Excellent command of French (written and spoken)
- Excellent communication and networking skills

Besides the Team Leader, the project team should at least have:

Key expertise on Land governance and institutional capacity building:

- A master's degree in a relevant field (Development studies, rural development, economy, social sciences, law, political science)
- 5 years of experience in the field of (local) land governance in francophone Africa
- 5 years of experience in (local-level) institutional capacity building projects and programs in francophone Africa
- Proven experience on inclusive development processes (gender, youth, inclusive decision-making, participatory and/or community-led approaches)
- Proven experience working in fragile states
- Good command of French (written and spoken)

Key expertise on Land registration & Geographic Information Systems (GIS)

- Relevant academic training and/or experience in geo-referencing and mapping, GIS or alike
- 5 years of experience in land registration processes
- 5 years of experience in development projects and programs in francophone Africa
- Proven understanding of multiple technological solutions and approaches (instruments, tools, software) available for geo-referencing, participatory mapping and data-information systems
- Good command of French (written and spoken)

3.4 Requirements relating to Reporting

The following schedule applies to the delivery of reports and results. The results will be considered as means of verification. Payments are linked to the approval of annual reports by RVO.

All reporting and correspondence of this project shall be in French, except for an Executive Summary and all financial documentation, which shall be done in English. The project can use communication materials in other languages that the context requires.

Report	Recipients	Deadline
Pre-inception deliverables (M&E Plan, etc.)	RVO	8 weeks after contracting
Inception report and deliverables	RVO	6 months after contracting
Update M&E indicator framework	RVO	15 July each year
Annual narrative and financial report	RVO	2 months after the close of the 12 months of implementation (the first 14 months after contracting)
Annual narrative and financial workplan	RVO	2 months before the new 12 months of implementation start (the first, 10 months after contracting)
Report midterm evaluation	RVO	20 months after contracting
Report endline evaluation	RVO	3 months before end of contract
Final narrative and financial report	RVO	3 months after end of contract
Intermediary audit report	RVO	With annual financial report year 1 or 2 (upon choice implementor(s))
Final (financial) audit report (ISA 800/805 Audit)	RVO	3 months after the end of contract

3.5 Requirements relating to the security situation

- 3.5.1 The Tenderer has internal safety management procedures. It will provide a description of its stand-by and crisis management system.
- 3.5.2 The Tenderer has a support and repatriation contract for services provided abroad by its employees. He will provide the justifying certificate.
- 3.5.3 In the case of consortium, all experts based outside Chad will have to be covered by a contract of assistance and repatriation.

3.6 Requirements relating to Corporate Social Responsibility (CSR)

- 3.6.1 You must inform the contracting authority within 2 weeks after you first hear of facts and circumstances that may indicate use of forced labour or child labour by a party or parties mentioned and/or involved in the implementation of the project.

- 3.6.2 You must demonstrate that you endeavour to prevent serious sexual and other misconduct and other serious forms of inappropriate behaviour towards employees, project beneficiaries and other individuals when implementing the proposed activities, and that in the event of such incidents, they will act as promptly as possible to put an end to the misconduct or inappropriate behaviour and mitigate the consequences. Therefore you need to submit an integrity policy, codes of conduct or other relevant documents (form free). Signed by all project partners. Including:
- What the organization understands by sexual harassment and cross-border behavior;
 - What kind of reporting procedure is present within the organization in case of sexual intimidation or other cross-border behavior;
 - The handling procedure for these kinds of reports or signals;
 - What actions are taken should the presence of sexual intimidation or other inappropriate behavior be confirmed;
 - The way in which the organization reports on this and reports to the authorities, including donors.
- 3.6.3 You must obtain all the necessary licences, permits and other documents for implementation of the project that are required by the authorities of the country of implementation of the project. Environmental aspects of the project must be managed responsibly. The standard methods for preventing a negative impact on the environment must be employed. With respect to hardware items purchased as part of this project, you are responsible for obtaining the usual/conventional warranties from the hardware supplier.
- 3.6.4 Projects are expected to set an example in their respective sector with regard to Corporate Social Responsibility (CSR), should try to limit any negative impact and pursue opportunities for added value and 'doing good'. While implementing the project you should therefore acknowledge and apply to the following guidelines: the Voluntary Guidelines on the Responsible Governance of Tenure of Land, Fisheries and Forests in the Context of National Food Security (VGGT), the OECD Guidelines for Multinational Enterprises, and the ILO Declaration on Fundamental Principles and Rights at Work.
- 3.6.5 You are not allowed to use artificial schemes to make your profits appear lower or reduce the amount of withholding tax payable by you related to the project. An artificial scheme is any legal scheme that is wholly or partly aimed at avoiding tax.

3.7 Requirements relating to the prices/rates

- 3.7.1 The Tenderer will provide an overview of the prices and rates applicable to this assignment by filling in the appendix entitled 'Financial Proposal'.
- 3.7.2 The price/rates must be all inclusive. In any event, they must include all of the following: wage costs, overheads (e.g. accommodation and wage costs for support staff), costs relating to the use of equipment and machinery during the assignment, insurance costs, any applicable costs for e-invoicing, and local travel and accommodation expenses.
- 3.7.3 The Tenderer will provide a budget with fixed daily rates, specified according to the various duties. You will give the total price, which is € 2,300,000.- maximum for the duration of the agreement, excluding Dutch VAT and including all local VAT and fees, and cannot be indexed. The Tenderer will charge on the basis of actual realised costs up to the maximum total price.
- 3.7.4 The Tenderer will not submit any zero or negative prices/rates.

3.8 Tax-related requirements

- 3.8.1 The Tenderer indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (*Belastingdienst*) or other tax authorities.
- 3.8.2 The Tenderer will quote the prices according to the following structure:
- the amount excluding Dutch VAT and any VAT due outside the EU;
 - the amount of Dutch VAT due (if applicable) and the amount of any VAT due outside the EU, and;
 - the amount including Dutch VAT (if applicable) and any VAT due outside the EU.

- 3.8.3 If the Tenderer indicates that no VAT is applicable, then he agrees to provide documentary proof of the grounds for this to the Contracting Authority within fifteen calendar days of the request to do so.
- 3.8.4 You are liable for any extra costs for Dutch and/or foreign VAT due if you incorrectly charge no VAT or an incorrect amount of VAT to the Contracting Authority. If applicable, you are liable for accurate payment of VAT in the Netherlands and outside the EU, with the exception of the case stipulated in the following sentence. If the Contracting Authority procures a service from a foreign business and Dutch tax law considers the work to have been performed in the Netherlands, then the Contracting Authority is liable for the payment of VAT to the Dutch Tax and Customs Administration for this/these service(s) performed in the Netherlands.
- 3.8.5 You guarantee that the amounts specified in the quotation are inclusive of all taxes and levies (including amounts considered equivalent to taxes or levies), regardless of their description and wherever in the world they may have been levied.
- 3.8.6 You indemnify the Contracting Authority against any claims from any tax authority for any taxes, levies or contributions considered equivalent to taxes or levies, originating from either the Netherlands or outside the Netherlands.
- 3.8.7 Given the nature of this assignment, which includes development cooperation that exclusively benefits a developing country, a VAT rate of 0% applies to the amount specified on the quotation provided the Contractor is established in the Netherlands and his organisation is registered as an entrepreneur for VAT purposes. **For extra certainty in this matter**, you can request a declaration of exemption from VAT from the tax inspector. More information on this matter can be found within the decree issued by the Ministry of Finance on 21 September 2015 (no. BLKB/2015/76M).
If you submit a statement from the tax inspector within 60 days of the award of the Contract that specifies that a **different** VAT rate applies, then the contract price will be increased to include the applicable VAT rate.
You are liable for any costs (extra or otherwise) in the event that you incorrectly charge no VAT or an incorrect amount of VAT to the Contracting Authority.
- 3.8.8 If you believe that your work is being taxed simultaneously (in part or in full) in both the Netherlands and a foreign country (outside the EU), then you agree to provide evidence from the foreign tax authorities in question that prove VAT has been levied on one of the services/amounts substantiated by you in the quotation. You will provide this statement in English. If the statement from the foreign tax authorities is not in English, then you agree to provide a sworn translation of this statement, the costs of which will be borne by you.

3.9 Invoicing requirements

- 3.9.1 The following payment schedule applies:

Payment	Deadline
Payment of 10% at the start of the contract	Within 4 weeks after this Contract has been signed
Set-up of payment scheme for 80% that will be based on reporting	Payment within 2 weeks after the inception report has been accepted
	Payment within 2 weeks after the annual narrative and financial workplans has been accepted
10% after approval of the final product	Within 2 weeks after the final narrative and financial report has been accepted

- 3.9.2 You must include a summary of the actual hours/days worked in accordance with the applicable rates.

- 3.9.3 **For companies established in the Netherlands only**
E-invoicing

The general terms and conditions that apply to this contract contain a provision that invoices must be sent electronically (not in pdf). This can be done in 3 different ways:

- The invoicing portal of the Dutch government
- E-invoicing with your own (accounting) software package through Peppol
- E-invoicing through a service provider.

For companies not established in the Netherlands

The paragraph concerning e-invoicing does not apply to companies located outside of the Netherlands.

3.10 Environmental and social requirements

- 3.10.1 RVO wants to decrease its environmental footprint and has a “digital first” strategy, which means that activities (involving international Experts) must be done as much as possible through digital means.
- 3.10.2 The Contracting Authority would like to work with Parties who are socially responsible. In general, it is important to the Contracting Authority that the execution of assignments has no (or as little as possible) negative impact on the environment and the climate. Preferably, assignments carried out by teams in which diversity and inclusiveness are self-evident and by organisations that provide space for people with a distance to the labor market.

4. Requirements concerning the Tenderer

4.1 Introduction

In this section, you can find the requirements set by the Tendering Authority to determine whether particular Tenderers are suitable to be awarded the Contract. For this purpose, Exclusion Grounds and Suitability Requirements have been set.

You can indicate whether or not the Exclusion Grounds apply to you and whether or not you are in compliance with the Suitability Requirements by completing the 'European Single Procurement Document'.

The 'European Single Procurement Document' is a PDF file that has been partially filled in for you. You must fill in the rest of the form, print it, legally sign it, scan it and submit it together with your Tender via TenderNed (see paragraph 7.3.15).

4.2 Exclusion Grounds

The following Exclusion Grounds are specified in the annex 'European Single Procurement Document':

- all Exclusion Grounds specified in Part III A and B;
- the Exclusion Grounds in Part III C of the 'European Single Procurement Document' that have been selected by the Tendering Authority by means of the tick boxes.

See Section 7 for information on how to submit a Tender in collaboration with other organisations. This section specifies who must provide a completed and signed European Single Procurement Document during the process of submitting a Tender.

The evidence relating to the Exclusion Grounds does not have to be submitted together with the Tender: it is only required once the Tendering Authority requests it.

Please note: The process of applying for a GVA (certificate of conduct) can take several weeks.

For information on types of evidence, see Section 2.89 of the Public Procurement Act.
<http://wetten.overheid.nl/BWBR0032203/2016-07-01>

The evidence consists of:

1. Extract of Trade Register (no older than 6 months see §4.3)
2. 'Certificate of Conduct for procurement' ('Gedragsverklaring Aanbesteden' -no older than 2 years)
3. Tax statement (no older than 6 months)

The Tendering Authority, to which a Tenderer submits data in order to prove that the exclusion grounds referred to in Article 2.86 or Article 2.87 do not apply to the Tenderer, also accepts data and documents from another Member State, from the country of origin of the Tenderer or from the country where the Tenderer is established, that serve an equivalent purpose or that show that the exclusion ground does not apply to Tenderer.

Please refer to <https://ec.europa.eu/tools/ecertis/search>
eCertis is the information system that helps you identify different certificates requested in procurement procedures across the EU.

4.3 Suitability Requirements

The purpose of the Suitability Requirements is to assess whether the Tenderer is suitable to fulfil the Contract in the opinion of the Tendering Authority.

By signing the annex 'European Single Procurement Document' (which uses the term 'Selection Criteria' to refer to the Suitability Requirements), the Tenderer declares that he complies with the

Suitability Requirements as specified in this subsection of the Tender Document. These Suitability Requirements are further specified in the subsequent paragraphs in this section.

4.3.1 Financial and economic standing

By signing the 'European Single Procurement Document', the Tenderer declares:

- a. That he possesses sufficient financial and economic capacity to fulfil the contractual obligations.
- b. That the Tenderer is unaware of any possible claims against him that may compromise his organisation's financial-economic capacity or continuity, and that no investment is required during the Contract period that may have a similar compromising effect.
- c. That the Tenderer has a sufficient level of professional and/or statutory liability insurance for the fulfilment of the assignment and that in the event of the Contract being awarded to him, will remain sufficiently insured throughout the duration of the assignment(s).

Evidence (do not submit together with the Tender – only submit it when requested to do so):

Proof of the economic operator's economic and financial standing may, as a general rule, be furnished by one or more of the following references:

- a. appropriate statements from banks or, where appropriate, evidence of relevant professional risk indemnity insurance;
- b. the presentation of financial statements or extracts from the financial statements, where publication of financial statements is required under the law of the country in which the economic operator is established;
- c. a statement of the undertaking's overall turnover and, where appropriate, of turnover in the area covered by the contract for a maximum of the last three financial years available, depending on the date on which the undertaking was set up or the economic operator started trading, as far as the information on these turnovers is available.

If the data of the Tenderer's parent/holding company is used in relation to the aspect of financial-economic capacity, then the Tenderer must provide a statement from the parent/holding company that specifies that the parent/holding company unconditionally acts as a guarantor for the obligations to be undertaken by the subsidiary company and any debts arising from the Contract incurred by the subsidiary company. The statement by the parent/holding company must be signed by a legally authorised representative.

4.3.2 Reference data (technical qualifications)

The Tendering Authority has set the following core competences, which demonstrate experience with essential aspects of the assignment:

- Experience of working with rural land rights and inclusive land governance in a Sahelian context;
- Experience in multi-stakeholder network building and capacity building.

By signing the 'European Single Procurement Document', the Tenderer declares that he has carried out at least one reference assignment for each of the core competences listed above that meets the following minimum requirements:

- The subject of the reference assignment must be comparable to the core competence in question.

The reference assignment must have been executed or completed within the five years prior to the closing date for the submission of tenders. If the Tenderer uses an assignment that is not yet fully complete, then only the completed results of the ongoing assignment can be submitted for reference purposes: projected results cannot be taken into consideration.

Assignments including one or more subcontractors can only be used as reference assignments if the subcontractor(s) in question will be involved in the fulfilment of the Contract and if the Tenderer can and will make use of the knowledge and experience of the subcontractor(s) in question during the fulfilment of the assignment.

Evidence (do submit together with the Tender):

You may not provide more than one reference for each core competence. If a single reference testifies to multiple competences that comply with the applicable requirements, then you can use the same reference for these different core competences.

Provide one reference assignment for each of the core competences mentioned above. The reference(s) must be signed by the referee (the contracting authority in question). Please use Annex 6 "Reference assignments" to describe the reference assignments.

If required, the Tendering Authority reserves the right to check the accuracy and completeness of the references and to contact one or more of the reference parties without the Tenderer's involvement or permission.

4.4 Professional/trade register extract

The Tendering Authority expects the Tenderer to be authorised to practise his trade. For this reason, the Tendering Authority reserves the right to ask the Tenderer to demonstrate that he is registered in the professional register or in the trade register referred to in Annex XI of EU Directive 2014/24/EU in accordance with the regulations applicable in the country in which he is established.

It is also vital that the signed documents included in the Tender have been signed by a legally authorised representative of the Tenderer. For this reason, the Tendering Authority can also ask the Tenderer who is awarded the contract to demonstrate the legal validity of the signature.

Evidence (do not submit together with the Tender – only submit when requested by the Tendering Authority).

In order to establish the legal validity of the signed statements, declarations and other evidence, it is vital that a recent and up-to-date (**max. six months old**, counted from the time of submission of the Tender) extract from the professional register or trade register is provided in compliance with the provisions stipulated in Section 2.98 of the Public Procurement Act. The extract must demonstrate the legal authorisation of the signatory.

If the signatory of the statements, declarations and other evidence is not featured on the extract, then authorisation of the signatory must be provided by one of the parties featured on the extract, in the form of a statement declaring that the signatory was authorised to legally bind the Tenderer at the time that he signed the documents.

In the event that the Tender involves a collaboration (consortium), then every member of this collaboration must provide the aforementioned evidence separately.

5. Award criteria and assessment

5.1 Introduction

This Section concerns the award criteria. The Tenders are assessed based on the award criteria. Your response to the award criteria must be included in your Tender. In your response, you must take into account the requirements set in Section 3.

A maximum of 90 points can be obtained for your response to the written award criteria. If the written responses to the qualitative criteria are valued with a total score lower than 60 points out of the maximum 90 points that can be obtained for these criteria, the Tender is set aside and excluded from further participation in the tendering process and will not be further assessed on the price.

40 points maximum	Quality of the Project Approach and Methodology
20 points maximum	Quality of the Team Leader
30 points maximum	Quality of the Project Team
10 points maximum	Total price offered (exclusive of Dutch VAT and including all local VAT and fees)

The Tenderer must submit a Tender that contains the following:

- Understanding of the assignment
- Analysis of the context and the challenges and opportunities it presents
- Conflict and actor analysis of local land governance, including a risk and mitigation strategy
- A clear description of the approach and methodology for the execution of the assignment, including the following specifications:
 - Implementation strategy for the main result areas to achieve intended outcomes
 - Planning of activities
 - Description of the deliverables
 - Governance of the project, including composition of the team and Steering Committee
- Approach to ensure the sustainability of results
- A Project budget for the full duration of the project, differentiated per year and specifying on human resources, activities cost organised per result area, logistics, and other costs, by using Annex 2: Financial Proposal
- Proposition for M&E framework in accordance with the specifications described in chapter 2
- CVs of the key experts

5.2 Quality criteria

5.2.1 Award criteria relating to the Project Approach and Methodology

Max. no. of points available: 40	Assessment aspects (Understanding of the assignment)
5	The extent to which the Tenderer elaborates on the context and its challenges and opportunities regarding this assignment, and how these will be addressed and managed throughout the project
5	The extent to which conflict and actor analysis of local land governance, including a risk and mitigation strategy regarding this assignment has been elaborated upon
20	Approach and Methodology including the following specifications: • The extent to which the implementation strategy for the main result areas to achieve intended outcomes is realistic and convincing

	• The extent to which the planning of activities is realistic and detailed • The extent to which the deliverables are well explained in this assignment • The extent to which the governance of the project is convincing, including the composition of the team and the Steering Committee
10	The extent to which the approach, to ensure the sustainability of results, is well thought through

5.2.1 Award criteria relating to the Team Leader

Max. no. of points available 20	Assessment aspects
5	Degree of experience in international project management as Team Leader (such as managing and coaching teams) of complex, multi stakeholder projects specifically in rural areas in francophone African countries, and degree of experience with leading capacity building programs and the institutionalization of the results (regulatory, implementation structures, financially)
5	Degree of experience with customary land tenure systems and land governance, preferably in francophone Africa
5	Degree of experience with a diversity of government services and non-government stakeholders at local, regional and national level, preferably in francophone Africa
5	Degree of having, and being able to approach an extensive network in the land governance sector in Chad, both governmental and non-governmental (e.g. donors, financial institutions)

5.2.2 Award criteria relating to the Project Team

Max. no. of points available 30	Assessment aspects
5	Degree of experience in working with customary rights in Chad, land conflict management, and legal processes and institutions
5	Degree of experience on inclusive development processes (gender, youth, inclusive decision-making, participatory and/or community-led approaches)
5	Degree of experience with multi-stakeholder (government, professional organizations, organized civil society; communities and customary authorities)
5	Demonstrated capacity to organize high level consultations with government
5	Degree of experience with decentralization and local governments, at all levels - national, regional, communal level, preferably in francophone Africa
5	Degree of operational experience with capacity building and institutionalization of these processes in francophone Africa

5.3 Assessment method for qualitative award criteria

During the assessment, the assessment team will work in accordance with the following scale for the weighting of the quality criteria.

Quality of the response	Weighting percentage of the maximum points available per preference
Excellent, with great added value	100%
Very good, with some added value	90%
Good	80%
Ample	70%
Satisfactory	60%
Average	50%
Fair, not completely satisfactory	40%
Unsatisfactory	30%
Poor, insufficient	20%
Very poor, insufficient	10%
No response provided	0%

5.4 Assessment of preferences in relation to prices/rates

Points will be awarded according to the total price offered in the offer according to the following table, up to an maximum of 10 points (use Annex 2).

Offers with a price above € 2,300,000.- (exclusive of Dutch VAT and including all local VAT and fees) will be rejected. The points awarded for the total price will be based on the price ranges specified in the following table:

Total price in Euros offered (exclusive of Dutch VAT and including all local VAT and fees)	Points awarded
Offer is lower than 2,000,000	10 points
Offer is 2,000,000 or higher	9 points
Offer is 2,025,000 or higher	8 points
Offer is 2,050,000 or higher	7 points
Offer is 2,075,000 or higher	6 points
Offer is 2,100,000 or higher	5 points
Offer is 2,125,000 or higher	4 points
Offer is 2,150,000 or higher	3 points
Offer is 2,200,000 or higher	2 points
Offer is 2,250,000 or higher	1 point
Offer is 2,300,000	0 points
Offer is higher than max. price 2,300,000	Rejection of the tender

6. Assessment of the Tender

6.1 Assessment of the Tender's completeness and legal validity

The Tender will be assessed according to the following procedure. The Tendering Authority will check whether:

1. all required documents have been provided (see the checklist in the subsection 'Structure and content of the Tender' in Section 7);
2. the information is correct and complete, and no adjustments have been made to the documents provided by the Tendering Authority;
3. no provisos have been made by the Tenderer (e.g. specifying that the Tenderer's own terms and conditions apply);
4. the 'European Single Procurement Document' has been completed in full and has been legally signed.

In the event that the aforementioned requirements have not been complied with, the Tender will be excluded from assessment and further participation in the tendering process, unless rectification is permitted within the boundaries of public procurement legislation.

6.2 Assessment of requirements relating to the assignment

Subsequently, the Tender's compliance with the requirements to the assignment (see Section 3) will be assessed. Any Tender that does not comply, will be excluded from further participation in the tendering process.

6.3 Assessment of award criteria relating to the assignment

Subsequently, all Tenders not excluded from the tendering process, will be assessed according to the award criteria stipulated in Section 5.

6.4 Determination of definitive total score

The Contract will be awarded according to the principle of the Most Economically Advantageous Tender. The Most Economically Advantageous Tender is the Tender that achieves the highest definitive total score based on the best price-quality ratio.

The Tenderer's definitive total score will be rounded to one decimal place. No scores will be rounded off until the moment that this definitive total score is determined. If two or more Tenderers have an equal definitive total score that would result in the Tendering Authority having to award the Contract to more parties than is desired, then the Tendering Authority will award the Contract to the Tenderer with the highest final score for the subcriterion 5.2.1 "*Project Approach and Methodology*". In the event that the highest scoring Tenderers also achieve an equal score for this subcriterion, then determination of the Tenderer to which the Contract will be awarded will be made by drawing lots.

6.5 Assessment of evidence

At the moment that the Tenderer legally signs the 'European Single Procurement Document' and submits the Tender, the Tenderer is not (yet) required to provide any evidence, unless expressly asked to do so in this Tender Document.

By signing the 'European Single Procurement Document' and submitting his Tender, the Tenderer agrees that at a later date, the Tendering Authority is entitled to request that the winning Tenderer provides the required evidence.

Upon awarding the Contract, the Tendering Authority will only request evidence from the winning Tenderer. The Tendering Authority is entitled to request this evidence at an earlier stage and from all Tenderers if it believes such a course of action is necessary to facilitate the progress of the tendering process.

The evidence must demonstrate that the Tenderer indeed complies with the content of both the 'European Single Procurement Document' and the Tender. Following the Tendering Authority's request to provide the evidence, the Tenderer has 15 (fifteen) calendar days to hand over the required evidence. If the Tendering Authority does not agree with the content and/or validity of one or more of the pieces of evidence provided by the winning Tenderer, then this could result in the winning Tenderer being excluded from further participation in the process. In such a case, the Tendering Authority will inform every Tenderer of this situation. The Tendering Authority will then determine the next Most Economically Advantageous Tender. The score of the Tenderer that has just been excluded will be removed. The calculations will then be carried out once more and a new ranking will be created. The award process will then be conducted again.

In the event a winning Tenderer does not qualify for the definitive award of the Contract, then all Tenderers will be notified of this and the consequences thereof concerning the award of the contract.

7. Submission procedure for Tenders

7.1 Statement of agreement

By submitting a Tender, including the 'European Single Procurement Document', the Tenderer explicitly consents to all requirements and conditions stipulated in this Tender Document and the Memorandum of Information and declares that he will continue to comply therewith throughout the entirety of the contract period. Furthermore, the Tenderer confirms that he will comply with all of the specified prices and rates, including any agreed indexation. Failing to comply with one or more requirements will result in his Tender being disqualified from the assessment process and therefore excluded from the tendering process.

7.2 Schedule

See schedule in Subsection 1.3.

7.3 General procedure

This tendering process will be carried out in compliance with the Public Procurement Act. In this case, the 'open procedure' was selected. An announcement thereof was published on www.tenderned.nl and on Tender European Daily (TED).

In the event that a Tender is not submitted in accordance with the provisions and regulations stipulated in this section, the Tendering Authority can set aside the Tender and exclude the Tenderer from further participation in this tender procedure.

7.3.1 Communication

All communication relating to this tender procedure will be conducted via TenderNed (www.tenderned.nl), unless otherwise specified.

Once you have indicated your interest in this invitation to tender on TenderNed, you can send and receive messages about this tender process via 'My Tenders'. Any questions concerning the tender process can be sent to the Tendering Authority's contact person via TenderNed.

You will receive messages via TenderNed. Via your personal TenderNed settings, you can turn on automatic notifications, including notifications to your private email address. It is your responsibility to ensure that these emails are not blocked by your email provider's security system. If the communication cannot be conducted via TenderNed, you can contact the following contact person(s):

Mr. Gert Goorhuis, Gert.Goorhuis@rvo.nl and Mr. Quintin Stoutjesdijk, Quintin.Stoutjesdijk@rvo.nl

Attempts to directly contact parties other than the contact person(s) stated above in relation to this tender process are prohibited.

If you have any functional or technical questions regarding TenderNed, you can contact the TenderNed service desk on weekdays between 08:30 and 17:00 CET on 0800-8363376 or via servicedesk@tenderned.nl. You can also consult [TenderNed voor ondernemingen | TenderNed](#) or [TenderNed for foreign businesses | TenderNed](#).

7.3.2 eHerkenning

All TenderNed users affiliated with a *Dutch* company registered with the Dutch Chamber of Commerce are obliged to log in and register using eHerkenning.

This obligation does not apply to companies not registered in the Netherlands.

Visit [eHerkenning gebruiken voor TenderNed | TenderNed](#) for more information about eHerkenning, including the terms and conditions. You are responsible for any consequences arising from the failure to register with eHerkenning in a timely manner.

7.3.3 Questions and additional information/changes

During the procedure, you have the opportunity to ask questions. Ask your questions as soon as possible. All questions will be answered anonymously. The Tendering Authority can answer your questions via TenderNed in two ways:

- Via one or more Memoranda of Information.
- By means of the TenderNed 'Questions and Answers' facility.

The deadline for submission of your questions is specified in the schedule (see section 1.3). In any event, all questions asked will be answered at least 10 days prior to the deadline for submission of the Tender.

Submitting a question to the Tendering Authority

Questions are to be asked via TenderNed. See [Vragen stellen in aanbesteding aan aanbestedende dienst | TenderNed](#) or [English | TenderNed](#).

All questions and answers will be published anonymously for all interested parties to view. If you have a compelling reason why you do not wish your question (and its answer) to be revealed to the other interested parties, then tick the 'Answer Individually' box. However, the Tendering Authority will decide whether or not to process your question individually.

Answers from the Tendering Authority

The Memoranda of Information are an integral part of this Tender Document. The Tendering Authority assumes that all sections for which no questions have been asked have been clearly and fully understood.

7.3.4 Validity period and submission of Tender

The Tender must be valid for at least four months after the deadline for submitting the tenders. In the event that an application for a preliminary injunction is filed with the competent court in The Hague against the award decision, then the Tenderers must in any event ensure that their Tenders are valid until four weeks subsequent to the initial decision by the court.

7.3.5 Variants on Tender

Upon submitting a Tender in accordance with the Tender Document, the Tenderer is not permitted to submit a variant of this Tender.

7.3.6 Costs of submitting a Tender

The Tendering Authority will not reimburse any Tenderers for any costs resulting from the drafting and submitting of a Tender, including any further information requested of the Tenderer.

Any costs or damage that (may) arise as a result of not awarding this Tender are for the account and risk of the Tenderer.

7.3.7 Termination of tendering process

Until the moment that the Contract is signed, the Tendering Authority reserves the right to partially, fully, temporarily or permanently terminate the tendering process. In such cases, Tenderers will not be entitled to receive compensation for any costs incurred by them in connection with this Tender, unless the Contracting Authority is of the opinion that a (small) contribution to the tender costs is appropriate in view of the circumstances.

7.3.8 Order of precedence of documents

In the event of inconsistencies between the Tender Document and the Memorandum of Information, the Memorandum of Information takes precedence.

In the event that there are multiple Memoranda of Information, then the provisions in the most recent Memorandum of Information takes precedence in the event of inconsistencies between the different Memoranda.

7.3.9 Information about the Tenderer's obligations

The Tenderer must take into account his obligations relating to environmental, social and

employment law in compliance with article 2.81 paragraph 2 of the Public Procurement Act.

Information on obligations resulting from Dutch legal provisions with regard to taxes, environmental protection, occupational health and safety and terms of employment that will be applicable to the Tenderer's activities throughout the Contract period is available from the following sources:

Information on taxes: the Dutch Tax and Customs Administration: (www.belastingdienst.nl).

Provisions concerning environmental protection: the Ministry of Infrastructure and Water Management (www.rijksoverheid.nl).

Provisions pertaining to occupational health and safety and terms of employment: the Ministry of Social Affairs and Employment: (www.rijksoverheid.nl).

7.3.10 Guide Information security and Privacy for suppliers

Protecting information and personal data is the top priority for the Ministry of Economic Affairs and Climate Policy (EZK). That requires significant effort from our own employees, but also from our suppliers. You can read more about it in this concise guide.

[Suppliers guide Information Security and Privacy EZK](#)

7.3.11 Inconsistencies and objections

If the Tenderer is of the opinion that the documents contain inconsistencies, errors or matters that are unclear or if the Tenderer has any objections, then the Tenderer must report this to the contact person in writing, including substantiation.

7.3.12 Complaints procedure

If a Tenderer disputes a response given by the Tendering Authority to a question, request, comment or objection from the Tenderer, or if the Tenderer receives no response, then he can submit a complaint. More detailed information on this matter can be found in the 'Complaints Procedure' annex.

7.3.13 Dispute resolution

In addition to the provisions in the 'Complaints Procedure' subsection, any dispute arising from this tendering process can be presented to the Public Procurement Experts Committee (www.commissievanaanbestedingsexperts.nl) and/or to the competent court in The Hague. Dutch law applies exclusively to such proceedings.

7.3.14 Submission of the Tender

The deadline (date and time) for submission of Tenders is stipulated in the 'Time schedule' (1.3).

- In order to submit a Tender, you must register with TenderNed. One or more registered users must be connected and authorised to submit the Tender via TenderNed on behalf of your company.

The Tendering Authority advises that you start the TenderNed registration process immediately rather than postponing it until the tendering period is coming to a close. Upon registering your organisation, you must add your tender via TenderNed's announcements platform.

- For more information on registering and establishing your organisation with TenderNed and digital submission of your Tender, visit [TenderNed gebruiken als ondernemer | TenderNed](#) or [TenderNed for foreign businesses | TenderNed](#).
- Only Tenders that have been submitted to the digital safe for this invitation to tender either prior to or on the day of the deadline (prior to the time of the deadline) will be processed by the Tendering Authority.
- The time and date as displayed on the digital countdown clock in TenderNed serves as the definitive deadline for the submission of Tenders.
- The Tendering Authority is only able to see the Tenders once the digital safe opens in TenderNed. This safe can only be opened upon expiry of the deadline for the submission of Tenders.
- In the event you have technical issues or questions regarding submission of your Tender via TenderNed, you can contact the TenderNed service desk via servicedesk@tenderned.nl or +31

(0)70-3798899. If you believe that the TenderNed service desk is taking too long to answer your question or comment, then you can contact your contact person within the Tendering Authority.

- Any risks resulting from late submission of the Tender and/or submission of an incomplete Tender is borne by the Tenderer.
- The Tendering Authority is neither responsible nor liable for any consequences resulting from a Tender that is submitted too late, incorrectly or incompletely.

The Tendering Authority will treat confidential information provided by the Tenderer with due care.

7.3.15 Structure and content of the Tender

The Tender must be submitted entirely via TenderNed and the 'European Single Procurement Document' must be legally signed.

You can use the following checklist during the submission of your quotation.

Subject	Description	Action required from tenderer
Annex 1	European Single Procurement Document*	Fill in, legally sign and add to TenderNed
References	Using Annex 6: Reference assignments	Add to TenderNed
Award criteria	Tender, including a general response to the Tendering Authority's award criteria.	Add to TenderNed
Requirements and Award criteria	CV's	Add to TenderNed
Financial Proposal	Using Annex 2: Financial Proposal, included in the quotation	Add to TenderNed

* See Subsection 7.3.17 in the event your Tender is submitted in collaboration with other companies.

7.3.16 Legally binding signature

A legally binding signature means that a document has been signed by a duly authorized representative.

If it is recorded in the professional or company register that two or more persons only have joint powers of representation, then the documents requiring a legally binding signature must be signed by those two or more persons. If any restrictions are in place regarding the authorization to represent the organization, then these must be taken into account.

Where a legally binding signature is required, the Contracting Authority accepts either an original handwritten signature, or the qualified electronic signature within the meaning of article 3: 15a of the Civil Code (or EU Regulation no. 910/2014, article 3, part 12).

Please note: it is not possible to sign the European Single Procurement Document with a qualified electronic signature immediately. You can provide the ESPD with a handwritten signature or you must make a digital PDF printout of the PDF form, after which the qualified electronic signature can be placed on this digital PDF printout.

The lack of a legally binding signature in principle will lead to exclusion from the tendering procedure. In that case, however, you will be given one single opportunity to correct it within 48 hours.

7.3.17 Submission of a Tender in collaboration with other organisations

If you cannot carry out the assignment independently, you can set up a collaboration with other organisations.

There are two ways in which you can submit a Tender in collaboration:

- 1) As a consortium in which each member of the consortium is jointly and severally liable for the fulfilment of the obligations arising from the Tender as well as the fulfilment of the Contract.
- 2) In a principal contractor-subcontractor structure in which the Contractor is liable for the fulfilment of all obligations, including the obligations that will be subcontracted.

Tendering as a consortium

If a Tender is submitted by a consortium, then:

- Every member of the consortium must fill in and legally sign a separate 'European Single Procurement Document', which also includes a specification of who the consortium members are (see Part II of the 'European Single Procurement Document'). Indicate the role each member plays within the consortium. In the 'European Single Procurement Document', you must indicate who is in charge of the consortium (who is lead manager) and will act as its authorised representative.
- All organisations in the consortium accept joint and several liability for the fulfilment of the obligations arising from the Tender and the eventual fulfilment of the Contract. If a consortium member relies upon the capacity of another entity in order to demonstrate compliance with the applicable Suitability Requirements (see section 4 of this document), then the subcontractor(s) in question must also complete a separate 'European Single Procurement Document', filling in parts II A, II B, III and IV and legally sign it (see the information under II C in the ESPD).
- Every member of the consortium, for their part, must provide the evidence requested for the Tender.

Submitting a tender as a principal contractor together with subcontractors

If a Tender is submitted by a principal contractor that does not rely upon the capacity of any subcontractors, then only the principal contractor is required to complete and legally sign Part II D of the 'European Single Procurement Document'.

If the principal contractor does rely on the capacity of subcontractors in order to demonstrate compliance with the applicable Suitability Requirements, see section 4 of this document), then the subcontractor(s) in question must also complete a separate 'European Single Procurement Document', filling in parts II A, II B, III and IV and legally sign it (see the information under II C in the ESPD).

The subcontractor on whose capacity the principal contractor *does* rely must provide the evidence requested for the Tender.

The principal contractor is fully liable for the fulfilment of the obligations arising from the Tender as well as the fulfilment of the contract (if awarded). In addition, the principal contractor is liable for the fulfilment of the obligations for which he has hired the subcontractor(s).

All completed and legally signed 'European Single Procurement Document' forms must be added to the Tender.

7.3.18 Single Tender

All natural persons, legal entities and organisations may only submit a single Tender (either individually or in combination with other natural persons, legal entities and/or organisations).

Tenderers who are mutually connected via a relationship of dependence (group link) are permitted to participate separately in this tendering procedure. However, this is on the express condition that they participate as competitors in this tendering process. For this purpose, they must demonstrate that their mutual relationship has not influenced their behaviour within the scope of this tendering procedure nor has it restricted fair competition.

By submitting a Tender, the Tenderer in question agrees to this condition.

7.3.19 Violation of the fundamental principles of procurement law and restriction of fair competition

Any Tenderer whose actions violate a fundamental principle of procurement law (such as the equality principle), the result of which restricts or could restrict fair competition, will be excluded from this tendering procedure. This is also the case if the violation or the restriction of fair competition only comes to light after the announcement of the award of the Contract to all Tenderers. Prior to making the decision to exclude the Tenderer in question, the Tendering Authority will notify the Tenderer of this intention, at which point the Tenderer will be given the opportunity to demonstrate to the Tendering Authority that no violation of a fundamental principle of procurement law or restriction of fair competition has taken place.

By submitting this Tender, the Tenderer declares his awareness that actions contravening any fundamental principle of procurement law can result in the aforementioned consequences. The Tendering Authority can use all resources available to him in order to identify any violation of the fundamental principles of procurement law or the restriction of fair competition. A judicial decision will not be a necessary requirement in such cases.

7.3.20 Communication and language

During the tendering process, communication with the Tendering Authority must be conducted in English.

The Tender must be submitted in English.

Additional documents (such as informational materials etc.) can also be provided in English.

During the fulfilment of the contract, communication must be conducted in English.

7.3.21 General terms and conditions

The applicability of any of the Tenderer's general terms and conditions concerning delivery, payment and/or any other matters is explicitly excluded. The General Government Terms and Conditions apply to the Contract.

7.3.22 Contract conditions

The draft Contract and the corresponding General Government Terms and Conditions are included in the annexes. The Tenderers have the opportunity to ask questions, make comments and propose textual amendments.

The Tendering Authority is free to accept or reject the proposed textual amendments. The Tendering Authority will indicate whether or not the proposals have been accepted or rejected in the Memorandum of Information. By submitting the Tender, the Tenderer declares his consent to the (possibly amended) Contract. Only the definitive Contract will apply during the execution of the assignment.

7.3.23 Explanation and verification of the Tender

The Tendering Authority can request that the Tenderer explains his Tender in greater detail and/or provide substantiating documents. The Tendering Authority is entitled – although not obliged – to check the accuracy of all data and statements submitted within the scope of the Tender.

7.3.24 Request for supplementary information concerning the Tender

The Tendering Authority can ask Tenderers to provide supplementary information and/or clarification of their Tender.

7.3.25 Announcement of the award of the Contract

All Tenderers will receive a message simultaneously that announces the award of the Contract and substantiates its decision. All Tenderers are entitled to request further information regarding this decision from the Tendering Authority.

Standstill period

All Tenderers and stakeholders who dispute the award of the Contract and/or the verbal/written substantiation thereof can apply for a preliminary injunction at the competent civil court in The Hague. The summons must be served within 20 calendar days subsequent to the sending of the digital notifications concerning the award of the Contract. Upon expiry of this period, no more applications for a preliminary injunction can be submitted. In the event a Tenderer applies for a preliminary injunction, we kindly request that you send a copy of the summons to the Tendering Authority.

On the grounds of Section 2.129 of the Public Procurement Act the award of the Contract does not yet mean the Tenderer's Tender has been accepted. For the 20 calendar days subsequent to the sending of the digital notification of the award of the Contract, the Tendering Authority is not permitted to definitively award the assignment by concluding the Contract.

If a preliminary injunction is applied for during these 20 calendar days, then a waiting period will be required pending a judgement in the preliminary injunction proceedings. The judgement will serve as the basis for further decision making by the Tendering Authority.

If preliminary injunction proceedings are brought against the award of the Contract, then the Tendering Authority will notify the Tenderer of this fact. The Tenderer must ensure that his Tender remains valid for at least four weeks subsequent to the judgement in the preliminary injunction proceedings.

Interest in relation to the judgement

Tenderers who have an interest in the judgement in these preliminary injunction proceedings can only engage in these proceedings by means of intervention or joinder. The Tenderer cannot initiate separate proceedings or other judicial proceedings.

Annexes

The following annexes constitute an integral part of this Tender Document. These annexes are published together with the Tender document.

Annex 1: European Single Procurement Document

Annex 2: Financial Proposal

Annex 3: Draft Public Service Contract ARVODI 2018

Annex 4: ARVODI 2018

Annex 5: Complaints Procedure

Annex 6: Reference assignments

Annex 7: LAS20CH30 Chad final report "Improving Land Administration in Chad" - Kadaster, 2023

Annex 8: LAND-at-scale ME Guidance Project Implementers