



Tender Document

**Invitation to tender in accordance with
the European open procedure for the
execution of services aimed at
Contributing to increased water efficiency
and biodiversity conservation in the
Colombian coffee sector**

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Definition of terms

Tendering authority	The Netherlands Enterprise Agency (RVO), department 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.
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 Contracting 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 (Public Service Contract (ARVODI-2018)).
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 execution of services aimed at stimulating water efficiency and biodiversity conservation in the Colombian coffee sector, with an impact on the Ciénaga Grande de Santa Marta.

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) of the Ministry of Economic Affairs & Climate Policy. The Procurement Office (IUC-EZK) will act as process manager during this tendering process.

1.2 Reason for this invitation to tender

The Netherlands is internationally well-known for its expertise on water management, which is therefore one of the cornerstones of the bilateral relationships the Netherlands maintains. Through the Netherlands International Water Ambition (IWA), more intense relationships with other countries are aimed for, which are fostered through strategic partnerships with seven so-called delta countries. Under the NIWA, several ministries are involved: Foreign Affairs (BZ), Agriculture, Nature and Food Quality (LNV), Economic Affairs and Climate (EZK) and Infrastructure and Water Management (I&W). Ultimate aim is to increase water security and water safety in the world of humans, plants and animals, and optimize the Dutch contribution to this aim. The Partners for Water (PFW) program explicitly focuses on the nexus of water/biodiversity/food and connects to the international policy focus of the Netherlands Ministry of Agriculture, Nature and Food Quality.

The governments of Colombia and the Netherlands have a history of cooperation in issues related to water efficiency and biodiversity conservation. An important project, supported by the Government of the Netherlands, was "Manos al Agua". Even though the project described in this Tender Document has different objectives and requires a different approach, it is important to take note of the lessons derived from this project, as described in the subsequent paragraph. Manos al Agua was a public-private partnership from 2013 to 2018. The aim of the partnership was to stimulate sustainable water management in the coffee sector.

The community and landscape perspective involved all coffee producers in the river basins. Manos al Agua showed that the negative impacts that are related to excessive use of water and pollution occurred mainly downstream. The project revealed that a strong business case for the local farmers is crucial to stimulate environmental sustainability of the coffee sector. Since Manos al Agua showed the importance to not put the burden of water security regulations and costs on the coffee farmers but rather absorbed that through value change for the producers, this PFW project encourages to not only work with the local coffee farmers representatives but also directly with the farmers themselves through monitoring and evaluation.

Recently, support from the Netherlands has prioritized the Ciénaga Grande de Santa Marta (CGSM), a wetland of international importance or Ramsar Site, as an area where the nexus of water/biodiversity/food can be fully explored to support Colombia's aim of increasing the sustainability of natural resource management in the area.

The project described in this Tender Document will indirectly support the implementation of the GEF- (Global Environment Facility) funded project for the conservation of the CGSM in its Component 3, aiming at improving the sustainable use of natural resources by productive sectors located in this area, which includes the coffee sector.

1.3 Time schedule

The schedule below applies to this tendering process.

26 March 2024	Issuing of publication, start of tendering period.
4 April 2024, 10:00 CEST	Closure of 1st 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).
15 April 2024	Issuing of 1st Memorandum of Information.
19 April 2024, 10:00 CEST	Closure of 2nd round of questions: deadline for the Tenderer to submit questions.
25 April 2024	Issuing of 2nd Memorandum of Information.
8 May 2024, 10:00 CEST	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.
8 May 2024 up to and including 9 June 2024	Assessment of Tenders.
10 June 2024	Announcement of the award of the Contract.
26 June 2024	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
1 July 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.
8 July 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 project

This project is financed through the Partners for Water Program, executed by the Netherlands Enterprise Agency (RVO), part of the Netherlands Ministry of Economic Affairs and Climate. The Partners for Water Program is commissioned by the Ministry of Infrastructure and Water Management on behalf of the Interdepartmental Water Cluster.

The project objective is to support key local- and national counterparts in their effort to conserve the CGSM Ramsar area, by working with the coffee sector of the Fundacion and Aracataca river basin in the implementation of water efficiency and decontamination technologies, aimed at generating impact on biodiversity conservation in the area. For this purpose, the project will focus on the Fundacion and Aracataca watersheds, where the Contractor will carry out a diagnosis on the current use of water saving and decontamination technologies. This includes current use, obstacles, upstream and downstream impacts and challenges generated by the climate change scenarios in order to propose a technological improvement and/or management alternative that can support the process of scaling up water saving and decontamination technologies to protect the ecological and biodiversity-related qualities of the watershed and its essential role to the community.

Following the diagnosis, the Contractor will install a pilot (to be integrated with the demonstration farms that are part of the GEF-funded project) of the proposed technology or management alternative. This pilot has the ambition to provide direct inputs to the GEF-funded project, as described in paragraph 1.2, aimed at improving coffee farms and to make water efficient technologies available to smallholder coffee producers in the CGSM region. An assessment of the ecological and financial benefits of the proposed technologies should be carried out to support the business case and upscaling opportunities for smallholder coffee producers in the region. To realize this, the interests and values of water for multiple stakeholders must be considered through an inclusive and bottom-up approach. From the start of the project this requires a close cooperation with the coffee producers, with Invemar as the GEF-project implementing agency and with the FNC that represents the coffee growers in Colombia, as well as its research branch, Cenicafé. These and other key counterpart organizations are further elaborated in paragraph 2.1.3.

The Contractor has to execute the following services/activities:

1. Socializing on the project with key partners and beneficiaries (paragraph 2.4.1);
2. Collecting insights on the current situation and potential climate change scenarios (paragraph 2.4.2);
3. Proposing a technological improvement or management alternative (paragraph 2.4.3);
4. Implementing a pilot of the previously proposed solution (paragraph 2.4.4);
5. Providing an assessment of the ecological and financial benefits (paragraph 2.4.5).

2.2 The Colombian coffee sector and the COL-NL relationship

The coffee sector continues to be a priority for the Netherlands-Colombian cooperation, through initiatives of the Embassy of the Netherlands in Colombia such as "Opportunities for Tomorrow" to support small producers in their traceability systems to promote zero-deforestation products and to comply with the new European regulations (EUDR). In addition, the Netherlands Embassy in Colombia has prioritized the coffee sector (along with avocado and golden berries) in the combi-country strategy "Sustainable Sourcing and Monitoring of Agri-food Systems & Forests" which aims to both stimulate local private sector development and look for business opportunities for Dutch companies. As part of the combi-country strategy, a project in the coffee sector will be developed to analyze and map initiatives that contribute to a more circular and sustainable value chain. These solutions/innovations in the coffee value chain will also connect Colombian needs with Dutch expertise, where markets opportunities could be unlocked in the Netherlands (and the EU in general).

Through the Partners for Water (PfW) program, the Netherlands has been working with Colombian authorities in the Magdalena department on several initiatives aimed at increasing the sustainability of the agricultural sector, particularly regarding the use of water resources. These initiatives are in line with the priorities of the Colombian government with regards to the conservation and sustainable use of the natural and cultural resources of the Ciénaga Grande de

Santa Marta (CGSM) and the Sierra Nevada de Santa Marta (SNSM), two hotspots for biodiversity and cultural wealth encompassing protected areas of international importance, including the denominations of the Ciénaga as a wetland of international importance in the Ramsar Convention, an International Bird Area, and a Biosphere Reserve of the UNESCO.

2.2.1 Project area and focus

The CGSM ecoregion is the most important coastal wetland complex in the Colombian Caribbean and one of the most important estuarine deltas in the continent, covering an area of approximately 400,000 hectares. Nonetheless, this ecosystem has been subject to severe ecosystemic and hydrological changes brought forth by the construction of the Ciénaga-Barranquilla highway, the expansion of the agricultural frontier in the wetlands basin and the consequent sedimentation of the wetland, as well as the contamination of water with sewage and agrochemicals, and insufficient amounts of water received by the wetland as demand for water for domestic and agricultural use increases in its watershed. Additionally, social conflict at the turn of the century led to the occurrence of massacres and situations of illegality in the control of the territory, which undermined the ability of the State to be present and exercise authority. The Interinstitutional Coordination Committee for the Integral Management of the Ciénaga Grande de Santa Marta was formed (Resolution 1300 of 2016), with the participation of regional and national environmental authorities, among others, from which the main problems of the CGSM were prioritized, but interinstitutional coordination, as well as funding to implement its mandate, have remained a challenge.

Along with banana and palm oil, coffee is one of the most important economic activities of the Magdalena department, where over 5,000 farms in the municipalities of Ciénaga, Santa Marta, Fundación and Aracataca cover an area of almost 18,000 hectares of coffee plantations, of which 67% hectares are certified as sustainable crops. Coffee production is a particularly important economic activity in the municipalities of Fundación and Aracataca, which connect the SNSM with the CGSM through the watersheds of two rivers bearing the same names as the municipalities. In these two municipalities, the FNC registers almost 4,000 hectares of coffee in 1,418 farms. With an average of plantation of 2,8 hectares of coffee, these are small-scale producers, yet have an important role in sustaining the local economy, as 465,375 daily wages and over 2.8 million kilos of coffee are generated annually. One of the characteristics that make coffee growing in Magdalena unique from the rest of the country is the need to use shade trees to protect the plantation from extreme heat and water deficit, which is an added value of the crop in conserving the rich biodiversity of the SNSM: 93% of the area cultivated with coffee in the department has total or partial shade. However, water inefficiency and contamination from coffee production are the main obstacles to the sustainability of the activity and are directly related to the main problems that the CGSM faces today.

This PFW project contributes to the implementation of component 3 of the GEF project to support the sustainability of coffee production in the CGSM water basin of the Fundación and Aracataca rivers, with the aim of sustaining the water and natural resources of this region (see Figure 2). This includes water saving solutions in the postharvest process and reduction in pollution from coffee production in the region. It will support recommendations to improve sustainability and equitable practices in the SNSM through the distribution and improvement of technology and coffee processing methods.

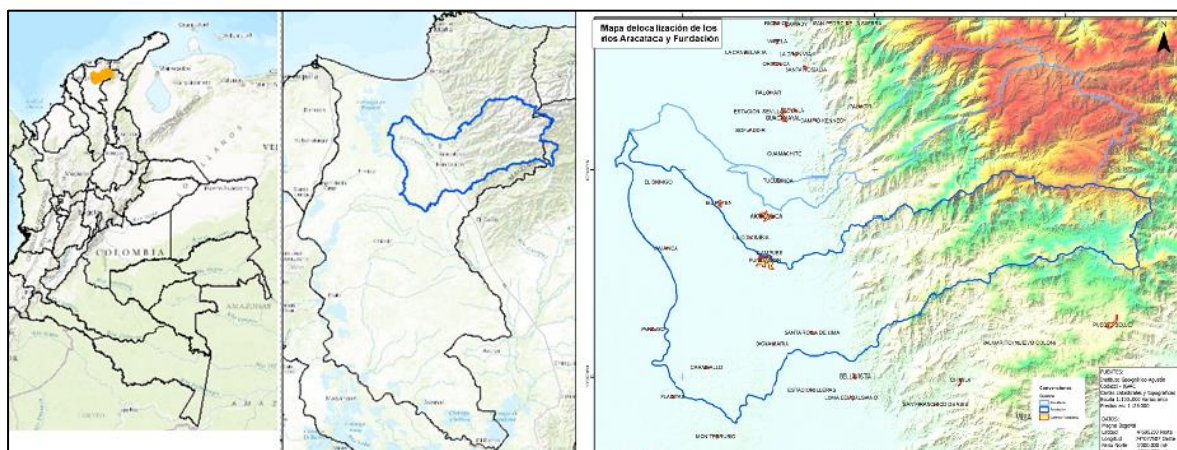


Figure 2: Location of the watersheds of the Fundación and Aracataca rivers in the context of Colombia (left) and the department of Magdalena (center). Source: Fundaherencia, 2016

2.3 Key counterpart organizations

ORGANIZATION	TYPE OF INVOLVEMENT AND RESPONSIBILITY
RVO – Partners for Water (PFW)	Contracting authority, responsible for project management. Any change related to budget, planning and/or deliverables needs to be approved by the appointed RVO program advisor.
Embassy of the Kingdom of the Netherlands in Colombia	The Agricultural, Nature and Food department of the Embassy of the Netherlands in Colombia supports the implementation of the activities within this assignment whenever necessary to improve the advancements of the activities.
Invemar	Invemar is the GEF implementation agency for the CGSM project. Its role will be to incorporate and harmonize the PFW project within the GEF project and work in synchrony so that the PFW project can be well aligned with local stakeholders and embedded in the governance structure of the CGSM. It is also expected that GEF will support the definition of the pilot project's emphasis and its implementation, as well as to incorporate the projects' results in the implementation of the coffee pilot farms and water solutions of the coffee sector that will be part of the GEF investments.
Federación Nacional de Cafeteros (FNC) and Cenicafe.	FNC has ample information on the coffee growers located in the proposed project area and it plays a key role in sustaining the activities of the project in the future. FNC and its research branch, Cenicafe, can provide data and information on water efficiency systems and green filter systems by the Foundation's watershed; support the capacity building process; monitor the effectiveness of the technologies implemented in a demonstration farm and replicate them in this watershed and other areas of the country.
Water Stewardship Platform (Plataforma de Custodia del Agua - PCA)	The platform is a key partner for the implementation of governance strategies and initiatives related to water in the Frio River and Sevilla River basins and is currently aiming to increase its area of work to the Fundación and Aracataca watersheds. PCA can be a valuable partner for communicating the results of this assignment with local and regional stakeholders.
Ministerio de Ambiente y Desarrollo Sostenible (MADS)	This is the highest-level environmental agency in Colombia and is in charge of the management of the CGSM due to its category as a Ramsar Site. MADS is part of the CGSM GEF project's Steering and Technical Committees.

Other organizations who should be informed by the Contractor of the project activities (objectives and results) due to possible complimentary activities are:

- Gobernación del Magdalena;
- Municipalities of Fundación and Aracataca;
- Universidad del Magdalena;
- Cafecosta (local coffee association);
- National Natural Parks;
- Corporación Autónoma Regional del Magdalena – Corpamag.

The two last ones are part of both the Steering and Technical Committees of the GEF project, so it is to be expected that they will follow the PFW project's execution. It is also worth noting that Corpamag has a working agenda with the coffee sector to improve the sector's sustainability, so their interest in the project is expected.

2.3.1 Alignment with the GEF project and other regional activities

The PfW project is aligned with the GEF project and the current priorities of the Colombian government in terms of environmental sustainability and economic value for the coffee farmers while simultaneously enhancing conservation in the CGSM. The GEF project has as its objective “to improve the ecosystem health of the Ciénaga Grande de Santa Marta –CGSM- as a means to promote the conservation of biodiversity” through the following three components:

1. strengthening environmental governance;
2. conservation and restoration of protected areas and forests, providing the technical tools for the management and monitoring of biodiversity in the CGSM, including water use efficiency, forest conservation, and landscape connectivity; and
3. sustainable forest and land-use management, which aims to increase the area under sustainable production practices by working with the producers in the livestock, oil palm, banana, and coffee, sector.

Such efforts will be in line with the current projects of the Colombian government to support the conservation of the CGSM by increasing the environmental sustainability of the economic sectors impacting the water resources of the CGSM and the SNSM. The Ministry of Environment and Sustainable Development (MADS) of Colombia has three major internationally funded projects in the area:

1. one executed by FAO (Herencia Colombia) for the last year;
2. a second GEF-funded and Invemar-implemented project that will begin implementation this year in the Aracataca and Fundacion watersheds; and
3. a third one being formulated by the Herencia Ambiental Program of the MADS. In 2021, the government of the Netherlands became a partner of the GEF-funded project by signing an agreement to support its implementation.

GEF project component 3: Due to the alignment of the PfW project with component 3 of the GEF project, the following information elaborates further on component 3, which can be of relevance to the Contractor.

In the context of component 3, the GEF project will establish conservation agreements with farmers of the productive sector, including the coffee sector, with the aim of improving the sustainability of the current production systems, protecting the natural habitat available in those farms, and improving water efficiency. A total of 125 coffee farms are expected to sign a conservation agreement and undergo a process of farm planning and zoning for sustainability purposes. The land owners are expected to contribute USD \$1,000 in kind or in cash in improving the sustainability of their farm, and the project will offer them an incentive of USD \$2,500 (an “agroecological bond”) that they will be able to use towards acquiring technology or goods that will improve water use-efficiency and quality, such as: water harvesting through reservoirs or irrigation systems, irrigation sensors, biodigesters, canals with aquatic plants for ecological coffee processing, amongst other. The possible investments of the bonds will be reviewed annually by the project's technical committee so that it allows for the inclusion of new technologies that meet the objectives of improving water use efficiency and conserving biodiversity.

Another activity included in component 3 of the GEF Project is building 5 demonstration farms of the coffee sector, that will serve to showcase and transfer knowledge and technology, particularly to coffee farmers that did not sign conservation agreements. Also, the project will identify complementary financing strategies through partnerships (credit lines, carbon market, for example) to allow for the financial resources needed to promote the adoption of the sustainable agricultural practices in an additional 120 farmers (this number is for all productive activities, the project does not specify how many of these will be coffee farmers). A pilot in behavioral economics experiment will be carried out to implement nudges that aim to promote the adoption of water-saving agroecological practices and water-saving agroecological practices and ecosystem connectivity, amongst other producers in the area, to scale-up the technologies available.

Component 3 activities include technical assistance in agroecological principles and practices, participatory farm planning, and climate change adaptation actions, considering gender and ethnic approaches (200 workshops for producers and 75 for technicians). Technical assistance is

expected to have a gender and cultural approach, in order to cater to the needs of women and the social norms of the indigenous communities present in the area.

For component 3 of the GEF project, year 1 and 2 will focus on the preparatory and diagnostic activities that will support the implementation of the incentives (design phase), while implementation will take place in years 3-5.

In this respect, the expected activities and deliverables of this PfW project (this Tender) will support the identification of water saving and decontamination technology that the GEF project can then include in the incentives that will be offered to the coffee growers within the conservation agreements, with additional support and participation of the FNC.

Also, the PfW project is in line with other local initiatives for improving the sustainability of the coffee sector in the CGSM ecoregion, which will support the integration of the project in the governance scheme and management plans for this region:

- As mentioned before, FNC and Cenicafe, its research branch, have developed technologies for wastewater management in coffee farms and implemented a pilot in the Frio and Sevilla watersheds of the Ciénaga, but have been unable to update them to the current legal standards and realities (climate change, cultural traditions, etc.) of the CGSM territory, and to the particular needs of the Fundacion and Aracataca watersheds where the GEF and PfW projects will focus. FNC and Cenicafe have expressed interest in supporting the development of projects in the Fundacion and Aracataca watersheds that aim to:
 - o support a coffee demonstration farm for the CGSM-SNSM region;
 - o update the current information on the appropriation of and the specific technologies used for water decontamination and efficiency;
 - o help identify carbon fixation by such technologies; reduce agrochemical content in wastewaters; and
 - o support climate change adaptation to reduced water availability.
- The Water Stewardship Platform (Plataforma de Custodia del Agua, PCA) which has focused on the Sevilla and Frio watersheds of the CGSM, has worked with the coffee sector of the Magdalena department and prioritized the need to measure and reduce the water footprint of the sector through implementation of technologies for the efficient management and decontamination of water in this ecoregion; the PCA is currently aiming to increase its area of influence to the Fundacion and Aracataca regions, maintaining its working priority with the coffee sector and, thus, offering interesting opportunities to connect to the PfW project;
- The University of Magdalena has been supporting the coffee growers in the municipality of Cienaga in creating sustainable innovations and appropriation processes of clean technologies, which can also be an interesting point of connection in working similar issues in the contiguous watershed of the Fundacion river.

2.4 Services Contractor / project Activities

2.4.1 Project activity 1: Project start-up phase and liaising with GEF-project executor Invemar and the FNC to ensure project coordination and alignment with the GEF initiative and local stakeholders

This project must be aligned with, and contribute to the activities of the GEF project, so it is necessary to be in constant coordination with Invemar, particularly the GEF team leading the GEF component 3 activities. It is expected that the deliverables of the PfW project will provide the basis for implementing water saving and decontamination technologies that the GEF project will include in both the incentives for coffee grower beneficiaries of the project (GEF activity 1) and the demonstrative farms for the coffee sector (GEF activity 3). Therefore, coordination is needed so that the deliverables of the PfW team comply with the expectations of the GEF project executors, who will then adopt those products and implement/upscale them. The FNC will also participate in this process and accompany the PfW and GEF teams, as they represent the individual farmers and have the baseline information of prior research that is the basis for working with the coffee producers. FNC also has various tools and opportunities to upscale the proposed technological improvement or management alternative.

The GEF project is led by the national government (MADS and Ministry of Foreign Affairs) and was constructed with ample participation of the various levels of government (national, regional and local), as well as with the support of NGO's and private sector organizations. The project will have a Steering Committee (SC) with participation of MADS, Corpamag, the National Natural Parks Unit, and the research institutions IAVH and INVEMAR. This Committee will be responsible for providing strategic guidance to the project. There will also be a Technical Committee, which will be comprised of technical counterparts of the same institutions of the SC. Additionally, strengthening the environmental governance of the CGSM is one of the three GEF project outcomes (Component 1), so the project will promote stakeholder agreements (i.e., local, national, private, and public) that result in interinstitutional articulation in the following areas: monitoring, control, and surveillance, as well as conservation, restoration, and sustainable production. Such strong governance structure will allow the PFW project to be embedded within the local priorities for the CGSM and to work in synchrony with other local stakeholders. This is particularly important to ensure that the GEF investments that are complementary to this project's deliverables, such as the investment in the technologies and in pilot farms, are in line with the timing and recommendations resulting from this project, as have been agreed between Invemar and the government of the Netherlands.

It is also crucial to work in partnership with the Federación Nacional de Cafeteros (FNC) and its research branch, Cenicafe. FNC has a local office in Santa Marta that covers the Magdalena department, they have ample information on the coffee growers located in the proposed project area and play a key role in sustaining the activities of the project in the future. It is therefore important to coordinate all activities with FNC and Cenicafe.

As part of the project coordination with local stakeholders, the Contractor will work with the "Plataforma de Custodia del Agua" and other spaces that might be developed for the GEF project, in socializing and following up on the project. For example, the Technical Committee of the GEF project is expected to have meetings at least four times a year, and these spaces may provide an interesting opportunity for socialization of the project. It is expected that the Contractor will participate in the local collaboration spaces, including one at the beginning of the project to socialize the initiative and another one at the end of the project to socialize the results. It will be particularly important to socialize the project with Corpamag from the start (Corpamag is both a member of the PCA and the Steering Committee and Technical Committee of the GEF project).

DELIVERABLE 1a: Monthly follow-up meeting minutes (Invemar and/or FNC-Cenicafe) and workshop minutes for collaboration events.

DELIVERABLE 1b: Updated work plan (based on the Contractors proposal as part of this tender) and collaboration strategy with the key counterpart organizations.

2.4.2 Project activity 2: Review the current application of water saving and decontamination technologies used in the Fundacion and Aracataca watersheds, its ecological and biodiversity-related impacts and the challenges following the applicable climate change scenarios

This activity requires field visits to several coffee farmers to apply surveys to collect the necessary information, as well as a review of the secondary information available to understand:

1. The degree of local appropriation of the water saving and decontamination technologies used in the basin;
2. The barriers to scaling-up these technologies in the river basins;
3. The impacts and potential of coffee production on the ecological qualities and biodiversity of the river basins;
4. The challenges in water management under a climate change scenario, with particular emphasis on the role that water saving and irrigation can have in the farm;
5. Understanding the impact of (upstream) coffee production for downstream agricultural activities and the consequences for the Ciénaga Grande de Santa Marta.

It is recommended that the surveys are designed with Cenicafe so that the process is compatible with FNC's current information system on coffee growers for the region. Also, working with FNC will allow for the identification of the coffee growers in the area, review of related information that

has already been collected by FNC, and the definition of the number of coffee growers to which the survey should be applied.

An analysis of the climate change scenario for the project area is critical and should offer a general overview of the impacts on water use for the coffee growing activities in the SNSM as well as recommendations for expected adaptation measures needed in the area and areas of further technological development and technical assistance. As such, it should deliver direct inputs for project activity 3, the identification of technical improvements and/or management alternatives for water saving- and decontamination technologies in the coffee sector.

DELIVERABLE 2a: Report on local appropriation of technologies, barriers to their scaling up and opportunities to increase the sustainability of the coffee farms for both the upstream and downstream stages of the production process.

DELIVERABLE 2b: Analysis of the impacts and potential of coffee production on the ecological qualities and biodiversity of the river basins. Furthermore, the analysis should address the challenges imposed by climate change on the availability and use of water for coffee production. The analysis also focuses on the identification of key areas in which to generate climate change adaptation measures and general recommendations.

2.4.3 Project activity 3: Identify a possible technological improvement that could support the process of scaling up water saving and decontamination technology and propose a pilot project

From the results obtained in the first and second activity, and the analysis with other project partners, the Contractor should choose one or a combination of alternatives from the list below, aimed at developing a technological improvement that supports water efficiency and decontamination in the coffee sector with impacts on the Fundación and Aracataca basins:

1. Green filter technology for decontamination of water;
2. Reduction of agrochemicals from run-off water;
3. Irrigation for a scenario of decreased water availability;
4. Water recollection and management within the farms, for a scenario of decreased water availability.

The selection of the specific type of alternative will be based on criteria, for which the Contractor has to perform an evaluation, to be shared as part of the deliverable of project activity 3:

- the most-relevant needs of the local populations;
- technical strength of the Contractor;
- positive environmental impact for the CGSM;
- climate change adaptation; and
- most added value to the GEF project and FNC lines of work.

It is required to meet with the GEF team in Invemar and the FNC-Cenicafe teams accompanying the project, to ensure that the proposed alternative (of the four named alternatives of technical improvements and/or management alternatives) fits in with the GEF activities. Furthermore, it is important to ensure that the results from the chosen alternative(s) can be used as part of the GEF project activities in the coffee demonstration farm and as an incentive for coffee producers joining the GEF initiative. It is important to keep in mind that the proposed technologies/alternatives can be implemented/upscaled by GEF as part of the project.

The alternative does not need to be a new technology for the region, it can, and preferably will, build on experiences already used locally, used in other countries and other parts of Colombia, adapted to the local reality, for example by re-designing existing technology or using existing infrastructure in the region. The Contractor must keep in mind the social, economic, and productive aspects of the area when making the proposed designs, as most farmers in the project area are small producers with a limited capacity to invest in technologies. It is expected that the innovation brought forth for water management will be simple enough to be used by families with

a low level of technical background and be appropriate for the local conditions, given the limited access to electricity, precarious road infrastructure, etc.

The technical designs of the proposed alternative must be complemented with the social and management recommendations that will make the proposal feasible for the study area, addressing the conclusions of Deliverable No.2. Costs must also be included in the analysis, both for setting up the alternative as well as its maintenance. It is important to keep in mind that the agroecological bonds of the GEF project will finance up to USD \$2,500 to signers of the conservation agreements, who are expected to give additional in kind or in cash contributions, which will most likely be in the form of labor force. This has an impact on the technical design of the proposed alternative and should be taken into account.

It is very important to understand the regulatory framework for water use, reuse, and contamination in Colombia, as the laws and regulations define certain parameters to which the technological or management improvement must adhere to. Water use is regulated by the Decree 1076 of 2015, specifying norms for water permits and fees, and Law 373 of 1997, which sets obligations for the efficient use of water by its users. As for water discharge, it is regulated also by Decree 1076 of 2015 (retributions fees), and by Resolution 631 of 2015, which sets the allowed contamination parameters in discharges. These and other policies, such as the National Policy on Integral Water Resource Management, define standards that should be considered in the process of identifying technological improvements for water saving and decontamination.

DELIVERABLE 3a: General technical design, costs and complementary recommendations for technological improvements or management alternative for water efficiency and decontamination in the water sector, fit for future scaling through the GEF-funded project.

DELIVERABLE 3b: Implementation-ready technical design of pilot project(s), financed by and implemented through this PfW-funded project. This technical design should function as input for project activity 4, the implementation of a pilot project of proposed technologies. Next to the technology required for the pilot project, the preparations should include all agreements necessary to ensure implementation as part of project activity 4. Sensors and other requirements for monitoring of the pilot should be incorporated in the technical design.

After the submission of deliverable 3a and 3b, a go/no-go decision will be made by the Contracting Authority. The Contractor has to confirm with the GEF-executor Invemar and FNC local teams (and other stakeholders required for taking the next step, following from the analysis in deliverable 1b) that they agree with the information from Deliverable 3a, i.e. that the information is fit for future scaling through the GEF-funded project. Furthermore, the Contractor has to confirm with GEF-executor Invemar and FNC local teams (and other stakeholders required for taking the next step, following from the analysis in deliverable 1b) that they understand and support the proposed pilot project as defined in deliverable 3b. The understanding and support of Invemar and FNC needs to be confirmed in writing and integrated in the package of deliverables of this project activity. The Contracting Authority will inform the Contractor about the go/no-go decision within two weeks after submission of the final versions of the deliverables of project activity 1, 2 and 3.

2.4.4 Project activity 4: Implementation of a pilot of the proposed technologies

Aimed at impacting the implementation of the coffee demonstration farms within the GEF-funded project, the Contractor will implement a pilot of the proposed technology. The specific farm where this will be done will be chosen according to the results of the surveys implemented in project activity 2, following the technical design as defined in deliverable 3b of project activity 3 and following additional recommendations from the GEF and FNC-Cenicafe teams. All of this is done to guarantee that the farm will be one of the demonstration farms of the GEF project and that the farm owners have a conservation agreement with the GEF project.

This pilot will serve to finetune the technical designs and cost estimations of deliverable 3a and to develop a detailed work plan for the implementation of the technology in the other GEF coffee demonstration farms, along with the recommendations for its implementation and maintenance. It is crucial to involve the GEF-project executing agency Invemar and FNC local teams in the

implementation process of the pilot so that once this PFW funded project has been completed, these entities are able to replicate the innovation in the other demonstration farms of the GEF-project, as well as in other coffee farms that will participate as GEF beneficiaries and can receive the innovative system as an incentive.

DELIVERABLE 4a: Implementation and monitoring of the proposed technology in (at least) one pilot farm;

DELIVERABLE 4b: Analysis and work plan with recommendations for replicating the pilot in the other 4 coffee pilot farms of the GEF project; including an overview of lessons learned and technical findings.

2.4.5 Project activity 5: Determine the ecological and financial benefits of the proposed technologies

A cost-benefit analysis of the recommended technologies/alternatives proposed must be included to assess the economic feasibility, its contributions to biodiversity conservation and the attractiveness of the investment and business case for the coffee producers. The Contractor has to propose an evaluation and monitoring methodology. Part of the analysis of the pilot's benefits should be based on the measurement devices and sensors for monitoring the technology's effectiveness, as incorporated in the pilot. The Contractor has to collaborate with the participating coffee producers, FNC, Cenicafe, and/or any other interested institution on the selection and monitoring of the parameters of the pilot. The preparation of the evaluation and monitoring methodology should be developed in synergy with project activity 4 and is the responsibility of the Contractor. Next to the monitoring and evaluation done by the Contractor, the Contractor should facilitate an agreement and deliver a work plan for continuing the monitoring and evaluation of the pilot's technologies and impacts beyond the duration of the PFW-funded project. The Contractor is expected to include in the report the recommendations for the monitoring and evaluation of the ecological and financial benefits once this project is finished.

DELIVERABLE 5a: Report on ecological and cost-benefit analysis of the proposed water use and decontamination technologies and additional recommendations.

DELIVERABLE 5b: Agreed methodology for continuation of monitoring and evaluation of the pilot after the duration of the PFW-funded project. This agreement should be made with the participating coffee producers, FNC, Cenicafe, and/or any other interested institution.

2.5 Lots

The invitation to tender has not been divided into lots, because all the activities are linked and form together one program.

2.6 Contract Period

The Contracting Authority intends to conclude a Contract for a period of nine (9) months, including one unilateral option for the Contracting Authority to extend the Contract by a maximum of seven (7) months and one unilateral option for the Contracting Authority to extend the Contract by a maximum of two (2) months. After this one and a half (1,5) years, the Contracting Authority has the option of extending the Contract by a maximum of eighteen (18) months if the project has not been completed on time. The maximum duration of the Contract is therefore three (3) years.

Project start-up and inception phase: includes project activity 1 and has an estimated duration of three (3) months.

Project investigation phase: includes project activities 2 and 3 and has an estimated duration of six (6) months. A go/no-go decision will be made at the end of phase 3. The Contracting Authority will inform the Contractor about the go/no-go decision within two weeks after submission of the final versions of the deliverables of project activity 1, 2 and 3'.

Project pilot phase: includes project activity 4 and the start of project activity 5. This phase has an estimated duration of seven (7) months.

Project evaluation phase: includes project activity 5 and has an estimated duration of two (2) months.

2.7 Scope of the assignment

The Tendering Authority has estimated a total contract value including optional extension years of maximum EUR € 285.000,- (excluding Dutch VAT and including all local VAT and fees, if applicable).

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 Requirements relating to the services requested

Requirement number	Requirements services, deliverables (RS)
RS1	When executing the assignment, the Contractor will comply with all relevant Dutch and Colombian laws and regulations.
RS2	Prior to the delivery of final deliverables, the Contractor will provide a draft report to the Contracting Authority. In the planning, both the Tenderer and the Contractor will take into account a period of at least 2 weeks for commenting and processing the comments. After this, the Contractor will provide a final report to the Contracting Authority.
RS3	Digital files are provided where reasonably in the following formats .doc, .docx, .xls, .xlsx and .pdf, and common GEO/GIS format, unless otherwise agreed.
RS4	The (draft and final) reports (to be tuned with the client) have to be written in English and Spanish. In some cases, to be defined by the Contracting Authority, only Spanish will be sufficient. Translation costs are always at the expense of the Contractor.
RS5	The Contractor declares its intention and willingness to cooperate during and upon completion of this assignment in disseminating knowledge about and opportunities arising from this project within the water sector, for example by giving presentations. Exact form, content and time is to be tuned with the client.
RS6	During the execution of the project, the Contractor will periodically inform the client of the progress. In principle, the Contractor informs the Contracting Authority with a monthly frequency about the progress and (interim) results. This can only be deviated from after mutual consultation between the project leaders of both parties. The Contractor has the obligation to communicate proactively to the Contracting Authority if matters stagnate during the execution of the assignment that (may) have a negative impact on the achievement of the objectives of the assignment. It is expected that the Contractor will provide timely advice (solicited and unsolicited) about the bottlenecks identified, so that damage or loss of time is prevented, or at least reduced.
RS7	As part of the total budget, a reservation of EUR € 80,000.- excluding VAT. has to be made for materials and associated costs for the pilot to be installed. Working hours of the project team and counterparts fall outside this budget reservation and should be part of the regular project budget.

RS8	Project activity 2 requires field visits to several coffee farmers to apply surveys to collect the necessary information, as well as a review of the secondary information available to understand.
RS9	From the results obtained in the project activity 2, and the analysis with other project partners, the Contractor should choose at least one area from the following in which to develop a technological improvement and/or management alternative that supports water efficiency and decontamination in the coffee sector of the project area: - Green filter technology for decontamination of water; - Reduction of agrochemicals from run-off water; - Irrigation for a scenario of decreased water availability; - Water recollection and management within the farms, for a scenario of decreased water availability.
RS10	The technical designs of the proposed alternative must be complemented with the social and management recommendations that will make the proposal feasible for the study area, addressing the conclusions of Deliverable No. 2. Costs must also be included in the analysis, for both setting up the alternative as well as its maintenance.

3.2 Requirements relating to external communication

Requirement number	Requirements external communication
RC1	A project summary of this assignment has to be delivered at the start and end of the project. This consists of a summary of activities, deliverables, project- and consortium partners (for Dutch partners: including KVK-number), impact on / connection with SDGs and a mention of the Partners for Water program. The project summary should be delivered as a separate Word-file, in plain text, max. 1 page and written in English. RVO will publish this summary and (a selection of) the deliverables on the website of the IATI-initiative, http://aiddata.rvo.nl .
RC2	Data/information generated during this project and deliverables that are part of the assignment, such as reports and other media, are (in principle, unless agreed otherwise) public information and will be made available through the IATI-website and/or the Partners for Water website. The organization's own reporting formats (incl. logo's etc.) may be used but should include a colophon that indicates the introduction text as presented under item 1 of this ToR and a reference to the Partners for Water program and/or the Government of the Netherlands.
RC3	A set (minimum 2) of license-free high-resolution images (photos and/or other visuals) related to the project, which are available for use in any project- and/or program-related outreach, online and offline, including the IATI-website must be delivered.
RC4	A professionally produced (local team) project video describing the project activities, wider context, partnership and general goals/activities/deliverables of the project must be delivered. This video will be used on websites, social media, events.
RC5	Proactive delivery of at least two social media messages related to key activities or communication messages/outcomes, including media materials such as photos or videos. The Contractor may use the organization's own social media channels with #PartnersForWater, and mentioning @PartnersforWater @RVO_Int_ond or propose messages to be spread through the Embassy's and/or RVO social media channels.

RC6	The contractor is obliged to work with the Partners for Water communication team on up to two articles for program-related outreach. This consists of a minimum of two short articles (suitable for external, standalone, non-professional communication) or interview, which can be used for Partners for Water related outreach through www.partnersvoorwater.nl , general RVO/Government outreach and embassy communication. This output (e.g. article) should include quotes from local counterparts and the consortium member(s) about the process and local impact. The RVO/PfW communication department may be involved in preparation and review of the article.
RC7	Any other (=not defined above) project or project scope related communication initiated by the Contractor needs to include a reference to the support by the Government of the Netherlands through the Partners for Water program. Failure to do so may result in the obligation to rectify any communication outreach not mentioning the support by the Government of the Netherlands, through the Partners for Water program.

3.3 Requirements relating to Project Leader

The Tenderer adds an overview table to his proposal in which the qualification requirements of the Project Leader and the Project Team are specified (see requirements 3.3 and 3.4). This is in fact a summary extract of the various CVs, grouped by the relevant qualifications. For each team member, the Tenderer indicates in the table whether it meets the required qualifications (yes/no) and if so, what the most important project(s) or other types of performance are on this consultant's CV. The projects and activities that the consultant has carried out and that states as a qualification requirement must be sufficiently clearly described in the CV, so that the contracting authority can verify - without further inquiry from third parties - whether you meet the requirement. The team members must make a substantial contribution to the execution of this assignment or the delivery of (partial) products.

For the next requirements, the CV of the Project Leader will be assessed on whether he/she has sufficient experience. Therefore, make sure the relevant context is clearly reflected in the overview table.

Requirement Number	Requirement Project Leader (RP = Requirement Project Leader)
RP1	Project leader with a university degree (master's level or comparable level of experience) has at least eight (8) years of experience in one or more fields of the expertise mentioned under project team requirements (3.4)
RP2	At least three (3) years of demonstrable experience in international project management and management of multidisciplinary and multicultural project teams.
RP4	Good written and oral command of the English and Spanish language, at level B2 or higher (language level indication according to the European Framework of Reference).

3.4 Requirements relating to Project Team

The project team needs to consist of a diverse set of backgrounds and expertise. The expertise fields defined below may be combined in a single or multiple roles, which always needs to be substantiated as part of the proposal.

For the next requirements, the CVs of the Project Team will be assessed on whether they has sufficient experience. Therefore, make sure the relevant context is clearly reflected in the overview table.

Requirement Number	Requirement Project Team (RT = Requirement Team)
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RT1	Climate change expertise in relation to agriculture and water use. Experience in assessing, modelling and visualizing climate change impacts on the agricultural sector of tropical commodities, demonstrated with a University degree (masters level or comparable level of experience in a relevant field with at least three (3) years of experience).
RT2	Water efficiency and decontamination expertise for agricultural practices. University degree (masters level or comparable level of experience in a relevant field with at least five (5) years of experience).
RT3	Governance expertise in relation to water (re-)use regulation, stakeholder involvement and management in the Colombian region of Magdalena, particularly related to environmental governance, demonstrated with a University degree (masters level or comparable level of experience in a relevant field with at least five (5) years of experience).
RT4	Environmental economist expertise on cost-benefit analysis of sustainability measures, water efficiency and decontamination techniques in the agricultural sector of tropical commodities, demonstrated with a University degree (masters level or comparable level of experience in a relevant field with at least three (3) years of experience).
RT5	Ecology and biodiversity expertise. University degree (masters level or comparable level of experience in a relevant field with at least four (4) years of experience).
RT6	Social- and (indigenous) community involvement expertise. Demonstrable practical expertise in working with indigenous- and/or local communities.
RT7	At least 60% of the project team has good written and oral command of the Spanish language at level B2 or higher (language level indication according to the European Framework of Reference).

3.5 Requirements relating to the prices/rates

- 3.5.1 The Tenderer will provide an overview of the prices and rates applicable to this assignment by filling in the appendix entitled 'Financial Proposal'.
- 3.5.2 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 international- and local travel and accommodation expenses.
- 3.5.3 The agreed (maximum) rates are fixed and invariable for the duration of this Agreement.
- 3.5.4 The Tenderer will not submit any zero or negative prices/rates.
- 3.5.5 The Tenderer will provide a budget with fixed hourly/daily rates, specified according to the various duties. You will also give the total price. The Tenderer will charge on the basis of actual realised costs up to the maximum total price.

3.6 Tax-related requirements

- 3.6.1 The Tenderer indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (*Belastingdienst*) or other tax authorities.
- 3.6.2 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.
- 3.6.3 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.
- 3.6.4 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.

- 3.6.5 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.
- 3.6.6 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.
- 3.6.7 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.
- 3.6.8 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.

3.7 Invoicing requirements

- 3.7.1 The following payment schedule applies:
- 20% after acceptance of Deliverable 1b;
 - 20% after acceptance of Deliverable 2a and 2b;
 - 30% after acceptance of Deliverable 3;
 - 20% after acceptance of Deliverable 4;
 - 10% after acceptance of Deliverable 5 and closure of the project.
- 3.7.2 You must include a summary of the actual hours/days worked in accordance with the applicable rates.
- 3.8.3 **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.

3.8 Environmental requirements

- 3.8.1 Flight expenses can only be reimbursed for economy class, based on costs actually incurred (any other class of service is not eligible for reimbursement). Costs of a CO2 compensation scheme per flight ticket must be included and applied to each flight. In case your organisation already applies a compensation scheme as part of the organisational policy, it is required to state this in your proposal.

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

You can find the 'European Single Procurement Document' within the invitation to tender in TenderNed. In this document, you will find the following Exclusion Grounds:

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

Go to the invitation to tender in TenderNed, select 'Answers to Requirements' and then tick 'Yes' or 'No' for the 'Tenderer's Statement' requirement.

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:

Core competences
1. Carrying out an implementation-oriented project in collaboration with various local public and private counterparts from one or more developing countries as named on the OECD DAC list (2024): lower and upper middle-income countries and territories and middle-income countries and territories.
2. Carrying out a project on water efficiency and biodiversity conservation in a context where tropical commodities such as (but not limited to) coffee, palm oil and bananas are grown.

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 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.

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 with the Tender)

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 Contracting 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.

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.

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 80 points can be obtained for your response to the award criteria. The Tenderer must score a minimum of 45 out of the 80 points that can be obtained on these award criteria. If the award criteria are valued with a lower score than 45 points out of the 80 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.

5.2 Quality criteria

5.2.1 Award criteria relating to the Work Plan

The work plan needs to include the approach, expert team deployment (including a short description on each of the experts' professional background and experience), time dedication per expert as part of this project in working days, communication and project management strategy, risk evaluation/mitigation strategy.

Max. no. of points available	Assessment aspects
40	The extent to which a convincing work plan has been presented for the project, in which the different activities and deliverables have been formulated and translated into specific working packages. Particular attention should be given to the following topics, which will be assessed integrally: - The understanding of the project as described in this Tender Document; - The proposed expert deployment in relation to the project's activities and deliverables, including an internal role/task division between team leader(s), international experts and Colombian experts; - The proposed involvement of, and collaboration with INVEMAR and FNC in the execution of this assignment, with particular attention for creating a connection with the GEF-project and its implementation/scaling opportunities; - The proposed involvement of, and collaboration with the other key counterpart organisations as defined in this Tender Document; - The proposed strategy for working with smallholder farmers in the defined project region; - A clear project planning, connected to working packages; - The proposed project management strategy; - The proposed risk management and mitigation strategy.

5.2.2 Award criteria relating to the Project Team composition

Max. no. of points available	Assessment aspects
20	<i>For this criterium, the CVs of the Project Team you will submit with the Tender will be assessed on the extent of experience. Therefore, make sure the relevant context is clearly reflected in the overview table.</i> The extent to which the expert team composition reflects the following experience, which will be assessed integrally: - Illustrative examples of previous work (by the team members) on the topic of water use and decontamination in agriculture and the way this is connected to the tasks at hand and required expertise, and how this experience will be used in this project; - Working experience in Latin-America, and how this experience will be used in this project. Experience with working in Colombia is an added value; The extent to which the Project leader's background and experience corresponds with the following topics, which will be assessed integrally: - Working experience in Colombia, related to projects on water for agriculture, biodiversity conservation, climate change adaptation or a combination of these topics; - Balanced time dedication (based on the budget overview, including time per expert) of the team members (including the Project Lead), ensuring an effective and efficient execution of the assignment; - An elaboration of the task division of the Project Team including how the required (work) experience is deployed for that part of the assignment being carried out, throughout the Contract period.

5.2.3 Award criteria relating to the budget overview

Max. no. of points available	Assessment aspects
10	Quality of the budget overview and its transparency (a.o. distribution of hours and the connection to the different activities and deliverables identified as part of the work plan.

5.2.4 Award criteria relating to prices/rates (exclusive of VAT)

Max. no. of points available	Assessment aspects
10	Total submitted price exclusive of VAT (see paragraph 5.4).

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

Please fill in appendix 2: Financial Proposal and add to TenderNed.

Points will be awarded according to the total price offered in the offer according to the following table, up to a maximum of 10 points.

Offers with a price above EUR € 285,000.- (exclusive of Dutch VAT and including all local VAT and fees) will be rejected. The total price is including EUR € 80,000.- excluding VAT as stated in requirement RS7: "As part of the total budget, a reservation of EUR € 80,000.- has to be made for materials and associated costs for the pilot to be installed. Working hours of the project team and counterparts fall outside this budget reservation and should be part of the regular project budget". 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 262,500	10 points
Offer is 262,500 or higher	9 points
Offer is 265,000 or higher	8 points
Offer is 267,500 or higher	7 points
Offer is 270,000 or higher	6 points
Offer is 272,500 or higher	5 points
Offer is 275,000 or higher	4 points
Offer is 277,500 or higher	3 points
Offer is 280,000 or higher	2 points
Offer is 282,500 or higher	1 point
Offer is 285,000	0 points
Offer is higher than max. price 285,000	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. The Tenderer must score a minimum of 45 out of the 80 points that can be obtained on these award criteria. If the award criteria are valued with a lower score than 45 points out of the 80 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 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 'Work Plan'. 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): Quintin Stoutjesdijk, Quintin.Stoutjesdijk@rvo.nl and Accountteam01@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 CEST 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
Annex 6	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	The CVs of the expert(s) that demonstrate their experience and knowledge for the purpose of the requirements (paragraph 3.3 to 3.4) and the award criteria (paragraph 5.2.2)	Add to TenderNed
Annex 2	Using Annex 2: Financial Proposal: Prices/rates included in the quotation	Add to TenderNed

* See Subsection 7.3.16 in the event your Tender is submitted in collaboration with other companies.

Conditions relating to the Tender documentation:

1. A full proposal in response to this Tender consists of at least a work plan, budget and CVs.
2. The work plan may not exceed 15 pages, font Verdana 9pt (or comparable), excluding the front page, table of contents, budget overview and other attachments such as CVs. If more pages are used, these will not be read nor assessed.
3. The work plan needs to be written in English, which is the version that will be the official submission in response to this tender. A Spanish version of the work plan (which may be machine-translated, e.g. Google Translate) needs to be added as a separate attachment and may be shared with key counterpart organisations.
4. The work plan needs to include the approach, expert team deployment (including a short description on each of the experts' professional background and experience), time dedication per expert as part of this project in working days, communication and project management strategy, risk evaluation/mitigation strategy.

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 were published together with the Tender Document.

Annex 1: European Single Procurement Document

Annex 2: Financial Proposal

Annex 3: Draft Contract

Annex 4: ARVODI-2018

Annex 5: Complaints Procedure

Annex 6: Reference assignments