Tender Document

Invitation to tender in accordance with the European open procedure for the execution of services “Learning Oriented Monitoring Combi-tracks”.

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Contents

Definition of terms

Tendering authority	The Netherlands Enterprise Agency (RVO), an agency of the Ministry of Economic Affairs.
Tender Document	This document and all of its annexes.
Public Procurement Act	The Public Procurement Act 2012 (*Aanbestedingswet 2012*)
General Government Terms and Conditions	General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI-2018: *Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten*).
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-EZ	The Procurement Office (IUC) – part of the Netherlands Enterprise Agency (RVO.nl), which in turn is part of the Ministry of Economic Affairs – 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, 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 Agreement 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.

Data processing Agreement	An agreement signed by the Contracting Authority and the Contractor concerning the processing of personal data by the Contractor. When a Contract is awarded on the basis of the ARVODI, the Contract may require the Contractor to process Personal Data on behalf of the Contracting Authority. If so, the Parties must conclude a Data Processing Agreement under article 28, paragraph 3 of the General Data Protection Regulation ('the Regulation'). In a Data Processing Agreement the Contracting Authority and the Contractor make agreements on the Processing of Personal Data in the context of the Contract.

Specific terminology and abbreviations

Adaptive Management	Programme management approach that makes decisions and adjustments in response to lessons learned and changes in context
BD-coach	Business Development Coach
CERF-coach	Climate and Energy Response Facility coach
Combi-track team	Each combi-track consists of a team from RVO (PSD-, BD-, CERF-coach, and PMEL advisor) and the Dutch Embassy in the combi-country.
DDE	Sustainable Economic Development Department – department of the Ministry of Foreign Affairs of the Netherlands
DIO	International Enterprise Department - department of the Ministry of Foreign Affairs of the Netherlands
DSA	Daily Subsistence Allowance
IGG	Inclusive Green Growth – department of the Ministry of Foreign Affairs of the Netherlands
IOB	The international Research and Policy Evaluation Directorate (IOB) is the independent evaluation service of the Ministry of Foreign Affairs of the Netherlands
Intervention Logic	See ToC
Intervention Strategy	Each combi-track develops its own program plan (intervention strategy) in which long-term objectives are formulated and activities are identified
LOM	Learning Oriented Monitoring. Monitoring with a focus on learning for adaptive management. Including, but not limited to Reflexive Monitoring in Action. Key elements are facilitating reflection and learning with different stakeholders, including harvesting and/or collecting quantitative and qualitative information, and translating this into action to reach goals (often systemic change or transitions). Information collected by LOM can be used for accountability and communication.

LVVN	Ministry of Agriculture, Fisheries, Food Security and Nature
MFA	Ministry of Foreign Affairs of the Netherlands
PMEL	Planning, Monitoring, Evaluation and Learning
PSD-coach	Private Sector Development Coach
SDG(s)	Sustainable Development Goal(s)
ToC	Theory of Change. In the Combi Approach this is also known as an Intervention Logic.

1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure for the service Learning Oriented Monitoring Combi-tracks. This Tender Document and the associated annexes contain all information to submit a Tender.

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

1.1 Tendering Authority and IUC-EZ

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

1.2 Reason for this invitation to tender

Contracting Authority needs an independent Contractor who will execute the Learning Oriented Monitoring (LOM) assignment for the Combi approach for the upcoming years (up until December 2027). In order to continuously improve effectiveness and to account for the results of RVO International Development programmes, the monitoring strongly focuses on learning and fostering adaptive programming.

Under Learning Oriented Monitoring the Contractor understands:
Monitoring with a focus on learning for adaptive management. Including, but not limited to Reflexive Monitoring in Action. Key elements are facilitating reflection and learning with different stakeholders, including harvesting and/or collecting quantitative and qualitative information, and translating this into action to reach goals (often systemic change or transitions). Information collected by LOM can also be used for accountability and communication.

The purpose of this tender is to select a suitable contractor for the assignment which will be further explained in this document.

1.3 Time schedule

The schedule below applies to this tendering process.

6 December 2024	Issuing of publication, start of tendering period.
3 January 2024, 14:00 CET	Closure of questions: deadline for the Tenderer to submit questions regarding this Tender Document, the Data Processing Agreement and the Contract (including the general terms and conditions) and/or proposals for textual amendments to the draft Contract (including the general terms and conditions).
13 January 2025	Issuing of Memorandum of Information
24 January 2025, 14:00 CET	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.
24 January up until 07 February 2025	Assessment of Tenders.
6 February 2025	Assessment meeting
14 February 2025	Announcement of the award of the Contract.
6 March 2025	Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract.
3 March 2025	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
14 March 2025	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 of the Combi Approach

2.1.1 Introduction and background of the Combi Approach

In the June 2022 policy document for foreign trade and development cooperation, the Minister for Foreign Trade and Development Cooperation announced a new combined approach to trade, investment and development cooperation, aimed at addressing major challenges such as climate change and digitalisation. It assumes that the Dutch business community's strengths in innovation, investment and entrepreneurship can enhance and supplement development cooperation, aiming for win-win situations: helping to meet social challenges and boosting local economic development on the one hand and raising the Netherlands' earning capacity on the other. To this end, existing policy instruments and processes are deployed, followed by the development of combined aid-and-trade "combination tracks". Whereas existing policy instruments follow their own intervention logic, the combination tracks will be subject to the policy theory that builds on lessons from the recent evaluation of the Policy agenda for aid, trade and investment.

The combi-tracks approach focuses on fourteen countries: eight in Africa (Egypt, Morocco, Senegal, Ghana, Côte d'Ivoire, Nigeria, Kenya and South Africa), four in Asia (Bangladesh, India, Indonesia and Vietnam), one in South America (Colombia), one in Europe (Ukraine[1]). In the fourteen countries, one or two strategic tracks are selected, developed and implemented. These tracks are known as combi-tracks. At this moment, most combi-tracks have started the implementation phase, there are only a small number of combi-tracks that are still in the final approval stage.

Combination track

A combi-track promotes doing business with impact in fourteen emerging markets. The aim is to create win-win situations: to contribute to local green[2] and/or digital transitions and inclusive economic development (such as decent jobs), while improving the international earning capacity of a specific section of the Dutch economy in the emerging market. In order to provide sustainable solutions to local challenges, we combine the use of relevant instruments to stimulate trade and investment promotion with relevant instruments for development cooperation.

The starting point of a combi-track is the identification of promising business cases for sustainable solutions from Dutch companies to address specific challenges in the transition to greener or more digital business models in an emerging market. These are often businesses in sectors in which the Netherlands excels, such as horticulture, water, waste management, climate adaptation, renewable energy, etc. Clusters of interested Dutch companies (and other organisations) subsequently develop leads into prospects and business deals, with the support of Dutch instruments for trade and investment promotion and by closely involving them in the combi-track, which serves as a multi-annual sector strategy for them.

Meanwhile, the Dutch government – in collaboration with (local) partners such as knowledge institutions, NGOs, governments and financing institutions – tailors relevant instruments for development cooperation to focus on strengthening the local business climate and on diminishing bottlenecks in the priority sector of a combi-track. This will be beneficial for both the involved Dutch companies as well as their local business partners and it simultaneously contributes to local economic development, for example by creating decent work and strengthening local institutions.

2.1.2 Combi Approach objectives

The combi-track approach has three policy objectives that are overarching for the combined approach to trade, investment and development cooperation. By working on these three policy objectives, the combi-track approach contributes to 14 different Sustainable Development Goals (SDGs). You can find these in this link here.

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[1] There are no active combi-tracks in Ukraine yet. There are ideas for a new combi-track in Ukraine but these ideas still need to be developed further.

[2] Within the combi-tracks we use the EU taxonomy do define green or sustainable activities. For more information on the EU taxonomy please click here.

A number of result areas are defined under each objective. While each track is expected to contribute to achieving all three overarching objectives, the result areas may differ per track: it is obligatory for each combi-track to work on at least one result area under each objective. The Combi-track team selects at least one result area under each objective that is relevant for their combi-track. Indicators for each result area are developed and can be found in the Combi Approach Results Framework (annex 7). Combi-tracks report on the indicators that they have selected as relevant for their track.

The three overarching objectives and their result areas are:

Objective 1: A stronger Dutch trade and investment position in combination countries with the following results:

- Exports increased for the businesses concerned;
- Trade barriers reduced, and a level playing field for Dutch and local businesses;
- Mobilised private finance (investment) for development, climate and biodiversity.

Objective 2: Raised ambitions for sustainability and/or digitalisation in combination countries with the following results:

- Emissions reduced or sequestered (climate mitigation);
- Climate resilience improved or reduced exposure to climate change (climate adaptation);
- Improved access to digital services such as AgTech (technologies to improve practices and productivity), e-commerce and e-health.

Objective 3: Decent work and sustainable economic development in combination countries with the following results:

- Private sector development focusing on a strong local business climate (strong small and medium sized enterprises (SME's), inclusive economic institutions, legal and policy reforms);
- Decent work (living wage, improved labour conditions), particularly for women and young people.

In the combi-tracks portfolio, the Dutch Embassies and RVO work together on using promising initiatives (prospects) to transform opportunities (leads) into tangible results (deals) such as investment decisions or partnerships. The main lines of this approach are set out below with the objective of developing a common language for trade, investment, development, greening and digitalisation that the missions and RVO will elaborate further.

An overall Theory of Change (ToC) has been developed which shows the route towards achieving the abovementioned combi-track approach objectives. The visual representation of this ToC is given below in figure 1. Leads-prospects-deals is a way to increase synergy between the three main objectives in combination policy (dark purple blocks) in tackling a defined local societal challenge (combi-track). All individual combi-tracks have a ToC, as well as an Intervention Strategy and PMEL plan.

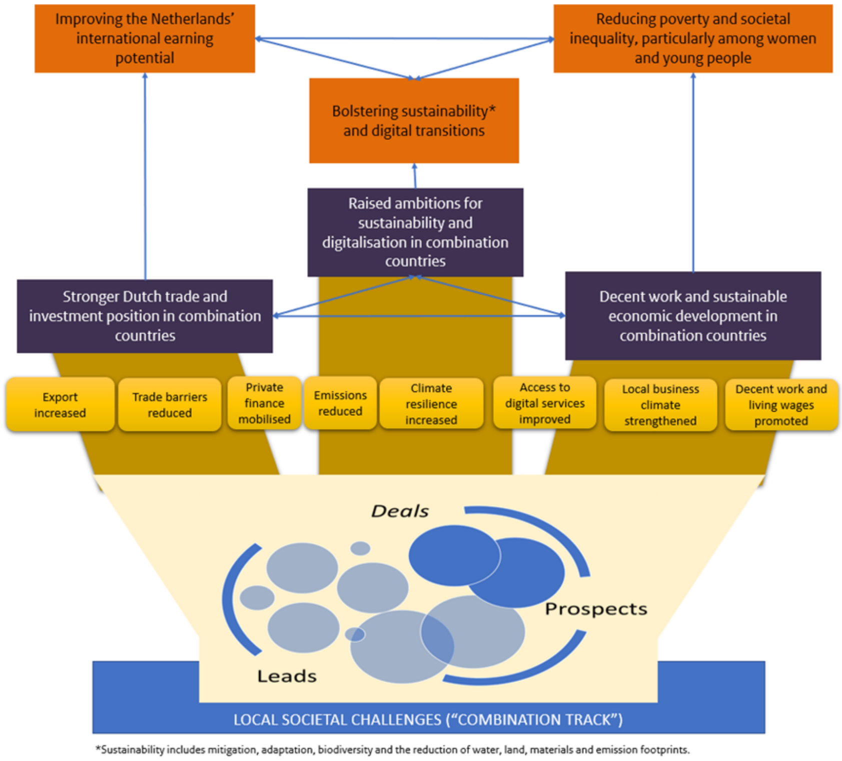

Figure 1: overall Theory of Change

2.1.3 Planning, Monitoring, Evaluation and Learning (PMEL) in Combi Approach

Within the combi-tracks approach, RVO incorporated a Planning, Monitoring, Evaluation and Learning (PMEL) approach that supports the combi-tracks in learning and adaptive programming. This is the primary goal of the PMEL approach. Each track has an appointed RVO PMEL advisor who supports the combi-track team.

A secondary goal of the PMEL approach is accountability towards different stakeholders. There is a strong focus on collecting qualitative information by reflecting on learning questions with different stakeholders in order to learn and steer towards the desired objectives. For this we use methods and theories such as learning questions, learning agendas and learning sessions. We combine these methods with (quantitative) indicators. The overarching programme learning questions and the quantitative indicators can be found in the Combi Approach Results Framework (see Annex 7).

PMEL activities are incorporated at different levels within the combi-track approach:

- **Programme level:** On programme level, an overarching ToC, overarching learning questions and standard indicators have been formulated together with Ministry of Foreign Affairs (MFA) during the development of the combi-tracks approach (see Combi Approach Results Framework, annex 7).

- **Thematic/niche level:** There are a number of (sub-)sectors the combi-tracks focus on, such as horticulture or green hydrogen. There are options for overarching learning between the tracks working in the same (sub-)sector.

- **Track level:** Each combi-track has developed its own Intervention Logic (ToC), Intervention Strategy and PMEL-plan. The purpose of the Intervention Logic is to provide a roadmap for how each combi-track is intended to achieve its long-term goals and focuses on mapping out the causal pathway, assumptions and context. In addition, each track also has selected a minimum of one indicator from the Combi Approach Results Framework (Annex 7) for each programme objective in its PMEL-plan. As the combi-tracks approach intends to have a focus on lessons learned and adaptive programme management, each track also selected a minimum of three learning questions on which it focuses. These learning questions are flexible and are adjusted during combi-track learning sessions, which occur 3-4 times per year. A learning logbook, or dynamic learning agenda, is recorded per track to ensure that the lessons learned are captured. The lessons learned are used to adaptively manage the combi-track.

2.1.4 Countries, tracks and status

Country	Track
Morocco	Sustainable water-horticulture
Egypt	Climate and water smart agriculture
Kenya	Cold chain logistics
	Healthcare
South-Africa	Horticultural development to support the Just Energy Transition in Grootvlei
	Green Hydrogen
Nigeria	Integrated off grid solar solutions
	Sustainable horticulture in SW Nigeria
Ghana	Sustainable horticulture
	Sustainable cocoa
Côte d'Ivoire	Local cocoa processing
	Sustainable horticulture
Senegal	Climate Smart Agriculture
Colombia	Sustainable, climate resilient agrofood systems & forests
	Business development and climate adaptation in Cartagena
Vietnam	Sustainable aquaculture in the Mekong Delta
Indonesia	Sustainable local food systems / estates
Bangladesh	Sustainable horticulture in SW Bangladesh
	Circular textile
India	Waste management
	Sustainable horticulture
Ukraine	*Still in development*

Table 2.1.4.1. Overview of countries and tracks. For an overview with a more detailed description per track see [Overzicht Combitracks: Ondernemen met impact in opkomende markten (rvo.nl)](rvo.nl).

Note: The information in Table 2.1.4.1 dates from August 2024.

The list of combi-tracks can be subject to change during the procurement procedure as well as during the contract period, including extension. The amount of combi-tracks can become less or more. Therefore the Contractor cannot derive any rights from the listed combi-tracks mentioned in Table 2.1.4.1

The number of combi-tracks can become less because of cancellation or prematurely termination of a combi-track.
In case a combi-track will be cancelled or terminated prematurely, the Contractor will be informed accordingly. The follow up action by RVO will depend on the timing of the cancelation or termination of the track. RVO will discuss the implications for the assignment with the Contractor.

The number of combi-tracks can become more because of political decision making.
In case new combi-tracks are added, RVO will discuss the implications for the assignment with the Contractor.

2.2 Description of the assignment for the Combi Approach

2.2.1 Introduction and background to the assignment
This Tender Document provides specific details for a Learning Oriented Monitoring (LOM) assignment for the Combi-tracks approach. This assignment has a strong focus on learning for adaptive management. The monitoring will be done during the implementation and should allow for strategic changes and programme refinement during the implementation. Insights will also be used for reporting and accountability purposes.

2.2.2 Objectives of the assignment
The Planning, Monitoring, Evaluation and Learning (PMEL) approach of the combi-tracks takes into account the findings and recommendations of the IOB policy evaluation published in 2022. The main objectives of the PMEL approach are to facilitate learning during implementation and to gain insights in how the Combi Approach contributes to long-term transitions. In order to reach these objectives, monitoring consists of tracking progress on standardised indicators and learning questions combined with learning oriented monitoring.

Each combi-track is supported by an RVO PMEL-advisor who helps with monitoring and facilitation of the specific track. The Contractor will support the combi-track team at programme and country/track level to develop methods and execute learning oriented monitoring that promotes learning and adaptive management and evaluate the efficiency and sustainability at both the combi-track and programme level. In short, the LOM study aims to:

1. **Provide insight in contribution to transitions:**

Align learning activities and bring together results on different levels within the combi-tracks approach and create insight in how the combi-tracks approach contributes towards the transitions and policy objectives (see section 2.1.2 for policy objectives) using overarching learning questions (see annex 7). Create insight in whether combi-tracks are on track to deliver intended results and create insight in what works, what does not work and how the outcomes can be scaled further or replicated in different settings.

2. **Stimulate a learning culture:**

Stimulate a learning culture and facilitate the learning process amongst key stakeholders involved in the Combi Approach and Combi-Tracks in close collaboration with and support of the RVO PMEL-team.

3. **Improve data quality and evaluability:**

Improve evaluability of the combi-track through data quality assessments and supporting the collection of high quality (qualitative and quantitative) data that can be used as input for learning, evaluation and accountability purposes. Amongst others by (advising on) collecting data, measuring indicators and documenting learnings.

4. **PMEL approach: Create insight in what works and what does not:**

Create insight in what works and what does not work in the PMEL-approach and how the approach contributes to the outcomes of the Combi approach and whether/how this can be improved.

5. **Share lessons:**

Share relevant lessons learned about both process and outcomes in innovative and creative ways internally and externally with relevant stakeholders. Also facilitate the sharing and learning between combi-tracks and at thematic level.

2.2.3 Roles and collaboration
Different stakeholders are involved with the Combi Approach at different levels. This paragraph gives an overview of the different stakeholders, their roles and responsibilities and how the Contractor is included.

2.2.3.1 Combi Approach level:

The Combi Approach is implemented by the Contracting Authority (RVO), on behalf of MFA. Other stakeholders are involved were relevant, such as Invest International and LVVN.

The Contracting Authority adaptively manages the implementation of the Combi Approach. Learning questions are formulated in order to provide insight in contributions to transitions. These questions are the overarching learning questions mentioned in the Combi Approach Results Framework (annex 7). The Contractor is expected to monitor and analyse the overarching learning questions throughout the various combi-tracks and thematic groups. Common findings and learnings will be shared and disseminated throughout the Combi Approach. Reflexive monitoring can be used to signal opportunities. To clarify, the role of the RVO PMEL Advisors is to facilitate learning at combi-track level whereas the contractor has a role in improving and intensifying the learning at overarching level.

As this is a learning programme, the programme needs to remain flexible and adaptive, and requires close interaction and collaboration between the different involved actors (Combi-track teams, RVO PMEL Advisors, and Contractor). The Tenderer is asked to propose how to organise this in the first quality award criterium 5.2.1. concept-Plan of action.

The Contracting Authority expects open and transparent communication from the Contractor. In case there are hick-ups in the implementation of the work of the Contractor or the combi-track(s), the Contracting Authority expects to be informed and will be able to provide extra support if needed to facilitate smoother collaboration.

2.2.3.2 Combi-track level:

In order to achieve the objectives of the assignment as mentioned in section 2.2.2, the Contractor will need to work in close collaboration with each of the combi-track teams and with the RVO PMEL team. The combi-track teams consist of the assigned RVO coaches, RVO PMEL advisor and Embassy staff. The Embassies are instrumental in co-writing the intervention strategy and intervention logic with the RVO coaches and RVO PMEL advisor. They also played an active role in selecting the Combi-track learning questions and indicators, and also are involved in the learning sessions facilitated by the RVO PMEL advisor. The Embassies are further in the lead as implementing partners with the RVO coaches. The RVO PMEL team consists of all the RVO PMEL advisors working on the Combi Approach.

In the Combi Approach the combi-track teams are in the lead of programme implementation and work with (local) implementers in their track.

At individual combi-track level, for knowledge development and learning, the combi-track team feeds the Contractor with experiences and learnings from their combi-track, while the Contractor might feed the combi-track teams with learnings from elsewhere.

The Contractor pro-actively shares opportunities and options for interventions or learnings. Contractor will need to invest in a good relationship with the combi-track teams to understand the context they operate in and to be able to identify and discuss possible “blind spots”. The Contractor refines the concept-Plan of Action (see award criterion 5.2.1) in the inception phase with input from the combi-track teams and RVO PMEL Advisors. This plan will be monitored and annually renewed by Contractor.

2.3 Activities of the Contractor to reach goals and objectives

The assignment consists of different components:

1. Research visits;
2. Overarching learning and analysis;
3. Stimulating and facilitating Learning;

Besides these material activities, the Contractor also needs to plan and budget for project management activities, including coordination of the work under this assignment in relation to the wider programme, adaptative programming, and reporting for accountability. Management of the assignment is further described in paragraph 2.4.

The objectives of the three work components are described in the next subparagraphs.

2.3.1 Component 1: Research visits

Component 1 of the assignment is to conduct research visits to each Combi track. The purpose of these research visits is twofold. Firstly, it is an opportunity to support individual tracks with learning questions they have. Secondly, each study visit helps to gather information for the overarching analysis described under 2.3.2. Preferably the research visits are done as much as possible together with local consultants to limit unnecessary travel and to ensure a thorough understanding of the local context.

The combi approach is working within complex systems and has an adaptive nature. Therefore, it is necessary for the Contractor to also be flexible and efficient in the execution of the assignment and to be ready when opportunities for research visits arise. The Contracting Authority asks the Tenderer to mention and describe the broad outlines of different modules that can be deployed during research visits in the implementation phase of the assignment in the concept-Plan of Action to be submitted for award criterion 5.2.1. It is encouraged to include different types of methodologies in the concept-Plan of Action that is to be submitted for award criterion 5.2.1.

The modules should contribute towards the assignment objectives as stated in paragraph 2.2.2. It is important that the modules include validation of the research findings with (local) stakeholders and that the specific combi-track where the research visit took place receives support and advice about their data collection and how to steer towards the desired objectives and a short progress report on the status of the track and their progress towards objectives. The Contractor further develops the modules in the inception phase.

The Contractor is expected to conduct at least one research visit to each combi-track. The order in which these research visits are to be conducted is not predefined. The Tenderer is asked to propose a strategy on how to select and prioritize the combi-tracks to plan for the research visits in the concept-Plan of Action that is to be submitted for award criterion 5.2.1.

The Contractor should also include a smaller follow-up research visit to each combi-track. As the budget does not allow two full research visits to each Combi-track, the Tenderer is asked to propose a plan to ensure an efficient and cost-effective way to organize the follow up visits in the concept Plan of Action for award criterion 5.2.1.

2.3.2 Component 2: Overarching learning and analysis

Component 2 of the assignment for the Contractor is to bring together insights and learnings on the different levels (see paragraph 2.1.3). The overarching analysis should create insight in:

- How the combi approach as a whole contributes towards the transitions and policy objectives (see section 2.1.2 for policy objectives) using overarching learning questions (see annex 7);
- Whether (individual) Combi-tracks are on track to deliver intended results;
- Create insight in what works, what does not work and how the outcomes can be scaled further or replicated in different settings;
- What works and what does not work in the PMEL-approach and how the approach contributes to the outcomes of the Combi approach and whether/how this can be improved. In line with objective 4 (paragraph 2.2.2).

The Tenderer is asked to create a methodology for component 2 in the concept-Plan of Action for award criterion 5.2.1. The concept-Plan of Action will be further refined in the Inception Phase.

The concept-Plan of Action for Component 2 should include:

- a methodology for an overarching analysis that creates insight in the above mentioned points;
- (strategy for) reassessment and advise on overarching learning questions & Results Framework (annex 7);
- an approach to improve evaluability of the combi-track through data quality assessments and supporting the collection of high quality (qualitative and quantitative) data that can be

used as input for learning, evaluation and accountability purposes. Amongst others by (advising on) collecting data, measuring indicators and documenting learnings in line with objective 3 (paragraph 2.2.2).

2.3.3 Component 3: Stimulating and facilitating Learning[3]

Component 3 of the assignment is to stimulate and facilitate learning on different levels in the Combi Approach. Component 3 is closely linked to objective 2 and 5 (paragraph 2.2.2). At Combi-track level learning is facilitated by the RVO PMEL. The Contractor is asked to stimulate and facilitate exchange and learning at different levels in the Combi Approach:

- between Combi-tracks;
- on thematic level (see paragraph 2.1.3);
- considering the learning oriented and adaptive nature of the Combi Approach, the Contracting Authority itself aims to learn from the implementation of the Combi Approach too.

The Tenderer is asked to create a methodology for component 3 in the concept-Plan of Action for award criterion 5.2.1. Elements that should be taken into account are:

- innovative ways to stimulate a learning culture;
- inclusion of relevant stakeholders in the learning activities (RVO, Ministry of Foreign Affairs, Invest International and potential other relevant stakeholders);
- different methods and approaches to learning and sharing of lessons (online and offline sessions, sharing and documentation of lessons using different types of (creative) products, such as reports, one-pagers or other).

2.4 Management of the Assignment

The Contractor is expected to pro-actively coordinate the assignment. Communication and alignment with Contracting Authority, as well as with the Combi-tracks are critical to a successful implementation of the assignment.

This paragraph is structured as follows: the overall coordination of the assignment is described in paragraph 2.4.1. Paragraph 2.4.2 focusses on the Inception Phase. The annual planning, annual accounting and reporting and bi-annual evaluation are the subject of paragraph 2.4.3.

2.4.1 Overall coordination of the assignment

Contracting Authority is the executor of the Combi Approach and coordinates the implementation with the Combi-tracks and Contractor. The Contractor arranges the project team to coordinate the assignment with RVO and with the Combi-tracks.

To assure alignment of the assignment to the Combi Approach, Contracting Authority anticipates a bi-weekly coordination meeting with the Contractor in the inception phase. Based on the experience in the inception phase, the frequency of coordination meetings may be adjusted for the implementation phase.

The Contractor is expected to assure a smooth collaboration amongst its team, to coordinate its own work, and apply similar programme principles like subsidiarity, transparency and trust. The Contractor creates a core team consisting of at least a Team Lead and team members with the expertise as described in paragraph 3.1. The proposed core team will be assessed according to quality criterium 5.2.1 topic 5. Besides the core team, the Contractor has access to a pool of local consultants in the Combi countries, ensuring to engage experts who know the local language(s), know the cultural context and are living in the region. The Tenderer is asked to describe their local

[3] During the inception phase of the Combi-tracks, the RVO MEL Advisors have played an important part in creating a learning environment. In our experience, showing and involving the different stakeholders has improved the learning environment and created space for adaptive programme management.
Even though learning and adaptive management through reflexive monitoring is relatively new within RVO, we notice an eagerness within the Combi-tracks, but also in other programmes and RVO departments, to embrace this form of programme management.

network of consultants to which they have access and how they are planning to recruit new local consultants in quality criterium 5.2.1 topic 6.

The Contractor is responsible for:

1. The quality of het services, deliverables and work of their team and recruited consultants;
2. Upholding the quality and effectiveness of the assignment, their belonging activities, deliverables and outcomes;
3. Ensuring quality control for all team members and local consultants.

This includes establishing clear criteria, KPI's and benchmarks for assessing the quality of work and reporting. Tenderer is asked to describe how quality assurance will be done during the inception and implementation phase in quality criterium 5.2.1 topic 3.

The Contractor is responsible for coherence and effective contribution to the assignment components described in paragraph 2.3 and assignment objectives in paragraph 2.2.2. The Contractor plays a pro-active role in bringing together the relevant actors for each component and delivers effective facilitation.

2.4.2 Inception phase

After contract award, the Contractor will start the assignment with an inception phase to finetune its Plan of Action which has been asked for in quality award criterium 5.2.1. The year 2025 will consist of an inception phase from 14 March 2025 up to and including 31 August 2025. During this inception phase, the Contractor is expected to familiarise itself with the Combi Approach and the different Combi-tracks and to finetune the items submitted in the proposed Plan of Action for quality award criterium 5.2.1. The Contracting Authority will provide the Contractor with the relevant documentation and will bring the Contractor in contact with counterparts at the Combi-tracks, within RVO and MFA and other relevant stakeholders.

Project management activities including (bi-weekly) coordination meetings are expected to start 14 March 2025, thus include the inception phase.

1. At the end of the inception phase (31 August 2025) Contractor hands in final documents: Detailed Plan of Action for the Implementation Phase based on the concept-Plan of Action for quality award criterium 5.2.1 including:
   i. A refined approach and methodology for the assignment components described in paragraph 2.3 and to reach assignment objectives in paragraph 2.2.2;
   ii. An annual plan for the first year of implementation (see paragraph 2.4.3.1);
   iii. Advise and recommendations to Contracting Authority and MFA on findings from the Inception Phase.

A draft version of these documents is handed in to Contracting Authority at 15 July 2025. By 31 July 2025 extension of the contract after the inception phase is announced, see paragraph 2.6.1.

Section 2.6.2 describes the criteria used by the Contracting Authority whether or not to extend the Contract from the Inception Phase to the Implementation Phase.

2.4.3 Annual planning, monitoring, annual accounting and reporting and bi-annual evaluation

2.4.3.1 Annual planning

Based on its concept-Plan of Action (which has to be submitted for quality award criterium 5.2.1), the Contractor will make a yearly plan for its activities under the assignment components (paragraph 2.3) based on the needs of the Contracting Authority, as well as based on opportunities which the Contractor identifies itself.

Amongst others, the annual plans should at least include:

- Focus and objectives for the different assignment components for that specific year;
- Type and number of activities for the different assignment components;
- Type and number of activities for management of the assignment;
- Delivering team member per activity;
- Detailed planning with milestones in time over the year;
- Participants (e.g. are all Combi-tracks involved or does it only target a specific Combi-track);
- Concrete outputs (and dissemination strategy);
- Budget plan.

The final annual plan has to be submitted by the Contractor to the Contracting Authority before 31 August prior to the year planned for. The annual plan including the budget plan will be discussed and adapted if necessary. The final annual plan for the next year has to be approved by the Contracting Authority at the latest 30 September of the current year. For instance: the final annual plan for the period 31 August 2025 up until 31 August 2026 has to be approved by the Contracting Authority at the latest 30 September 2025, and so on. The second year plan will include the last 3 months of 2027.

2.4.3.2 Monitoring

Implementation Phase: After the inception phase the implementation of the annual plan starts. In line with the adaptive nature of this programme, Contracting Authority asks Contractor to regularly reflect on the annual plan and adjust accordingly (in consultation with Contracting Authority and MFA). The Contractor monitors the realisation of the annual plan.

Progress is discussed with the Contracting Authority initially on a biweekly basis. After the inception phase, Contracting Authority and Contractor agree on the frequency of monitoring meetings for the implementation phase.

As the Combi Approach applies adaptive programming, it will be possible to make adjustments to the annual plan during the year. New activities may be added based on learnings, risks, challenges or opportunities. Planned activities might be cancelled or adjusted due to unforeseen circumstances in the country (e.g. crisis or natural disaster). Such deviation from the annual plan will need prior approval by the Contracting Authority.

2.4.3.3 Annual accounting report

The Contractor will account for its annual activities and expenditures through an annual report. The annual accounting report and budget report on the completed year have to be submitted at the same time as the annual plans. The planning of the last accounting report will be done in consultation with the Contracting Authority. The accounting reports will be discussed and adapted if necessary. The final accounting reports have to be approved by the Contracting Authority 30 of September. For instance: the annual accounting report of year 1 has to be submitted at the latest 31 August 2026 and has to be approved in final version at the latest 30 September 2026.

2.4.3.4 Bi-annual evaluation

The performance of the Contractor will be evaluated by the Contracting Authority with input from Combi-track teams and MFA per assignment component (see 2.3) as well as for the management of the assignment using the indicators as described in paragraph 2.6.3. The evaluation will be discussed every 6 months. If the performance of the Contractor has not improved or is without sufficient argumentation after a unsatisfactory previous evaluation, the Contracting Authority is entitled to terminate the contract.

2.5 Lots

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

2.6 Contract Period

2.6.1 Two intended contract phases

The Contracting Authority intends to conclude a Contract for an initial period of 5 ½ months (inception phase), including a unilateral option for the Contracting Authority to extend the Contract to the implementation phase by another 2 years and 4 months (28 months). The intended starting date of the Contract is 14 March 2025. The duration of the Contract if the extension is awarded is up until 31 December 2027. The total duration of the Contract including extension is 2 years 9½ months (33½ months).

The inception phase runs from: 14 March up until 31 August 2025;
The implementation phase runs from: 1 September 2025 up until 31 December 2027.
Contractor will be informed in writing about the extension one month before the inception phase will end.

If, for any reason, the assignment cannot be completed within the specified duration, including extensions, the Contracting Authority has the option to extend the Contract by the time necessary to complete the assignment. If this is the case, this extension has to be executed within the maximum budget as mentioned in section 2.7.

2.6.2 Extension of the Contract
The Contracting Authority will decide upon the following criteria for extension of the Contract from inception phase to implementation phase:
- If Contracting Authority is satisfied with the performance of Contractor (e.g. score of minimum 6 on a scale of 1 up to and including 10);
- If Contracting Authority is satisfied about the (concept) deliverables (e.g. score of minimum 6 on a scale of 1 up to and including 10);
- If Contracting Authority is confident that the objectives of this assignment will be met during the implementation phase;
- If no unforeseen events have taken place on which grounds Contracting Authority has to decide not to exercise its option to extend the Contract.

2.6.3 (Prematurely) termination or cancellation of the Contract
If the Contractor is not performing well in the inception phase or the implementation phase, the Contracting Authority will discuss its performance. If the discussion will not lead to improvement, the Contracting Authority will first give an official warning. A second warning may lead to a reconsideration of the Contract. A third warning means (prematurely) termination or cancellation of the Contract.

The Contracting Authority is entitled to terminate or cancel this assignment (prematurely), without any form of (financial) compensation other than for the Services performed and approved by the Contacting Authority:
- If the Contracting Authority decides upon not to extend the Contractor after finishing the initial contract phase, the inception period;
- As soon as the maximum budget available for each phase has been reached;
- If the relation / cooperation between Contractor and Contracting Authority and MFA based upon trust, open communication, pro-activeness is not satisfactory (score of less than 6 on a scale of 1 up to and including 10);
- if the Services (Components and Management of Assignment) delivered are not satisfactory, based on how these Services align with the specific needs and context, objectives to be reached and timely delivery (score of less than 6 on a scale of 1 up to an including 10).

2.7 Scope of the assignment
The maximum budget available for this assignment is EUR 1,500,000.— excluding Netherlands VAT and (if applicable) including local foreign VAT and all other costs and/or fees. It consists of the following two budgets:
- Inception phase: maximum EUR 300.000,- excluding Netherlands VAT and (if applicable) including local foreign VAT and all other costs and/or fees (from 14 March up to and including 31 August 2025);

- Implementation phase: maximum EUR 1.200.000,- excluding Netherlands VAT and (if applicable) including local foreign VAT and all other costs and/or fees (from 1 September 2025 up to and including 31 December 2027).

If Contractor does not use the full budget for the inception phase, the remaining budget can be used for the implementation phase.

It is possible that the Services specified in the Contract and/or the number of countries and/or the number of Combi-tracks may change in the event of political, budgetary, administrative or organisational developments within the Dutch government and the Contracting Authority's expansion or contraction resulting from this, or changes to the Contracting Authority's position within the government or to the targets that must be met. In the event such circumstances occur, the Contracting Authority will consult with the Contractor.

2.8 Agreements

2.8.1 Contract: Public Service Agreement ARVODI-2018

Contracting Authority is intended to conclude a Public Service Agreement ARVODI-2018 (the Contract) with one Contractor. A Contractor can be one independent tenderer/organization or one tenderer in collaboration with other organizations via:

1) A consortium with two or more members;
2) A principal contractor with one or more subcontractors.

Also see section 7.3.17 of this document.

The draft Contract is added as Annex 3a to this Tender Document.

After the provisional contract awarding Tendering Authority will make arrangements with the winning Tenderer (he presumed Contractor) to conclude the Contract.

2.8.2 Data Processing Agreement (DPA)

During the implementation of this Contract / this assignment personal data will be processed by the Contractor on behalf of the Contracting Authority. Therefore a DPA under article 28, paragraph 3 of the General Date Protection Regulation (GDPR), has to be concluded between the Contracting Authority and the Contractor. The draft DPA is attached to this Tender Document as Annex 3b.

After provisional contract awarding the Tendering Authority will make arrangements with the winning Tenderer (the presumed Contractor) to conclude the DPA.

The implementation of the Contract cannot start if the DPA is not signed by Contractor and Contracting Authority.

3. Requirements to this assignment

This section includes the requirements set by the Contracting Authority concerning the requested services and the prices and rates. The Contracting Authority must be able to objectively determine if the requirements are met in Tenderer's proposal for the award criteria.

By submitting a Tender, you as a possible Contractor, 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 proposed team

3.1.1 The Tendering Authority and assessment team must be able to verify if the requirements mentioned in this section are met. Therefore, Tenderer has to show the requirements mentioned in this section in CVs from the proposed team members. Each requirement should be met by at least one team member, unless specified otherwise (also see award criterion 5.2.1).

3.1.2 The proposed team has knowledge of and demonstrated work and/or research experience on all 3 Combi Approach objectives (private sector development, business development and greening).

3.1.3 The proposed team has demonstrated experience with assignments related to system change and sector transformation.

3.1.4 The proposed team has knowledge of and experience in relevant (quantitative and qualitative) research skills.

3.1.5 The proposed team has knowledge of and experience with participatory, creative and alternative methods / approaches for learning, knowledge development and monitoring.

3.1.6 The proposed team has experience in facilitating interactive sessions.

3.1.7 The proposed team has knowledge of and experience with Learning Oriented Monitoring (as defined in Definition of Terms) or comparable methods, such as Reflexive Monitoring or other monitoring methods that facilitate learning.

3.1.8 The proposed team has experience in working together with local consultants in Combi countries (or similar countries in Africa, Asia and South-Africa).

3.1.9 The proposed team has knowledge of and experience with multi-stakeholder processes.

3.1.10 The proposed team leader has at least 5 years' (in terms of assignment duration) experience in coordinating multi-disciplinary and multi-cultural teams.

3.1.11 The proposed team leader has at least 5 years' (in terms of assignment duration) experience in coordinating multi-year assignments.

3.1.12 During the duration of the Contract, for every team member of the proposed team, proficiency in both spoken and written English is mandatory at a C1 level according to the Common European Framework of Reference Languages (CEFR) or comparable. Comparable means that when another qualification standard is used the Tenderer has to proof it is comparable to C1 CEFR. Native speakers will be considered as comparable. This requirement has to be verifiable in the concise CV's which are part of quality award criterium 1 (5.2.1 Plan of Action).

3.1.13 If during the duration of the Contract the team leader, experts and/or team members have to be replaced for whatever reason, the Contractor has to replace these people by equivalent team leader, experts and/or team members. The Contracting Authority has to authorize these replaced team leader, experts, team members.

3.2 General requirements

3.2.1 Contracting Authority intends to conclude a Public Service Agreement with one Contractor (independently) or in collaboration with other organisations via: 1) a consortium with one or more members, or 2) as principal contractor with one or more subcontractors. See also section 7.3.17. In any case there is only one single point of Contact for Contracting Authority: the team leader.

3.2.2 If Tenderer chooses for collaboration as principal contractor with one or more subcontractors, the subcontractors only have to be mentioned in section IIC of the European Single Procurement Document (ESPD) if the principal contractor relies on them for meeting the core competences as mentioned in section 4.3.2. In that case the subcontractor(s) mentioned in Annex 6 'Reference assignments' will be involved in the fulfilment of the Contract and the principal contractor can and will make use of them.

3.2.3 If Contractor does not rely on subcontractors for meeting the core competences in section 4.3.2, Contractor has to mention the names of the proposed subcontractors in section IID of the ESPD.

3.2.4 During the execution of this assignment, the proposed team must act without any conflict of interest. This entails, among others, that team members should not be directly employed by the government of a country or by organizations that are part of a Combi-track.

3.2.5 The services to be provided by Contractor are to be done throughout the whole year/month/week and are not arranged via a fixed number of days per week or per month.

3.2.6 The proposed team members are able to visit the Combi countries. Travel to "orange" areas (only necessary travel) is likely required.

3.2.7 The proposed team members are in disposal of all requirements needed to travel to the combi-track countries. For example: travel documents, visa etc. Costs for these requirements have to be included in the rates and are not reimbursable.

3.3 Responsible business conduct requirements

3.3.1 The Contractor has knowledge of and acts in accordance with the OECD Guidelines (https://www.oecd.org/investment/mne) and the ILO Declaration (www.ilo.org) on Fundamental Principles and Rights at Work.

3.3.2 The Contractor has knowledge of the FMO Exclusion List (www.fmo.nl/exclusion-list) and does not carry out any activities named on this list.

3.3.3 The Contractor has knowledge of the IFC Performance Standards (https://www.ifc.org/en/insights-reports/2012/ifc-performance-standards) and/or the OECD-FAO Guidance for Responsible Agricultural Supply Chains (https://www.oecd.org/daf/inv/investment-policy/rbc-agriculture-supply-chains.htm) and subscribes to these guidelines.

3.3.4 The Contractor has knowledge of and acts in accordance with the ICC Guidelines on Agents, Intermediaries and Other Third Parties (ICC Guidelines on Agents, Intermediaries and Other Third Parties).

3.3.5 Any facts or circumstances indicating violation of the abovementioned guidelines will be reported by Contractor without delay to Contracting Authority.

3.4 Requirements relating to the prices/rates

3.4.1 For quality award criterion 5.2.1 Plan of Action the Contractor will provide a high level budget break down reflecting assignment components, management of the assignment, hours / days and names of the involved (local) consultant / expert and / or team leader of the proposed team. Lumpsums can be used to plan for activity costs other than time (based on hourly rates) and travel costs, though these need to be split per cost category.

3.4.2 The maximum budget available for this assignment is EUR 1,500,000.— excluding Netherlands VAT and (if applicable) including local foreign VAT and all other costs and/or fees. It consists of the following two budgets:

- Inception phase: maximum EUR 300.000,- excluding Netherlands VAT and (if applicable) including local foreign VAT and all other costs and/or fees (from 14 March up to and including 31 August 2025);
- Implementation phase: maximum EUR 1.200.000,- excluding Netherlands VAT and (if applicable) including local foreign VAT and all other costs and/or fees (from 1 September 2025 up to and including 31 December 2027).

3.4.3 Detailed budgets will be agreed per year as described under paragraph 2.4.3. as this will depend on activities planned per year in line with the development of the project and the exact scope at that moment based on combi-tracks and Contracting Authority needs.

3.4.4 The Contractor will provide its hourly rates excluding excluding Netherlands VAT and (if applicable) including local foreign VAT and all other costs and/or fees for award criterium Price. The offered rates have to reflect market rates. The hourly rates offered have to be based on the following maximum hourly rates:

3.4.4.1 The maximum hourly rate for a consultant / expert of the proposed team is EUR 95 excluding Netherlands VAT and (if applicable) including local foreign VAT and all other costs and/or fees). This maximum rate is based on a mixed team of local consultants/ experts (from the Combi Approach countries) and international consultants/ experts.

3.4.4.2 The maximum hourly rate of the team leader of the proposed team is EUR 165 excluding Netherlands VAT and (if applicable) including local foreign VAT and all other costs and/or fees.

3.4.5 The rates must be in euro's and be all inclusive. In any event, they must include all of the following: wage costs including (local) taxes, overheads (e.g. accommodation and wage costs for support staff), costs relating to the use of equipment and machinery during the assignment, insurance costs, any applicable costs for e-invoicing and local travel (e.g. cost related to commuting) and accommodation expenses (other than for international and national travel). They do not include Netherlands VAT.

3.4.6 The hourly rates offered by the Contractor for award criterion "Price" (section 5.3) will become the agreed hourly rates to execute this assignment. These agreed hourly rates are fixed up until 31 December 2027 and are excluding Dutch VAT and including all local taxes and costs.

3.4.7 Costs for flights and travel must be included in the total budget. Essential costs made for the purchase of international and national flight tickets can be reimbursed at the quarterly invoicing. Flight expenses need to be substantiated and can only be reimbursed for economy class (any other class of service is not eligible for reimbursement). Costs of a CO2 compensation scheme per intercontinental flight ticket should be included. Reimbursement will be based on costs actually incurred and requires invoices to be submitted.

3.4.8 Essential local transportation costs (flight, car hire etc.) must be relevant for the assignment and need to be substantiated. Local transportation costs within the residence or duty station of the consultant/expert and/or team leader is not considered as essential.

3.4.9 Travel costs between the departure/home address and airport cannot be reimbursed.

3.4.10 Accommodation costs and other daily costs for consultants/experts, and/or the team leader during international travel and during travel in the combi countries outside the place of residence or duty station for carrying out the assignment can be reimbursed when relevant for the assignment.

3.4.11 For reimbursement of accommodation and other daily costs during essential travel the Contracting Authority accepts costs to a maximum of the rates defined by the United Nations International Civil Service Commission Daily Subsistence Allowance rates in the ICSC DSA monthly circular for:

- Accommodation: DSA is fixed price per day, according to the UN ICSC DSA rates. Reimbursement will be based on costs actually incurred and requires invoices to be submitted.
- Other costs, such as consumption, transport at the place of destination, communication: Reimbursement is based on a fixed daily allowance per location, according to UN ICSC DSA rates.

The Contractor should use the indicated DSA rates. The high level budget plan for the first award criterion (5.2.1 Plan of Action) should indicate how the Contractor budgets for accommodation and other costs during travel.

Accommodation costs and other daily costs cannot be reimbursed for remote working days. In case a consultant/expert works from the home location or a location other than the location of the activity for the assignment beyond the days required for the specific activity, it concerns remote working.

3.5 Tax-related requirements

3.5.1 The Tenderer indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (Belastingdienst) or other tax authorities.

3.5.2 The Tenderer will quote the prices according to the following structure:

- the amount excluding Dutch VAT and any VAT due outside the EU;
- the amount of Dutch VAT due (if applicable) and the amount of any VAT due outside the EU, and;
- the amount including Dutch VAT (if applicable) and any VAT due outside the EU.

3.5.3 If the Tenderer indicates that no VAT is applicable, then he agrees to provide documentary proof of the grounds for this to the Contracting Authority within fifteen calendar days of the request to do so.

3.5.4 You are liable for any extra costs for Dutch and/or foreign VAT due if you incorrectly charge no VAT or an incorrect amount of VAT to the Contracting Authority. If applicable, you are liable for accurate payment of VAT in the Netherlands and outside the EU, with the exception of the case stipulated in the following sentence. If the Contracting Authority procures a service from a foreign business and Dutch tax law considers the work to have been performed in the Netherlands, then the Contracting Authority is liable for the payment of VAT to the Dutch Tax and Customs Administration for this/these service(s) performed in the Netherlands.

3.5.5 You guarantee that the amounts specified in the quotation are inclusive of all taxes and levies (including amounts considered equivalent to taxes or levies), regardless of their description and wherever in the world they may have been levied.

3.5.6 You indemnify the Contracting Authority against any claims from any tax authority for any taxes, levies or contributions considered equivalent to taxes or levies, originating from either the Netherlands or outside the Netherlands.

3.5.7 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 must 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. LKB/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.

3.5.8 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.

3.6 Invoicing requirements

3.6.1 The following payment schedule applies: Quarterly invoicing based on actual hours/days worked and costs made, approved by Contracting Authority.

3.6.2 You must include a summary of the actual hours/days worked in accordance with the applicable rates and costs made.

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.

Would you like to know more about how you can send an e-invoice? More information can be found in the e-invoicing leaflet for the central government via the website of the e-invoicing Helpdesk: helpdesk-efactureren.nl

For companies not established in the Netherlands

The paragraph concerning e invoicing does not apply to companies located outside of the Netherlands.
You must state the order number on your invoice. You can send your invoice by e-mail in PDF format to email address stated in the Contract.

In order to ensure a smooth processing of the invoice, you must include the following information in your quotation:
- Name and address details;
- Chambre of Commerce number;
- Location according to Chamber of Commerce;
- IBAN.

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' (Annex 1) 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 counted form the closing date of submission of the Tender see §4.3)
2. 'Certificate of Conduct for procurement' ('Gedragsverklaring Aanbesteden' -no older than 2 years counted from the closing date of submission of the Tender)
3. Tax statement (no older than 6 months counted form the closing date of the submission of the Tender))
The Tendering Authority, to which a Tenderer submits data in order to prove that the exclusion grounds referred to in Article 2.86 or Article 2.87 do not apply to the Tenderer, also accepts data and documents from another Member State, from the country of origin of the Tenderer or from the country where the Tenderer is established, that serve an equivalent purpose or that show that the exclusion ground does not apply to Tenderer.

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

4.3 Suitability Requirements

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

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 most recently issued auditor's report (or, if applicable, a review report or compilation report) does not include a 'continuity section' that expresses doubt concerning the viability of the organization.
d. 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.

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:

- Key competence 1: Tenderer has proven knowledge of and experience with facilitating learning and adaptive management using tailor-made, participatory approaches using Learning Oriented Monitoring (see Definition of Terms), Reflexive monitoring or comparable methods.
- Key competence 2: Tenderer has proven knowledge of and experience with similar assignments related to systems change and sector transformation.

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

- A clear description of the reference assignments so the Tendering authority can easily verify if the description meets the key competence in question.
- 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.
- The reference assignments must be signed by the referee (the client in question).
- Use Annex 6 "Reference assignments" and complete all required fields with the necessary information.

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: Annex 6 Reference Assignment (**Be aware: do submit together with the Tender**) Provide one reference assignment for each of the core competences mentioned above. The reference must be signed by the referee (contracting authority in question). Please use Annex 6 'Reference assignments' to describe the reference assignments. If required, the Tendering Authority reserves the right to check the accuracy and completeness of the references and to contact one or more of the reference parties without the Tenderer's involvement or permission. You may not provide more than one reference for each core competence mentioned above. If a single reference testifies to multiple competences that will 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.

The Contract will be awarded according to the principle of the most advantageous tender. This means that the Contract will be awarded to the Tenderer that has achieved the highest score for the quality award criteria and price/rates.

A maximum of 100% (= 100 points) can be obtained for your response to the award criteria:

1) Quality criteria: 80% (= maximum 80 points). The following quality criteria are applicable:
   - Plan of Action: 55% (= maximum of 55 points) (award criterion 5.2.1)
   - Case: 25% (= maximum of 25 points) (award criterion 5.2.2)
2) Price: 20% (= maximum 20 points) (award criterion 5.3)

Note:

- Please use for award criterion 5.2.1 a separate document and start every item of this quality award criterion on a new page.
- For award criterion 5.2.1 please use one separate document for all the concise CVs together, starting each CV on a new page.
- Please use a separate document for award criterion 5.2.2.
- Also for the prices ad rates you have to use a format (see Annex 2).

5.2 Quality criteria

5.2.1 Award criteria relating to Plan of Action *(55% = max. 55 points)*

Propose a Plan of Action which should at least describe the following topics:

1) Your view and understanding of the scope of work and your vision and understanding on Learning Oriented Monitoring.
2) The proposed approach and proposed methodology for this assignment to reach the goals and objectives as formulated in chapter 2 of the Tender Document including outlines for research modules including a strategy to plan the research visits as described in paragraph 2.3.1.
3) A general clear conceptual approach for the management of this assignment and quality control.
4) Description of the inception phase: planning and description of activities and deliverables (from 14 March 2025 up to including 31 August 2025).
5) The proposed team of experts, including the team leader, to implement the assignment consisting of:
   a. A list of names and positions of the proposed team, including the team leader. Of every team member, including the team leader, provide a CV with a maximum of 1500 words addressing the following items: name, education, skills, work experience, competencies, language(s). In each separate CV, clearly designate if the person complies with the criteria mentioned in section 3.1. To do so, in the CVs, clearly link each item asked for to the requirements of section 3.1 (for instance by adding an extra column at the right side of the page in which the requirement number out of section 3.1 is mentioned). The proposed team as a whole has to meet all the criteria mentioned in 3.1. Each CV has a maximum of 1500 words. If this

number of words is exceeded, the assessment team will not assess the words 1501 and up.

b. Also describe and specify the intended distribution of the experts in this assignment (i.e. which team member will potentially be tasked with specific elements of the assignments).

6) The local and international network of consultants Tenderer/Contractor has access to for the execution of this assignment in the Combi-track countries, based on previous assignments, partnerships, membership of networking organizations, previous collaborations etc. Tenderer is able to mobilize this network of consultants if necessary and to limit international travel to a minimum. The network is active and willing to respond to requests which matches the expertise and/or experience. For regions the Tenderer does not have a network yet, Tenderer describes how to acquire this network.

7) A **substantiated** high level budget plan for the inception phase and the implementation phase which remains within the maximum budgets for the inception and implementation phase mentioned in section 2 of this Tender Document. You provide the high level budget excluding Dutch VAT and if applicable including local foreign VAT and costs and including indexation. Your budget has to be based on the information provided in this Tender Document.

Max. no. of points available	Assessment aspects
Max. 55 points	1. Extent to which your view and understanding of the scope of work is clear and the extent to which your vision and understanding on Learning Oriented Monitoring is clear and suitable for this assignment (max. 10 points.); 2. Extent to which the proposed approach and the proposed methodology are suitable for this assignment and the components to reach the goals and objectives in chapter 2 of the Tender Document (max. 15 points); 3. Extent to which the general conceptual approach for the management of this assignment is clear, realistic and relevant (max. 5 points). 4. The extent to which the planning and description of activities and deliverables in the inception phase are complete, clear, specific and relevant (max. 5 points) 5. Proposed team: • Extent to which the proposed team demonstrates experience and competence to execute this assignment and is acquainted with the specific needs and context of this assignment. • Extent to which the team leader demonstrates experience with leading similar assignments using qualitative methods and with facilitating learning processes in Combi countries • Extent to which the team leader demonstrates experience and competence to execute this assignment. • Extent to which there is a network of suitable local consultants available and/or the extent to which the approach to acquire new local consultants is satisfactory. (all together: max. 15 points).

	6. Quality of the budget overview and its transparency (a.o. distribution of hours amongst proposed team members and the connection to the different activities and deliverables identified as part of the work plan) (max. 5 points). Word limit concept-Plan of Action: your response for the concept-Plan of Action should not exceed 7500 words, excluding the CVs. If your response exceeds this limit, the extra words will not be considered in the assessment. Word limit CVs: maximum of 1500 words per CV. If the separate CVs exceed this limit, the extra words will not be considered in the assessment. **Note**: For this quality award criterium Tenderer has to score a minimum of 60% (satisfactory). This means: 60% x 55 points is a minimum of 33 points. If this is not the case, the Tender will be set aside and excluded from this tender procedure.

5.2.2 Award criteria relating to a case *(25% = max. 25 points)*

Contracting Authority has added a case in annex 8. Tenderer needs this annex to provide his response to the questions below.

Max. no. of points available	Assessment aspects
Maximum of 25 points	Tenderer is asked to develop a case that fits into their concept-Plan of Action. Budget, roles and activities should be aligned with what is proposed in the concept-Plan of Action. Present your plan of a research visit to the Combi track addressing the following points: 1. Present how you will support and facilitate the combi-track in answering their learning questions and provide insight in their contribution and advise on how to reach their goals. Including which stakeholders do you intend to include in the field research and why? 2. Describe the roles and responsibilities of the team members and possible local consultants and division of work including budget. Besides a plan of a research visit, you are also requested to provide answers to the following question: 3. What opportunities do you see to contribute to the assignment objectives? The answers of the case are assessed based on the following criteria per question: A) The feasibility and the extent to which the proposed approach(es) fit the Combi Approach and this assignment; B) The extent to which the division of roles and budget is realistic and clear; C) The extent to which the opportunities are relevant and realistic.

	Each criteria will be assessed individually, with a maximum of 25 points awarded per question. The final score will be reached by (score criteria A, B and C) / 3 = maximum of 25 points. **Note**: For this quality award criterium Tenderer has to score a minimum of 60% (satisfactory). This means: 60% x 25 points is a minimum of 15 points. If this is not the case, the Tender will be set aside and excluded from this tender procedure.

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

In annex 2 Tenderer has to provide its hourly rates for an expert of the proposed team and the team leader excluding excluding Netherlands VAT and (if applicable) including local foreign VAT and all other costs and/or fees.

The rates of the experts are based on a mixed team of local experts (from the Combi countries) and international experts. Both types of rates should reflect market rates.

The maximum hourly rate for an expert is **€ 95** excluding Dutch VAT (and (if applicable) including local taxes and all other costs). The maximum hourly rate for the team leader is **€165** excluding Dutch VAT (and (if applicable) including local taxes and all other costs).

Max. no. of points available	Assessment aspects
Max. 20 points	The offered price will be assessed according to the tables in section 5.5. The final score will be reached as follows: score hourly rate offered for an expert + score hourly rate offered for a team leader = max. 20 points. **Note**: If Tenderer offers a higher hourly rate than the maximum hourly rate which is provided, the Tender is set aside and excluded from further participation in the tendering process.

5.4 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%

5.5 Assessment of preferences in relation to prices/rates

During the assessment, the assessment team will work in accordance with the following points.

Hourly rate expert of the proposed team & consultants excluding Dutch VAT (and (if applicable) including local foreign VAT and all other costs)	**Awarded points**
≤ € 81,50	10 points
€ 81,51 up to and including € 83,00	9 points
€ 83,01 up to and including € 84,50	8 points
€ 84,51 up to and including € 86,00	7 points
€ 86,01 up to and including € 87,50	6 points
€ 87,51 up to and including € 89,00	5 points
€ 89,01 up to and including € 90,50	4 points
€ 90,51 up to and including € 92,00	3 points
€ 92,01 up to and including € 93,50	2 points
€ 93,51 up to and including € 95,00	1 point
> € 95,00	The Tender is set aside and excluded from further participation in the tendering process

Hourly rate expert of the team leader excluding Dutch VAT (and (if applicable) including local foreign VAT and all other costs)	**Awarded points**
≤ € 138,00	10 points
€ 138,01 up to and including € 141,00	9 points
€ 141,01 up to and including € 144,00	8 points
€ 144,01 up to and including € 147,00	7 points
€ 147,01 up to and including € 150,00	6 points
€ 150,01 up to and including € 153,00	5 points
€ 153,01 up to and including € 156,00	4 points
€ 156,01 up to and including € 159,00	3 points
€ 159,01 up to and including € 162,00	2 points
€ 162,01 up to and including € 165,00	1 point
> € 165,00	The Tender is set aside and excluded from further participation in the tendering process

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 assessment of the award criteria consists of the following steps:

1. An assessment committee will assess the award criteria. The assessment committee consists of at least 3 adequately equipped and expert assessors. First, the assessors will assess your written responses on the qualitative award criteria individually. Hereafter the assessment committee will determine a final score by consensus per award criterion, during a plenary meeting. A maximum of 80 points can be obtained for your responses to the award criteria. Tenderers who do not meet the minimum number of points on these criteria are set aside and are excluded from further participation in the tendering process and will not be further assessed on the prices/rates.
2. Assessment of the prices/rates with a maximum of 20 points. If the maximum total price is higher than the maximum amount mentioned, the Tender is set aside and excluded from further participation in the tendering process.
3. The total score (written responses + price) will be determined. The maximum total points that can be obtained is **100 points.**

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. 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: Gert Goorhuis, gert.goorhuis@rvo.nl with a CC to Accountteam01!rvo.nl.

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

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

7.3.2 eHerkenning

All TenderNed users affiliated with a *Dutch* company registered with the Dutch Chamber of Commerce are obliged to log in and register using eHerkenning.
This obligation does not apply to companies not registered in the Netherlands.
Visit eHerkenning gebruiken voor TenderNed | TenderNed for more information about eHerkenning, including the terms and conditions. You are responsible for any consequences arising from the failure to register with eHerkenning in a timely manner.

7.3.3 Questions and additional information/changes

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

- Via one or more Memoranda of Information.

- By means of the TenderNed 'Questions and Answers' facility.

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

Submitting a question to the Tendering Authority
Questions are to be asked via TenderNed. https://www.tenderned.nl/cms/voor-ondernemingen/aanmelden-en-inschrijven/vragen-stellen-een-aanbesteding. 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(EZ)**.**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 EZ

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 confidentional 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	Reference Assignment(s)	Fill in and add to TenderNed Make sure references are signed by the referee.
Award criteria Annex 8	Provide your response per award criterion. Use separate documents for each award criterion. Please add for criterion 5.2.1: your response + one document for all concise CVs. Please add for award criterion 5.2.2 your response to the questions based on the Case in Annex 8.	Add to TenderNed
Annex 2	Please use for award criterion 5.3 Annex 2 Prices/rates.	Fill in and add to TenderNed

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

7.3.16 Legally binding signature

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

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

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

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

7.3.17 Submission of a Tender in collaboration with other organisations

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

There are two ways in which you can submit a Tender in collaboration:
1) As a consortium in which each member of the consortium is jointly and severally liable for the

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

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

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

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

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

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

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

7.3.18 Single Tender

All natural persons, legal entities and organisations may only submit a single Tender (either individually or in combination with other natural persons, legal entities and/or organisations). Tenderers who are mutually connected via a relationship of dependence (group link) are permitted to participate separately in this tendering procedure. However, this is on the express condition that they participate as competitors in this tendering process. For this purpose, they must demonstrate that their mutual relationship has not influenced their behaviour within the scope of this tendering procedure nor has it restricted fair competition.

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

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

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

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

7.3.20 Communication and language

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

The Tender must be submitted in English.
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 explicitely excluded. The General Government Terms and Conditions apply to the Contract.

7.3.22 Contract conditions

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

The Tendering Authority is free to accept or reject the proposed textual amendments. The Tendering Authority will indicate whether or not the proposals have been accepted or rejected in the Memorandum of Information. By submitting the Tender, the Tenderer declares his consent to the (possibly amended) Contract(s). Only the definitive Contract(s) 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: Prices/ Rates
Annex 3a: Draft Public Service Agreement ARVODI-2018
Annex 3b: Draft Data Processing Agreement
Annex 4: General Terms and Conditions (ARVODI 2018)
Annex 5: Complaints Procedure
Annex 6: References Assignment(s)
Annex 7: Combi Approach Results Framework
Annex 8: Case