



Tender Document

Invitation to tender in accordance with the European open procedure for the procurement of evaluations of international programmes of RVO

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Contents

Definition of terms	5
1. Introduction.....	7
1.1 Tendering Authority and IUC-EZK.....	7
1.3 Time schedule	8
2. Description of assignment.....	9
2.1 Description and objective of the assignment	9
Overarching specifications.....	9
2.2 Type of evaluations.....	9
2.3 Planned evaluations.....	9
2.4 Scope and length of individual evaluations.....	10
2.5 Learning and support.....	10
2.6 Out-of-scope	10
2.7 Lots.....	10
2.8 Contract Period	11
2.9 Scope of the assignment.....	11
3. Requirements to this assignment.....	12
3.1 General requirements.....	12
3.2 Responsible business conduct requirements	13
3.3 Seniority profile requirements.....	13
3.4 Requirements relating to the prices/rates.....	13
3.5 Tax-related requirements.....	14
3.6 Invoicing requirements	15
4. Requirements concerning the Tenderer.....	16
4.1 Introduction	16
4.2 Exclusion Grounds	16
4.3 Suitability Requirements	16
4.3.1 <i>Financial and economic standing</i>	17
4.3.2 <i>Reference data (technical qualifications)</i>	17
4.4 Professional/trade register extract.....	18
5. Award criteria and assessment.....	19
5.1 Introduction	19
5.2 Quality criteria	19
5.2.1 <i>Technical ability and experience in evaluation methods</i>	19
5.2.2 <i>Evaluation approaches Tenderer is specialized in</i>	21
5.2.3 <i>Facilitating learning</i>	21
5.2.4 <i>Collaboration with local experts</i>	22
5.2.5 <i>Thematic expertise</i>	23

5.2.5.1	<i>Focus themes</i>	23
5.2.5.2	<i>Cross-cutting themes</i>	24
5.3	Award criteria relating to rates (exclusive of VAT).....	25
5.4	Assessment method for qualitative award criteria	26
5.5	Assessment of rates	26
6.	Assessment of the Tender.....	27
6.1	Assessment of the Tender's completeness and legal validity	27
6.2	Assessment of requirements relating to the assignment	27
6.3	Assessment of award criteria relating to the assignment.....	27
6.4	Determination of definitive total score.....	27
6.5	Assessment of evidence	28
7.	Submission procedure for Tenders	29
7.1	Statement of agreement.....	29
7.2	Schedule	29
7.3	General procedure.....	29
7.3.1	<i>Communication</i>	29
7.3.2	<i>eHerkenning</i>	29
7.3.3	<i>Questions and additional information/changes</i>	30
7.3.4	<i>Validity period and submission of Tender</i>	30
7.3.5	<i>Variants on Tender</i>	30
7.3.6	<i>Costs of submitting a Tender</i>	30
7.3.7	<i>Termination of tendering process</i>	30
7.3.8	<i>Order of precedence of documents</i>	30
7.3.9	<i>Information about the Tenderer's obligations</i>	30
7.3.10	<i>Guide Information security and Privacy for suppliers</i>	31
7.3.11	<i>Inconsistencies and objections</i>	31
7.3.12	<i>Complaints procedure</i>	31
7.3.13	<i>Dispute resolution</i>	31
7.3.14	<i>Submission of the Tender</i>	31
7.3.15	<i>Structure and content of the Tender</i>	32
7.3.16	<i>Legally binding signature</i>	32
7.3.17	<i>Submission of a Tender in collaboration with other organisations</i>	33
7.3.18	<i>Single Tender</i>	33
7.3.19	<i>Violation of the fundamental principles of procurement law and restriction of fair competition</i>	34
7.3.20	<i>Communication and language</i>	34
7.3.21	<i>General terms and conditions</i>	34
7.3.22	<i>Contract conditions</i>	34

7.3.23	<i>Explanation and verification of the Tender</i>	34
7.3.24	<i>Request for supplementary information concerning the Tender</i>	35
7.3.25	<i>Announcement of the award of the Contract</i>	35
7.4	Further Agreements within the Contract.....	35
Annexes.....		37

Definition of terms

Complexity aware methods	Complexity-aware evaluation methods acknowledge non-linear relationships, interconnectedness, and unpredictability. Complexity-aware evaluation methods offer a nuanced and holistic approach to evaluating complex systems, processes, or interventions, allowing for a deeper understanding of their dynamics and impacts. They are iterative and reflective, allowing for ongoing learning, adaptation, and refinement throughout the evaluation process. Complexity-aware evaluation methods consider multiple perspectives and stakeholders' viewpoints to capture the diverse experiences, values, and interests within the system.
Contract	The written framework agreement between the Contracting Authority and the Contractor in which the conditions applicable to the public contracts that will be awarded via this tendering process (Further Agreements) will be recorded within a specific period
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 Contracting Authority.
Contractor	The party with whom the Contracting Authority concludes the Contract.
Data processing Agreement	An agreement signed by the Contracting Authority and the Contractor concerning the processing of personal data by the Contractor. When a Contract is awarded on the basis of the ARVODI, the Contract may require the Contractor to process Personal Data on behalf of the Contracting Authority. If so, the Parties must conclude a Data Processing Agreement under article 28, paragraph 3 of the General Data Protection Regulation ('the Regulation'). In a Data Processing Agreement the Contracting Authority and the Contractor make agreements on the Processing of Personal Data in the context of the Contract.
DGGF countries	The Dutch Good Growth Fund countries are the countries our programmes focus on, and are listed on this website https://english.dggf.nl/country-list
European Single Procurement Document	A statement in which the Tenderer declares his compliance with the requirements specified in this document.
Evaluation	An evaluation is an assessment, as systematic and objective as possible, of an ongoing or completed project, programme or policy, its design, implementation and results. The aim is to determine the relevance of its objectives and design, the compatibility with its context (coherence), the fulfilment of its objectives (effectiveness), the developmental efficiency of it, its impact and its sustainability (Better Criteria for Better Evaluation, OECD/DAC, 2019). An evaluation should provide

	information that is credible and useful, enabling the incorporation of lessons learned into the decision-making process of both recipients and donors (DAC principles for Aid Evaluation, OECD/DAC, 1991).
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.
Further Agreement	A written agreement signed by the Contracting Authority and the Contractor based on the Framework Agreement and in accordance with the Request for Quotations of which the Contracting Authority may award the Contractor contracts for the performance of Services during the term of this Framework Agreement.
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>).
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.
Most Economically Advantageous Tender	The Tender that achieves the highest definitive total score based on the best price-quality ratio.
Public Procurement Act	The Public Procurement Act 2012 (<i>Aanbestedingswet 2012</i>)
Suitability Requirements	The requirements with which Tenderers must comply in order to be eligible to win the Tender.
Tender	A quotation submitted by the Tenderer in response to this Tender Document.
Tender Document	This document and all of its annexes.
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.
Tendering Authority	The Netherlands Enterprise Agency (RVO), an agency of the Ministry of Economic Affairs and Climate Policy.

1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure for the procurement of evaluations of international programmes of the Netherlands Enterprise Agency (RVO).

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), an agency of the Ministry of Economic Affairs and Climate Policy. IUC-EZK will act as process manager during this tendering process.

The Netherlands Enterprise Agency

The Netherlands Enterprise Agency (RVO) helps entrepreneurs and organisations to invest, develop and expand their businesses and projects. Both in the Netherlands and abroad. We are a government agency which is part of the Dutch Ministry of Economic Affairs and Climate Policy.

We support entrepreneurs, NGOs, knowledge institutes, policymakers and organisations. We improve collaborations and strengthen positions through our funding and networks. By sharing our know-how, we help you move forward doing business abroad.

Department of International Development

The beneficial owner of this contract is the department for International Development of RVO. This department mostly executes programmes in and with entrepreneurs and institutions in developing countries. The majority of these International Development programmes are commissioned by the Directorate-General for International Cooperation (DGIS) of the Dutch Ministry of Foreign Affairs. These programmes and the project portfolio of these programmes aim to contribute to the SDG's and cover a wide variety of sectors, i.e. private sector development, public private partnerships, food security, land rights, water, infrastructure, energy, responsible business conduct, and justice & culture, in different countries in Africa, Asia, Central and Eastern Europe, Latin America, and the Middle East.

Currently, about 34 international development programmes are executed in about 100 countries by this department, which vary in size (number of projects) and budget. Please visit RVO's website for more information on these programmes at: <http://english.rvo.nl/subsidies-programs>. More information on the projects supported by these programmes can be found on RVO's open data website www.aiddata.rvo.nl which provides information on the sectors, countries, budgets and participating organisations.

1.2 Reason for this invitation to tender

RVO needs independent evaluators for two main categories of evaluations:

1. Mandatory external outcome and impact evaluations - The Policy and Operations Evaluation Department (IOB) of the Ministry of Foreign Affairs does regular policy evaluation of aspects of the Dutch development cooperation policy. In order for IOB to do a proper evaluation of RVO's programmes in accordance with the Order on Periodic Evaluations (<https://wetten.overheid.nl/BWBR0040754/2018-03-27>), RVO is obliged to conduct external impact evaluations of the development programmes that spend over € 10 million per year.
2. Non/mandatory project evaluation - Projects falling outside the above category because of their value, but due to the content of the programme relevant to evaluate externally.

In order to continuously improve effectiveness and to account for the results of RVO International Development programmes, our monitoring and evaluation strongly focuses on learning and fostering adaptive programming. The feedback provided by evaluations is used to improve the quality of programmes, policymaking and policy implementation.

The purpose of this tender is to select suitable evaluators for the abovementioned evaluations. A Framework Agreement is then concluded with the selected parties. Please refer to chapter 6 for an

overview of the contracting procedure for this Framework Agreement and section 7.4 for the subsequent Further Agreements.

1.3 Time schedule

The schedule below applies to this tendering process.

1 May 2024	Issuing of publication, start of tendering period.
17 May 2024, 13:00h CEST	Closure of 1st round of questions: deadline for the Tenderer to submit questions regarding this Tender Document, the Data Processing Agreement, 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).
31 May 2024	Issuing of 1st Memorandum of Information
19 June 2024, 13:00h CEST	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.
23 August 2024	Announcement of the award of the Contract.
12 September 2024	Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract.
9 September 2024	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
19 September 2024	Starting date of Contract.

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

RVO considers evaluation not only important for accountability purposes, but mainly for policy learning and adjusting programme or project activities. Therefore, the scope of the framework agreement includes impact, outcome and formative evaluations. The contracting authority is looking for parties that can do performance management, systems analyses, process evaluations, thematic evaluations, outcome, cost-benefit, and impact evaluations. These parties should be evaluators that are able to evaluate [the relevance, coherence, effectiveness, efficiency, impact and sustainability](#) of RVO's programmes and projects. Furthermore, they should be experienced with the use of complexity aware evaluation methodologies suitable for demonstrating a plausible contribution claim. We are searching for evaluators with strong thematic expertise on one or more of our core themes (Energy and Climate; Water; Responsible Business Conduct; Private Sector Development, Food Security), and who are experienced with and willing to collaborate closely with local experts from our programme countries ([DGGF countries](#)).

Overarching specifications

The following specifications apply for all evaluations that will be contracted through this Framework Agreement:

1. The evaluations that will be performed must be in line with the (relevant) [OECD DAC criteria](#).
2. Learning must be addressed in each evaluation, both internally (e.g.-actionable lessons for the programme or project) and externally (e.g. lessons for stakeholders).
3. Evaluations must provide an insight into the prerequisites and/or nature and magnitude of effects, direct and indirect contribution of our work, positive and negative, intended or unintended.
4. The choice for approaches and methods must be based on the objective and context of a programme or project.
5. All evaluations must be based on thorough and complexity-aware methodologies in order to assure the reliability and validity of results.

2.2 Type of evaluations

The following types of evaluations are likely to be requested under the framework agreement: baseline studies, process evaluations, mid-term reviews, end evaluations and ex post evaluations. The types of methods to be used include among others: quasi-experimental approaches, comparative case-studies, contribution analysis, cost-benefit analysis, and systems analysis.

2.3 Planned evaluations

An overview of the programmes planned to be evaluated of the RVO International Development department per theme can be found in Table 1. More information on the programmes can be found on our website <https://projects.rvo.nl>.

Table 1: Overview of programmes to be evaluated 2024 – 2028

Policy theme	Programme	Year	Type of evaluation
Energy and Climate	African Biodigester Component (ABC)	2026	End-evaluation
	Higher Tier Cooking Component (HTCC)	2025	End-evaluation
	Energising Development (EnDev)	2024-2026	Real-time evaluation
	SDG7 Results (access to energy)	2026	Mid-term evaluation
Water	Dutch Disaster Risk Reduction (DRRS)	?	Mid-term evaluation
	Partners for Water (PvW5)	?	Mid-term evaluation
	Reversing the Flow	2028	Mid-term evaluation

Responsible Business Conduct	Social Sustainability Fund	2026	Mid-term evaluation
	Fund for Responsible Business (FVO)	2024-2027	Mid-term and impact evaluation
	Sectoral Partnerships	2026-2028	Mid-term and impact evaluation
	CSR helpdesk	2025	Mid-term evaluation
Private sector development	Centre for the promotion of imports from developing countries (CBI)	2026-2028	Process and outcome evaluation
	Private Sector Development Toolkit	2026	Mid-term evaluation and end- evaluation
Food security	SDG2 Initiative	?	Mid-term evaluation
Other:			
Health	Fonds Product Development Partnerships (PDP IV)	2025	Mid-term evaluation
Innovation	SBIR for developing markets	2024	Mid-term evaluation
Justice	Makandra	2025	End-evaluation
	Matra	?	Mid-term evaluation
	Shiraka	?	Mid-term evaluation

NB: This overview is subject to change in terms of which programmes will be evaluated, but also in terms of year and type of evaluation.

2.4 Scope and length of individual evaluations

The scope and length of the evaluations under this Framework Agreement differ. In some cases the baseline, mid-term and end-evaluation will be tendered in one assignment. The Terms of Reference for such an evaluation trajectory may include, for example, a baseline study in 2025 and an end line evaluation in 2027 or 2028. In other cases, only one part of the evaluation may be tendered.

2.5 Learning and support

The contracted party is expected to define practice implications and support the uptake of the lessons learned by programme management. For example by facilitating a workshop on the practice implications of the findings to generate buy-in and define realistic actions for programme design and implementation.

2.6 Out-of-scope

Country specific evaluations are out of scope for the contract. This means that studies or evaluations focusing exclusively on one country are outside the scope of the contract and will be tendered separately when desired.

2.7 Lots

The invitation to tender has not been divided into lots, because of several reasons. First of all, the Tendering Authority learned through experience with the current Framework Agreement that there was too little differentiation between outcome versus impact studies (the two lots in the tender of the current framework agreement). In addition, it was difficult to make a distinction between evaluations on the basis of specific themes because often evaluations need to consider multiple themes. Furthermore, a distinction based on specific countries is not feasible because this Framework Agreement focuses solely on multi-country evaluations.

Therefore, the Tendering Authority has the explicit wish to select Contractors that have expertise and experience with different methodologies, in multiple themes and countries, and that are flexible enough to be able to deploy the necessary (local) experts on short term.

Based on the above considerations a division into lots has no added value for the Contracting Authority. Also it would not provide additional incentive for small and medium enterprises to participate in this tender.

2.8 Contract Period

The Contracting Authority intends to conclude a Framework Agreement with a maximum of six (6) Tenderers for a period of 24 months, including two unilateral options for the Contracting Authority to extend the Framework Agreement by 12 months.

Contracting authority is entitled to terminate this framework agreement prematurely as soon as the maximum value and/or amount of the contract is reached, or is threatened to be exceeded, without any further compensation. Contracting authority shall inform Contractor as soon as possible if and when he wants to invoke this right and he will observe a reasonable notice period.

2.9 Scope of the assignment

The Tendering Authority has estimated a total contract value including optional extension years of EUR 6,000,000 (exclusive of VAT).

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 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.

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 General requirements

#	Requirement
3.1.1	The evaluations that will be performed must be in line with the (relevant) OECD DAC criteria .
3.1.2	In each evaluation Contractor carries out under this Framework Agreement, they address learning, both internally (e.g. actionable lessons for the programme or project) and externally (e.g. lessons for (local) stakeholders).
3.1.3	Contractor performs the evaluations carried out under this Framework Agreement according to the IOB Policy Guidelines for Evaluation .
3.1.4	Contractors, and any subcontractors and/or hired expertise have no previous, present or future involvement in the design or implementation of the programme or project under evaluation, nor in the design, implementation or evaluation of a preceding project phase. Involvement does exist If a Contractor, subcontractor or hired expertise does have involvement in the design or implementation of the programme or project under evaluation, or in the design, implementation or evaluation of a preceding project phase, and Contractor is of the opinion that there is no conflict of interest or the appearance thereof, they may request the Contracting Authority to assess their involvement and determine whether the risk of conflict of interest or the appearance thereof is sufficiently mitigated. If Contractor wishes to utilize this option they make explicit in their request what the involvement is exactly and how they ensure that no conflict of interest or the appearance thereof exists or arises. Contracting Authority then determines whether the risk of conflict of interest or the appearance thereof is sufficiently mitigated and consequently, if Contractor is allowed to submit a proposal for that evaluation. The decision of the Contracting Authority is conclusive.
3.1.5	In Request for Quotations under this Contract Contracting Authority can require specific thematic expertise (regarding programmes on water, private sector development, food security, energy and climate and responsible business conduct) and/or local expertise. Contractor is obligated to comply with such a requirement when submitting a Quotation.
3.1.6	Contractor is obligated to pay the people it deploys for this Contract reasonably and market-conform, especially employees or consultants from our programme countries or (employees of) subcontractors. Contracting Authority will check this on a random basis. Contractor is obliged to cooperate fully with these checks.
3.1.7	For every evaluation performed by Contractor under this Framework Agreement the quality control on the evaluation, and the concept and final report must be carried out by the author (organisation or person) of the report Contractor submitted for award criterion 5.2.1 'Technical ability and experience in evaluation methods'.

3.1.8	Contractor ensures that its online publications of reports prepared as part of an evaluation performed under this Contract, comply with the WCAG guidelines .
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3.2 Responsible business conduct requirements

#	Requirement
3.2.1	Contractor has knowledge of and acts in accordance with the OECD Guidelines (https://www.oecd.org/investment/mne) and the ILO Declaration (www.ilo.org) on Fundamental Principles and Rights at Work.
3.2.2	Contractor has knowledge of the FMO Exclusion List (www.fmo.nl/exclusion-list) and does not carry out any activities named on this list.
3.2.3	Contractor has knowledge of the IFC Performance Standards (https://www.ifc.org/en/insights-reports/2012/ifc-performance-standards) and/or the OECD-FAO Guidance for Responsible Agricultural Supply Chains (https://www.oecd.org/daf/inv/investment-policy/rbc-agriculture-supply-chains.htm) and subscribes to these guidelines.
3.2.4	Contractor has knowledge of and acts in accordance with the ICC Guidelines on Agents, Intermediaries and Other Third Parties (ICC Guidelines on Agents, Intermediaries and Other Third Parties).
3.2.5	Any facts or circumstances indicating violation of the abovementioned guidelines will be reported by Contractor without delay to Contracting Authority.

3.3 Seniority profile requirements

#	Requirement
3.3.1	Junior profile They have obtained an academic degree and have <u>contributed</u> to the design, data collection and analysis during minimum two evaluations similar to the evaluation assignments that will be performed under this Contract.
3.3.2	Senior profile They have experience with <u>conducting</u> (design and implementation) of three to five evaluations and have managed and <u>led</u> at least three evaluations similar to the evaluation assignments that will be performed under this Contract.

3.4 Requirements relating to the prices/rates

#	Requirement
3.4.1	The Tenderer will provide an overview of the maximum rates applicable to this assignment by filling in the annex entitled 'Rates'.
3.4.2	A maximum average rate of more than EUR 125 excl. VAT will result in your Tender being disqualified from the assessment process and therefore you are eliminated from contention.

3.4.3	The rates Contractor offers for a Request for Quotations must comply with and may not be less favourable than the maximum rates it submitted (req. 3.4.1).
3.4.4	The 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.
3.4.5	The agreed rates are fixed at least until 1 January 2026. Requests for indexation can be submitted only once a year, exclusively in the month of October. Before and after this month requests for indexation for the upcoming year will not be considered. Requests for indexation must be sent to the following email address: contractmanagement@RVO.nl. Prices and rates may be adjusted in line with the price index published by Statistics Netherlands for hourly rates of pay, including special remuneration established under collective labour agreements, in the business services sector. For this purpose, the figure for the preceding month October will be used, with the index for the starting date of the contract September 2024 being set at 100%. Contractor must submit a specified request for indexation together with a print of the information form Statistics Netherlands and make reference to the Contract with Contracting Authority. The request will contain the old prices/rates versus the new prices and rates. Upon receipt of the request Contracting Authority will send a confirmation to the Contractor if the request is granted.
3.4.6	The Tenderer will not submit any zero or negative prices/rates.

3.5 Tax-related requirements

#	Requirement
3.5.1	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.
3.5.2	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.
3.5.3	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.
3.5.4	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.
3.5.5	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.
3.5.6	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.

3.6 Invoicing requirements

3.6.1	The payment schedule will be agreed upon in the Further Agreement.
3.6.2	Invoices must include a summary of the actual hours/days worked in accordance with the applicable rates.
3.6.3	<u>For companies established in the Netherlands E-invoicing is mandatory</u> <i>E-invoicing</i> 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 4 different ways: • The invoicing portal of the Dutch government • Link with Digipoort • E-invoicing with your own (accounting) software package through Simpler invoicing • E-invoicing through a service provider. For more information visit: E-invoicing the Dutch central government: information for suppliers Helpdesk e-factureren (helpdesk-efactureren.nl). <u>For companies not established in the Netherlands E-invoicing does not apply</u> The E-invoicing obligation does not apply to companies located outside of the Netherlands. Non-Dutch companies can send their invoices in PDF format by email what will be made clear in the further agreement.

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 counted from the closing date of submission of the Tender, see section 4.3.3);
2. 'Certificate of Conduct for procurement' ('Gedragsverklaring Aanbesteden' -no older than 2 years counted from the closing date of submission of the Tender);
3. Tax statement (no older than 6 months counted from the closing date of submission of the Tender).

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.

Evaluations international programmes RVO - 202311014

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 they possess sufficient financial and economic capacity to fulfil the contractual obligations.
- b. That the Tenderer is unaware of any possible claims against them that may compromise their 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 them, they 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;
- d. proof that the Contractor has a sufficient level of professional and/or statutory liability insurance for the fulfilment of the assignment and that it will remain sufficiently insured throughout the duration of the Contract (paragraph 4.3.1 (c) of the Tender Document).

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 competence, which demonstrates experience with an essential aspect of the assignment:

1.	Methods applied Tenderer must show experience with the use of complexity-aware evaluation methodologies suitable for conducting an <u>outcome, impact or formative evaluation</u> and analysing the contribution of programmes to outcomes.
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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 and must be in English.

- The reference assignment must have been executed or completed within the three 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.
- The reference assignment must have been performed and delivered to the satisfaction of the client concerned.

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 (submit together with the Tender using annex 2 'References')

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.

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 **4500 points** can be obtained for your response to the award criteria.

A maximum of **4050 points** can be obtained for your response to the qualitative award criteria as described in paragraph 5.2. The Tenderer must score a minimum of 2430 out of the 4050 points (60%) that can be obtained for the qualitative award criteria. If the award criteria are valued with a lower score than 2430 out of the 4050 points, the Tender is set aside and excluded from further participation in the tendering process and will not be further assessed on the prices/rates.

#	Criteria	Maximum points available	
5.2	Quality criteria		4050
5.2.1	Technical ability and experience in evaluation methods	1350	
5.2.2	Evaluation approaches in which the Tenderer is specialized	900	
5.2.3	Experience with facilitating learning activities	675	
5.2.4	Level of collaboration with local experts	675	
5.2.5	Thematic expertise	450	
5.3	Price		450
	Total points available		4500

5.2 Quality criteria

5.2.1 Technical ability and experience in evaluation methods

For this criterion Tenderer is requested to submit an effect evaluation report, including an (executive) summary. This will be used to assess and score the technical ability of the Tenderer to conduct complexity aware evaluations. Please note that your evaluation report will be treated confidentially. The report must meet the following requirements:

- The evaluation report must have been delivered to the satisfaction of the client concerned;
- The evaluation report must have been completed within three years prior to the closing date of this tender;
- The evaluation should be a multi-country evaluation, with a budget between EUR 100,000 – EUR 400,000;
- The report must be in English;
- At least one of the report authors must be at the disposal of the Tenderer at the closing date of submission of the Tender, either as an employee of the Tenderer, or as (an employee of) a subcontractor or consortium partner. In addition, this author must have contributed to the design of the evaluation, the analysis, and the report. Please make clear what their role/tasks were in comparison to the other authors;
- The evaluation must link to relevant themes (regarding programmes on water, private sector development, food security, energy and climate and responsible business conduct) and must have been conducted in one of the focus countries ([DGGF countries](#));
- If an inception report or separate annexes are necessary for the Contracting Authority to assess the assessment criteria, those can be submitted in addition to the main evaluation report;
- In annex 3.a the Tenderer must specify where in the report (or its annexes) the relevant parts and information for assessment of the sub criteria can be found.

The evaluation report will be assessed based on the six sub criteria listed in the table below.

#	Subcriteria	Maximum points available
5.2.1.1	Clear summary - The extent to which the (executive) summary is easy to read, to the point, and action oriented. This assessment translates into a percentage (0% to 100%, see paragraph 5.4) of the maximum available points.	225
5.2.1.2	Methodology - The extent to which the methodology is clearly described and the limitations of the methodology are discussed. This assessment translates into a percentage (0% to 100%, see paragraph 5.4) of the maximum available points.	225
5.2.1.3	Sampling strategy or selection of case studies /interviewees: - The extent to which the selection of the sample and/or the selection of case studies and interviewees are convincingly motivated; - The extent to which the selection bias is minimized and/or the right and sufficient people were interviewed to gain a thorough understanding of the relevant issues at hand (e.g. different angles are included or a representative selection of respondents; and - The extent to which the limitations of the applied strategy are discussed. This assessment translates into a percentage (0% to 100%, see paragraph 5.4) of the maximum available points.	225
5.2.1.4	Contribution of effects to the intervention: - The extent to which the report presents plausible contribution claims for the effects of the intervention; - The extent to which the report verifies the intervention logic step by step; and - The extent to which other (contextual) factors are considered in the report. This assessment translates into a percentage (0% to 100%, see paragraph 5.4) of the maximum available points.	225
5.2.1.5	Foundation of conclusions: - The extent to which the conclusions are clearly presented and logically follow from the results; - The extent to which the conclusions are based on different sources (triangulation); and - The extent to which the conclusions are presented in a way that they can be traced back to the findings (e.g. the report explicitly mentions how the data is synthesized). This assessment translates into a percentage (0% to 100%, see paragraph 5.4) of the maximum available points.	225
5.2.1.6	Actionable recommendations - The extent to which the recommendations are logically linked to the conclusions; - The extent to which the recommendations are validated; and - The extent to which the recommendations are written in an accessible and actionable way (specific who is suggested to take what action with what level of urgency). This assessment translates into a percentage (0% to 100%, see paragraph 5.4) of the maximum available points.	225
Total points available		1350

5.2.2 Evaluation approaches Tenderer is specialized in

For this criterion will be assessed to what degree Tenderer is specialized in evaluation approaches¹. RVO is for this criterion specifically interested in complexity aware approaches.

For this criterion Tenderer must:

- Explain concisely its vision regarding the pro's and cons of the three main evaluation approaches Tenderer is specialized in; and
- Provide maximum three concise examples per approach explaining why and how this approach was applied.

To respond to this criterion Tenderer is obligated to use annex 3.b. The explanation of the evaluation approaches and their respective examples will be assessed based on the subcriteria listed in the table below.

Per approach		
Subcriteria	Maximum points available	
Explanation of the approach (vision regarding its pro's & cons) - The extent to which your explanation is concrete, convincing, and relevant. This assessment translates into a percentage (0% to 100%, see paragraph 5.4) of the maximum available points.	180	
Example 1 - The extent to which this example is concrete, convincing, and relevant. This assessment translates into a percentage (0% to 100%, see paragraph 5.4) of the maximum available points.	40	
Example 2 - The extent to which this example is concrete, convincing, and relevant. This assessment translates into a percentage (0% to 100%, see paragraph 5.4) of the maximum available points.	40	
Example 3 - The extent to which this example is concrete, convincing, and relevant. This assessment translates into a percentage (0% to 100%, see paragraph 5.4) of the maximum available points.	40	
Total points available per approach		300
Total points available for the three approaches together		
		900

5.2.3 Facilitating learning

The International Development department of RVO focuses their evaluation efforts on learning for quality improvement of programmes, both internally (e.g. actionable lessons for the programme or project) and externally (e.g. lessons for external stakeholders). For that reason, RVO searches for Tenderers who are capable of organising and facilitating learning activities based on evaluations, e.g. facilitate validation and knowledge sharing workshops, multi-stakeholder dialogues, providing actionable recommendations and communication materials etc.

For this criterion Tenderer must provide the following using annex 3.c:

- Tenderers describes concisely maximum three types of learning activities, including why this activity was used for learning, pro's & cons, in what context it can be useful, and an example of how it put the learning activity into practice.

¹ <https://www.betterevaluation.org/methods-approaches/approachesEvaluation Approaches Better Evaluation>

The explanation of the learning activities and the examples will be assessed based on the subcriteria stated in the table below.

Per learning activity		
<i>Subcriteria</i>	<i>Maximum points available</i>	
Explanation of the learning activity (why this activity was used for learning, pro's & cons, and in what context it can be useful) - The extent to which your explanation is concrete, convincing, and relevant. This assessment translates into a percentage (0% to 100%, see paragraph 5.4) of the maximum available points.	150	
Example - The extent to which the example is concrete and related to an evaluation assignment. This assessment translates into a percentage (0% to 100%, see paragraph 5.4) of the maximum available points.	75	
Total points available per learning activity		225
<i>Total points available for three learning activities together</i>		<i>675</i>

5.2.4 Collaboration with local experts

For most evaluations it is important to utilize local expertise from our focus countries, ensuring to engage experts who know the local language(s), know the cultural context and are living in the region.

For this subcriterion Tenderer must provide the following using annex 3.d:

- Tenderer explains concisely for maximum three evaluations in what way they collaborated with local experts or employed them in context of the evaluation. These must be different experts for each of the evaluations used as example. The evaluation(s) must have been conducted within the last three years. The explanation should include name, level of involvement and contact details of the relevant local experts. Contracting Authority has the right to contact the local experts without further consultation to verify the information given.

The involvement of local experts will be assessed based on the subcriteria stated in the table below.

	<i>Subcriteria</i>	<i>Maximum points available</i>	
Overall	Overall involvement local experts - Assessment based on levels of overall involvement in table below	45	
Evaluation 1	Level of involvement local expert - Assessment based on levels of involvement in table below	210	
Evaluation 2	Level of involvement local expert - Assessment based on levels of involvement in table below	210	
Evaluation 3	Level of involvement local expert - Assessment based on levels of involvement in table below	210	
Total points available			675

<i>Overall involvement local experts</i>	<i>Number of points</i>
Local experts have been hired for less than 2 evaluations in DGGF countries	0
At least two different local experts were hired for at least 2 different evaluations in a DGGF-country	45

<i>Level of involvement of local expert</i>	<i>Number of points</i>
A local expert was hired for logistical and other assisting tasks such as data collection	0
A local expert was hired for advice on the content of the evaluation (e.g. regarding stakeholders, context, conclusions).	45
A local expert was hired as one of the main evaluators and was involved throughout all phases of the study: in the design of the study, its execution, data analysis and formulating recommendations.	90
A local expert was hired as team-lead of the evaluation team and was responsible for the design of the study, its execution, data analysis and formulating recommendations.	210

5.2.5 Thematic expertise

For this criterion the following criteria are assessed:

- Tenderer's level of thematic expertise on one or more focus themes;
- Tenderer's level of expertise regarding cross-cutting themes in evaluations conducted.

5.2.5.1 Focus themes

For this subcriterion Tenderer must provide the following:

- Maximum of two experts Tenderer wishes to use for this criterion and a maximum of two focus themes per expert on which the level of expertise can be determined by the Contracting Authority;
- Concise evidence on the basis of which the Contracting Authority can determine what the expertise level of the experts is, using the format in annex 3.e.

We do not expect that your team will provide expertise on each focus theme. Therefore, per Tenderer **maximum two experts can be put forward**. Per expert the evidence for their level of expertise can be presented on **maximum two focus themes** (see table below). The core expertise of the two experts can be overlapping or unique. The experts must be at the disposal of the Tenderer for performing evaluations under this Contract, either as an employee of the Tenderer, or as (an employee of) a subcontractor or consortium partner.

<i>Focus themes</i>	<i>Explanation</i>
Water	Integrated water resource management, climate adaptation (river basin management, land subsidence), safer deltas and improved water management, emergency response to water disaster, and WASH
Private Sector Development	Stable business environment and solid entrepreneurship, sustainable value chains, employment opportunities, digitalization, sustainable trade, and investment by Dutch companies in international markets
Food security	Resilience of local food systems, sustainable management of land and water, local value chains, and land rights
Energy and climate	Access to renewable energy, clean cooking solutions, just energy transition, climate mitigation, and climate diplomacy

Responsible Business Conduct (<i>as goal</i>)	Combating child labour, sustainable value chains, improving working conditions, and due diligence
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The level of expertise on the focus themes will be assessed based on the subcriteria listed in the table below.

	<i>Subcriteria</i>	<i>Maximum points available</i>	
Expert 1	Level of expertise focus theme 1 - Assessment based on levels of expertise in table below	90	
	Level of expertise focus theme 2 - Assessment based on levels of expertise in table below	90	
Expert 2	Level of expertise focus theme 1 - Assessment based on levels of expertise in table below	90	
	Level of expertise focus theme 2 - Assessment based on levels of expertise in table below	90	
Total points available		360	

The points for the level of expertise on the focus themes will be determined based on the levels and the respective points listed in the table below.

<i>Level of expertise per focus theme</i>	<i>Number of points</i>
No evaluations conducted on theme, and no relevant educational background	0
One evaluation conducted on theme, and relevant education (degrees, courses, trainings)	10
A minimum of three evaluations conducted on theme and relevant education	20
A minimum of three evaluations conducted on theme, and one publication* on the theme / contribution as speaker on a conference on this theme	45
A minimum of three evaluations conducted on theme, and a minimum of three publications on the theme / contributions as speaker on a conference on this theme	90

**scientific publications, on thematic expert websites, or widely used knowledge product*

5.2.5.2 Cross-cutting themes

Within many of our evaluations, certain cross-cutting themes are crucial to take into consideration when analysing the findings: what is the impact at system's level, for different genders and specific population groups, for greening/biodiversity, climate and regarding responsible business conduct.

For this subcriterion Tenderer must provide the following using annex 3.f:

- For each cross-cutting theme Tenderer must describe concisely its expertise level on that theme.

The level of expertise on the cross-cutting themes will be assessed based on the subcriteria stated in the table below.

	<i>Subcriteria</i>	<i>Maximum points available</i>	
Equity, gender and social inclusion	Level of expertise on this cross-cutting theme - First the level of expertise is determined on the basis of the levels that are described in the table below; - Secondly is determined the extent to which the respective explanation is concrete, convincing, and relevant. This assessment translates into a percentage (0% to 100%, see paragraph 5.4) of the score you achieved for the level of expertise.	30	
Greening, biodiversity and climate	Level of expertise on this cross-cutting theme - First the level of expertise is determined on the basis of the levels that are described in the table below; - Secondly is determined the extent to which the respective explanation is concrete, convincing, and relevant. This assessment translates into a percentage (0% to 100%, see paragraph 5.4) of the score you achieved for the level of expertise.	30	
Responsible Business Conduct (as prerequisite/standard)	Level of expertise on this cross-cutting theme - First the level of expertise is determined on the basis of the levels that are described in the table below; - Secondly is determined the extent to which the respective explanation is concrete, convincing, and relevant. This assessment translates into a percentage (0% to 100%, see paragraph 5.4) of the score you achieved for the level of expertise.	30	
Total points available			90

<i>Level of expertise per cross-cutting theme</i>	<i>Number of points</i>
No demonstrable expertise on cross-cutting theme	0
Demonstrable expertise (f.e. degrees, courses, trainings), but not yet applied in an evaluation	10
Demonstrable expertise analyzing and formulating recommendations on cross-cutting theme in at least 1 evaluation study	20
Demonstrable expertise with considering the cross-cutting theme in several evaluation studies	30

5.3 Award criteria relating to rates (exclusive of VAT)

For this criterion Tenderer must provide its maximum hourly rate for a junior profile and its maximum hourly rate for a senior profile in annex 4 'Rates'. Please refer to paragraph 3.3 for the requirements relating to the profile of a junior and a senior. On the basis of these two rates an average rate is determined. Consequently, your average rate will be assessed in accordance with the method described in paragraph 5.5.

The rates for local evaluators are country – and therefore assignment – specific and thus not included in this framework agreement. The rates for local evaluators will be requested and assessed in the request for quotations for the Further Agreements.

5.4 Assessment method for qualitative award criteria

Unless specifically otherwise indicated, the assessment team will work in accordance with the following scale for the weighting of the quality criteria.

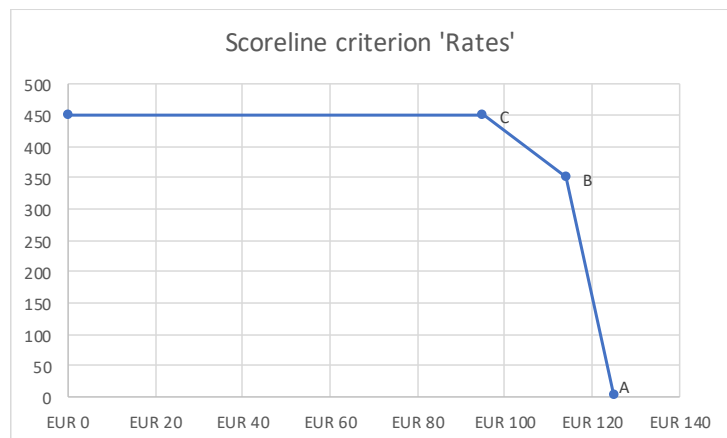
Quality of the response	Weighting percentage of the maximum points available per preference
Excellent, with great added value	100%
Very good, with some added value	90%
Good	80%
Ample	70%
Satisfactory	60%
Average	50%
Fair, not completely satisfactory	40%
Unsatisfactory	30%
Poor, insufficient	20%
Very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

5.5 Assessment of rates

For the award criterion Rates you can earn a maximum of 450 points for an average rate of EUR 95 excl. VAT (point C in the graph below). A rate below EUR 95 excl. VAT does not earn you extra points. At the bottom of the graph an average rate of EUR 125 excl. VAT will result in the minimum of 0 points (point A in the graph below). A lower rate will yield proportional more points till 350 points for an average rate of EUR 114 excl. VAT (point B in the graph below). If the rate you offer is below EUR 114 excl. VAT, then you will receive proportional more points till the maximum of 450 point for the rate of EUR 95 (point C in the graph below).

Please do note that an average rate of more than EUR 125 excl. VAT will result in your Tender being disqualified from the assessment process and therefore you are eliminated from contention.

The graph below shows the integral scoring progress.



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 individually according to the award criteria stipulated in section 5. First, Tenderer's proposal will be assessed for the quality criteria 5.2.1 up to 5.2.5. Each quality award criterion will be assessed by at least three subject matter experts. Secondly, one or more consensus meetings will follow to determine the definitive scores of the Tenderers on each quality award criterion, and consequently decide which Tenderers win the tender procedure.

Note: A maximum of **4050 points** can be obtained for your response to the qualitative award criteria as described in paragraph 5.2. The Tenderer must score a minimum of 2430 out of the 4050 points (60%) that can be obtained for the qualitative award criteria. If the award criteria are valued with a lower score than 2430 out of the 4050 points, the Tender is set aside and excluded from further participation in the tendering process and will not be further assessed on the prices/rates.

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 whole digits. 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 criterion 5.2.1 'Technical ability and experience in evaluation methods'. In the event that the highest scoring Tenderers also achieve an equal score for this criterion, 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 and subsequently the award process will 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: Mr Thomas van Oudheusden via thomas.vanoudheusden@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

Evaluations international programmes RVO - 202311014

Gewijzigde veldcode

Gewijzigde veldcode

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 - EPSP	European Single Procurement Document*	Fill in, legally sign and add to TenderNed
References	A maximum of one reference that shows the required core competences	Fill in the mandatory format (annex 2) and add this to TenderNed
Award criteria	A separate response to each of the Tendering Authority's award criteria using the mandatory formats (annexes 3.a to 3.f)	Fill in the mandatory formats (annexes 3.a to 3.f) and add these to TenderNed
Rates	The maximum rates you offer for this Contract	Fill in the mandatory format (annex 4) and add this to TenderNed

* See Subsection 7.3.16 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.

During the fulfilment of the contract, communication must be conducted in Dutch or 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, Data processing Agreement 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) Contracts. Only the definitive Contracts 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.

7.4 Further Agreements within the Contract

For each evaluation to be performed under this Framework Agreement, the six Framework Contractors are always put in competition by means of a Request for Quotations (mini-competition). The rates agreed within the framework of the Framework Agreement shall apply as a maximum for the rates to be agreed in the Further Agreement. Framework contractors may therefore offer lower rates in the tender for the Further Agreement than agreed in the Framework Agreement, but not higher rates.

After the Request for Quotations, Contracting Authority intends to enter into a Further Agreement with the Contractor who submits the most economically advantageous Quotation for the evaluation. To this end, the Contractors with whom a Framework Agreement has been concluded are again called upon to compete. In each Quotation, Contracting Authority aims to take the quality into account for 90% and the price for 10% in order to arrive at the Quotation with the best price-quality ratio.

Every Request for Quotations procedure has at least one round of questions. Contractor is obliged to notify in writing no later than the deadline for asking questions for the first round of questions whether it will submit a quotation. In case after that deadline it appears that none of the Contractors will submit a quotation then Contracting Authority will tender that evaluation

assignment outside the Framework Agreement. If the value of the evaluation assignment is below the European tender limit, the evaluation will be put out to tender by multiple or single negotiated tender with parties other than those under the framework agreement.

Annexes

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

Annex 1: European Single Procurement Document

Annex 2: References

Annex 3a: Mandatory response format for criterion 5.2.1

Annex 3b: Mandatory response format for criterion 5.2.2

Annex 3c: Mandatory response format for criterion 5.2.3

Annex 3d: Mandatory response format for criterion 5.2.4

Annex 3e: Mandatory response format for criterion 5.2.5.1

Annex 3f: Mandatory response format for criterion 5.2.5.2

Annex 4: Rates

Annex 5: Draft Framework Agreement

Annex 6: Draft Data processing Agreement

Annex 7: ARVODI-2018

Annex 8: Complaints Procedure

Annex 9: Integrity Code of Conduct for the Central Government Sector (*Gedragscode Integriteit Rijk*)