



Tender Document

Invitation to tender in accordance with the European open procedure for supporting the development of a common vision and a strategic plan within the "Vallée du Niger" program on the sustainable management of natural resources in the Niger Valley in Niger

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Definition of terms

Tendering Authority	The Netherlands Enterprise Agency (RVO), an Agency of the Ministry of Economic Affairs of the Netherlands.
Tender Document	This document and all of its annexes.
Public Procurement Act	The Public Procurement Act 2012 (<i>Aanbestedingswet 2012</i>).
General Government Terms and Conditions	General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI-2018: <i>Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten</i>).
Most Economically Advantageous Tender	The Tender that achieves the highest definitive total score based on the best price-quality ratio.
Suitability requirements	The requirements with which Tenderers must comply in order to be eligible to win the tender.
Tenderer	An entrepreneur or entrepreneurs who have submitted a Tender or is/are planning to submit a Tender. In this document, the word 'you' is taken to mean the Tenderer.
Tender	A quotation submitted by the Tenderer in response to this Tender Document.
IUC-EZ	The Procurement Office (IUC) – part of the Netherlands Enterprise Agency (RVO.nl), which in turn is part of the Ministry of Economic Affairs (EZ) – 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.
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

CTAP

Comité Technique d'Appui au Programme

1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure for supporting the development of a common vision and a strategic plan within the "Vallée du Niger" program on the sustainable management of natural resources in the Niger Valley in Niger, including supporting data management and governance. The program is facilitated by RVO.

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

In preparation for this tender procedure, the Contracting Authority conducted a market consultation. The objective of this consultation was to gain insight into the market, identify potential risks, and gather input to the requirements and scope of the assignment. A summary report of this market consultation has been added as an annex to this tender document (see annex 09).

1.1 Tendering Authority and IUC-EZ

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

1.2 Reason for this invitation to tender

RVO, operating on instruction of the Netherlands embassy in Niamey, Niger, supports the implementation of the Strategic Planning Program on the Sustainable Management of Natural Resources in the Niger Valley in Niger. The program is a bilateral cooperation with the Niger government on sustainable management of natural resources in the three regions of Niger that are part of the Niger river basin (Tillabéri, Niamey et Dosso).

More specifically, the program aims to assist the Nigerien ministries directly involved in developing a long-term vision (30 years) and a subsequent planning strategy to ensure a sustainable management of all natural resources including land and water.

At the operational level, bilateral cooperation is carried out between the RVO and the "Comité Technique d'Appui au Programme" (CTAP), composed of the General Directorates of the Ministries directly concerned with the sustainable management of natural resources, with the "Ministère de l'Hydraulique, de l'Assainissement et de l'Environnement" being primarily responsible.

The program is to support and facilitate the CTAP in its role of developing a long term vision and planning strategy with active engagement of local stakeholders, including supporting data management and governance, the implementation of local initiatives (no regret measures / projets sans regret) and identifying one or more investment projects in close cooperation with technical and financial partners, in particular multilateral development banks.

The development of a long-term vision and a subsequent planning strategy requires a multidisciplinary and multi-stakeholder approach which requires the mobilization of high-level expertise with relevant capacities and experience, including international ones, combined with national resources in Niger.

1.3 Time schedule

The schedule below applies to this tendering process.

17 June 2025	Issuing of publication, start of tendering period.
21 July 2025	Closure of round of questions: deadline for the Tenderer to submit questions regarding this Tender Document and the Contract (including the general terms and conditions) and/or proposals for textual amendments to the draft Contract (including the general terms and conditions).
30 July 2025	Issuing of Memorandum of Information
11 August 2025 at 14:00 (CEST)	Deadline for the receipt of Tenders and opening of Tenders by the Tendering Authority.
Week 33 up to and including week 35, 2025.	Assessment of Tenders.
2 September 2025	Announcement of the award of the Contract.
17 September 2025	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
22 September 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.
1 October 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 and objective of the assignment

RVO, commissioned by the Netherlands Embassy in Niamey (Niger), is supporting the Government of Niger through the CTAP in the strategic planning process for the sustainable management of natural resources in the three regions of Niger that are part of the Niger river basin. The Vallée du Niger program is composed of multiple elements, including the development of a vision and a strategic plan, implementing “no regret projects”, the supporting data management environment and capacity development.

The Niger River Basin, a crucial lifeline in West Africa, extends across multiple countries, including Niger. It is vital for its natural resources, on which millions of people depend for their livelihoods in agriculture, fishing, and which supplies water for various users, including livestock and irrigation.

However, the region faces considerable challenges, including environmental degradation, poor land management, deforestation, and conflicts over resources. These challenges are exacerbated by climate change, which is leading to increased water scarcity and flooding, with adverse effects on food security and livelihoods. Encompassing the regions of Dosso, Niamey and Tillabéri, the Niger Valley area (Figure 1) is experiencing strong population growth (3.2% for the Tillabéri region, 2.9% for Niamey and 2.7% for Dosso). Most of this population, 78% (INS 2022), is rural and poor.

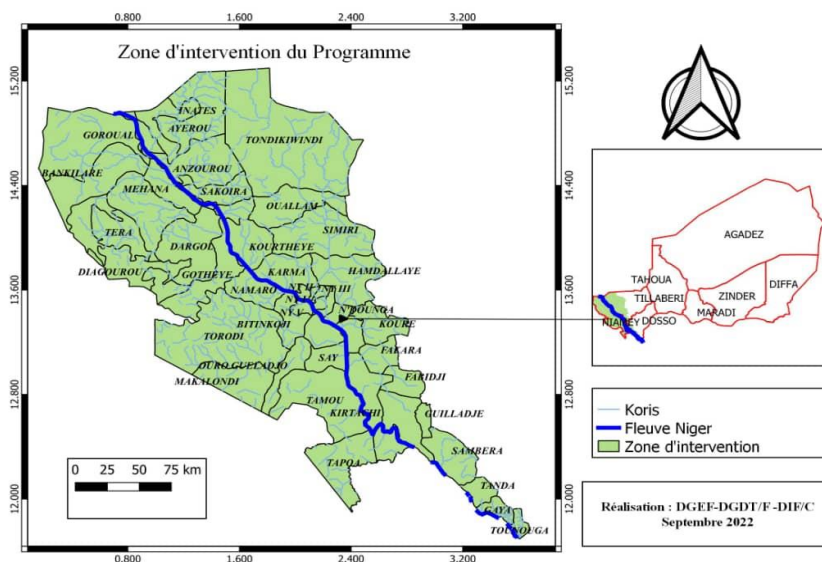


Figure 1: Niger River Valley (intervention area)

These growth rates exacerbate the environmental challenges, reducing the quality of life, limiting economic opportunities, and straining natural resources. This situation disproportionately affects women, young people, and vulnerable groups, who are often marginalised in resource access and decision-making processes.

Addressing these issues requires a long-term, integrated approach to socioeconomic development and integrated landscape planning and management, with strategies aligned with international goals like the SDGs and supported by stakeholder engagement at all levels. The first step in implementing such an approach is to develop a comprehensive and common vision to drive a truly holistic strategic plan for sustainable management of natural resources in the valley, thus enabling inclusive socioeconomic development.

2.2 Objectives

To achieve the overall goal of improving livelihoods in the Niger River Basin in Niger by making sustainable use of natural resources, the primary objectives of this assignment are :

1. To develop a **shared Vision up to 2052 which is supported by a broad selection of stakeholders**, incorporating a strategic landscape and integrated environmental impact evaluation approach that respects national, regional and international agreements. This Vision will provide a comprehensive framework for the integrated planning and management of natural resources and fostering inclusive socioeconomic development in the Niger River Valley in Niger. A common understanding among stakeholders of the most pressing issues to be addressed in the Niger River Basin is achieved through this.
2. To develop a detailed and **actionable five-year Strategic Plan** that effectively and efficiently provides details on the implementation of the Vision. This plan will outline specific strategies, initiatives, scenarios and action steps necessary for achieving the goals outlined in the Vision.
3. Following a go / no-go moment, preparatory studies (technical, financial, ESIA) for an implementation-project may be conducted. This depends on whether a donor can be found to fund one of the specific actions identified in step 2, and whether conducting these studies will be of added value to the financing party. An additional 150k euro will be reserved for this in the program budget.
4. To develop, taking into account existing information systems, in parallel to and in support of objectives 1 and 2, a data management and governance framework concerning core datasets and indicators. This will support the Vision development process, Strategic Plan development and five (5) year implementation period, and also helps to increase broad shared understanding of the challenges related to natural resource management.

2.3 Context and Situational Analysis

The Niger River Valley, characterised by a complex blend of environmental and socioeconomic challenges, requires an integrated strategic approach to ensure sustainable development. The sections below provide an overview of most relevant context and situational information. Further detailed information is available in the annex 07: "Vallée du Niger État des Lieux" study.

Environmental and natural resource context

Central to the challenges faced by Niger is the environmental degradation impacting the Niger River. Significant morphological changes due to increased sediment loads from soil degradation and erosion, particularly from the West bank catchments, along with higher flows from tributaries, have resulted in frequent siltation of water infrastructure and alterations to the river's main channel. Addressing these sedimentation challenges necessitates a better understanding and modelling of sediment dynamics to mitigate impacts on the valley's water systems and infrastructure.

This sedimentation ties into broader water management issues within the valley. The region faces acute water shortages, especially during dry periods, which severely impact irrigation and drinking water supplies, while seasonal floods cause considerable damage to crops and infrastructure. Although groundwater, including aquifer storage, offers a potential solution, the region's capacity for effective groundwater management and utilisation is underdeveloped. Enhancing this capacity is crucial for stabilising the water supply and adapting to hydrological extremes that the valley increasingly experiences due to climatic variability.

Sociocultural and economic context

High levels of poverty and unemployment plague the Niger River Valley. Many households depend on subsistence agriculture, which is vulnerable to environmental stresses and provides minimal economic security. This critical sector is further threatened by land degradation due to overcultivation, deforestation, and inadequate farming practices. These environmental stresses lead to reduced agricultural yields, impacting food security and income for local communities.

These economic hardships also drive rural-to-urban migration, leading to increase of urbanisation resulting in growth of nearby cities. This places additional pressure on urban infrastructures and services like housing, sanitation, and healthcare. Many migrants end up in informal settlements that are vulnerable to environmental hazards (including flooding) and lack basic WASH amenities.

Furthermore, limited access to education and vocational training restricts employment opportunities, perpetuating the cycle of poverty. The region has low education and literacy rates (consistently ranked 187 on the UNDP Education Index), particularly among women and girls. This lack of access to quality education hinders the population's socioeconomic development, reducing their ability to secure better employment, contribute to the local economy and understand the importance of long term inclusive and sustainable natural resource management in relation to short term needs.

Geopolitical and regional dynamics

The complexity of developing a vision and strategic plan for the Niger River Valley is compounded by its transboundary nature. Multiple countries share the basin, creating a need for enhanced cross-border collaborations and policy coordination. The "PANGIRE Niger 2017 - 2030" plan and initiatives like the Niger Basin Authority (NBA) and the Lake Chad Basin Commission (LCBC) highlight the importance of cooperative multilateral structures in managing shared water resources. Implementing Integrated Water Resources Management (IWRM) and developing inclusive planning and decision making processes is vital for ensuring sustainable and equitable use of these resources across the basin.

Coordination of information provision

Communication and crisis management also play pivotal roles in addressing these environmental challenges. A critical gap exists in timely disseminating forecasting information to stakeholders, particularly those on the ground who directly utilise these resources. Administrative inefficiencies hinder the effective and efficient transmission of data and information, particularly concerning early warning systems, leading to delayed responses to water crises.

2.4 Programme governance

Effective management across the Niger River Valley hinges on resolving diverse stakeholder interests, overcoming limited data and knowledge sharing, and involving all relevant stakeholders, including local communities, private sectors, and civil society. It is crucial to ensure that gender considerations and the needs of vulnerable groups are integral to the planning and implementation processes. The program involves numerous ministries and governmental bodies, and collaboration among these entities is crucial for the program's success, ensuring a coordinated and integrated approach to environmental management and socioeconomic development. Some stakeholders will have to be actively consulted to understand their needs and aims; other stakeholders need to be kept informed.

The following organisations have a role in the development and implementation of the Vallée du Niger program, including this tender.

RVO – Netherlands Enterprise Agency	Contracting Authority, responsible for project management. Any change related to budget, planning and/or deliverables needs to be approved by the appointed RVO program advisor.
Comité Technique d'Appui au Programme (CTAP)	The CTAP will be the first point of contact for the consortium. They represent the core governmental institutions and they are responsible for ensuring that the programme is in line with Nigerien policy. They will pre-approve the vision and strategic plan before they are submitted to the steering committee. They will be available to provide input on a weekly or even daily basis.

Comité de pilotage du programme national (CNP)	The steering committee is responsible for approving the vision for the Vallée du Niger. The CNP is composed of several governmental bodies, representing a broad array of potential governmental stakeholders. It is the decision-making authority for the vision and strategic plan.
Embassy of the Kingdom of the Netherlands (EKN) in Niamey, Niger	The EKN finances the whole programme, of which this assignment is a part. The EKN will remain in the loop and can provide limited diplomatic support. Together with the Ministry of FA in The Hague (NL), EKN is currently exploring how the overall programme can continue after 2027.
Bureau National pour l'Évaluation Environnementale (BNEE)	The DG of the BNEE serves as technical assistant to the CTAP.
Netherlands Commission for Environmental Assessment (NCEA)	Upon request of the Ministry of HAE, the NCEA serves as technical assistant to the CTAP and CNP. It liaises regularly with RVO as well.

While drafting the vision and strategic plan, a wide range of stakeholders should be consulted in order to understand how the program can be formulated to best respond to their needs and goals.

2.5 Scope of the assignment

The Tendering Authority has estimated a total contract value including optional extension of maximum EUR € 1.950.000,- (excluding Dutch VAT and (if applicable) including all local foreign VAT and all other costs and/or fees). The estimated value is an indication from which no rights can be derived. This Tender Document was created using up-to-date knowledge and insights valid at the time of its formulation. It is possible that the services specified in the Contract 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.

This assignment is divided into 3 interdependent work packages:

Work package 1: Vision development

Accompany the process of Vision development: The Contractor has to enable, facilitate and support the CTAP in the process of the development of the vision document. The Contractor needs to take into consideration that CTAP shall be the owner of this vision document and therefore needs to approve the content of the vision document. This means that the Contractor has to facilitate meetings of the CTAP, document progress, develop research questions and facilitate research for vision development through its' local partners, provide technical inputs on the findings and guide the CTAP in the development of the vision document. **The deliverable is the vision document and the underlying research and documentation of the process.** The Contractor and the CTAP are jointly responsible for this deliverable.

The deliverables for Work Package 1 are:

- a. A work plan submitted to the CTAP and Contract Authority, two (2) months after signing of the Contract;
- b. List of engaged stakeholders and consultation outcomes as soon as possible after the signing of the contract;
- c. Report detailing the main issues, ambitions and concerns identified during the consultations and discussed within the CTAP;
- d. An interim report detailing the proposed directions to address the ambitions and issues identified above, as they have been formulated by stakeholders;
- e. A draft vision document based on the above deliverables, which is submitted to the CTAP. The Contractor is primarily responsible for enabling the drafting of the **vision document**¹

¹ In principle the vision document is a document prepared by the government of Niger.

Work package 2: Strategic Plan development

The Contractor should take the initiative to **develop a Strategic Plan** of actions for the next five (5) years on the basis of the Vision Document. The Strategic Plan should include actionable guidance for implementation of the vision including (not exhaustive list):

- A prioritisation of key activities on the basis of a multi-criteria analysis, including financial, institutional, environmental, technical and social criteria.
- A set of possible scenarios for implementation on the basis of availability of the necessary budget, taking into account a margin for unforeseen circumstances such as floods, droughts or other changes.
- Budgets, list of capacities and a division of tasks, including a risk analysis.
- A SEA for the strategic plan is legally required in Niger. The SEA's analysis of environmental and social impacts of the different scenario's studied is to be integrated into the development of the strategic plan. The SEA report should be validated by the Nigerien Bureau National pour l'Evaluation Environnementale (BNEE).
- A mechanism to ensure continuous consultation of stakeholders by the responsible authorities should be put in place once the strategic plan has been developed.

The strategic plan should follow SEA best practice principles, which include a holistic approach, an interdisciplinary team, stakeholder engagement, transparency, and intergovernmental cooperation.

The CTAP and other parties in Niger are responsible for the support and facilitation of the process of developing the Strategic Plan. The Strategic Plan has to be endorsed by the CTAP and approved by the CNP.

The deliverables for Work Package 2 are:

- a. A draft Strategic Plan document submitted to the CTAP. The Contractor is responsible for drafting the Strategic Plan.
- b. A SEA report assessing the submitted Strategic Plan, submitted for validation to Nigerien Bureau National pour l'Evaluation Environnementale (BNEE).

Work package 3: Supporting data management

Building on the "État des Lieux" study (annex 07), intensive interaction with Work Packages 1 and 2, and other relevant stakeholder consultations, the Contractor will, in parallel with WP1 and WP2 activities, **identify strengths and weaknesses, opportunities and threats and dependencies of existing data management and information systems of the key stakeholders** (ministries represented in CTAP). Subsequently, design and execute a process to (collectively) **identify and report an overview of the core datasets and indicators** required to support the vision and strategic plan development objectives (including scenario development and SEA). This covers their ownership/custodianship, content, theme, quality, temporal coverage, availability and accessibility. In case of identified data/knowledge gaps a strategy for development, retrieval or alternative data source is proposed. This activity therefore includes meticulous identification, collation and integration of diverse data sources, prioritising local insights, solutions and historical information about the region's natural resources. This approach also aims to harness on-ground knowledge from local communities and experts, enriching the planning framework activities of work packages 1 and 2 and linking with data generated by the "Projets sans Regrets" projects within the program. Therefore this Work Package additionally aims to **develop a data management system** that takes into account existing systems, various government roles and processes, and adds an environment that brings together and discloses various essential datasets and information sources in one access point, needed to enable and support the integrated and sustainable management of natural resources in the program region.

The deliverables for Work Package 3 are:

- a. A **report providing an overview** of (1) the existing data information systems relevant for WP1 and WP2 activities including its strengths and weaknesses, their potential relationship and dependencies and (2) the core datasets required for the WP1 and WP2 activities and their characteristics, availability and quality, building on the "État des Lieux" study (annex 07); This deliverable is provided to CTAP within four (4) months after signing of the contract.

- b. **Building on deliverable 1, design (and subsequently implement) a data management and information system using open source software, to be operational and maintained for a period of five (5) years:** Following up on the above deliverable, integrating and taking into account existing information systems on natural resources within the Nigerien government, the Contractor performs a needs-assessment with CTAP members, identified regional partners and foreseen users regarding an online metadata catalogue (using open source software i.e. Geonetwork OS, and using an agreed ISO metadata standard, in line with Niger guidelines), webservices environment and possible required hardware. This deliverable includes realizing the content availability of the core datasets in the foreseen online catalogue, and enabling the accessibility, sharing, presentation, and reporting of core and project datasets and indicators relevant for the program and a broader audience. **These consultation outcomes are translated into a functional and technical design document, including also an implementation plan and a governance setup (roles and responsibilities, including maintenance and support) that organizes access for the various CTAP members, partners and general public.** This will be presented to the CTAP and program partners for validation. CTAP and Contracting Authority will review the design and provide feedback once.
- c. After processing of the feedback and formal CTAP and Contracting Authority approval of the designs, **these designs can be implemented and made operational, including the content and hardware solution,** as soon as possible (but start no later than 12 months after signing of the contract) in collaboration with CTAP partners. Communication on the release will be coordinated with CTAP.
- d. **Building on deliverable b (governance setup), a report that advices CTAP on the governance framework to determine data custodianship and embed data management processes for the core datasets and updates (selected from deliverable 1 report)** in existing governmental information system processes to secure long term commitment, maintenance and usability, at least covering the Strategic Plan phase (5 years) and including required transitioning budgets.
- e. **Provide technical and functional training (5 sessions)** on the data management system and user application (i.e. metadata catalogue, webservices management and usage, QGIS and online data/mapping tools) to key users (within CTAP members and other identified actors) to secure uptake and commitment.

Travelling to Niger

As for travelling to Niger the Contracting Authority follows Dutch government travelling advice. The advice for Niger at present is code red. Within the specific context of this assignment by the Contracting Authority, travelling to Niamey, Niger is possible taking into consideration the following:

- The Contracting Authority checks with the embassy on the safety situation before each mission to Niamey within the context of this assignment.
- All persons travelling to Niamey, Niger within the context of this assignment are expected to register scheduled visits with the Netherlands Ministry of Foreign Affairs.
- The Contracting Authority informs its Niger counterpart Ministre de l'Environnement, de l'Hydraulique et de l'Assainissement (MEHA)/ CTAP of each incoming visit within the context of this assignment
- The invitation letters for visa applications are arranged by the members of the CTAP.
- Missions to Niamey, Niger within the context of this assignment are short term visits only (indicatively maximum of 2 weeks).
- Parties working for the Contracting Authority within the context of this assignment are themselves responsible for relevant insurance.
- The Netherlands embassy can be reached by telephone in case of emergency.
- In an emergency situation staff of the Contracting Authority and people working for the Contracting Authority having a Dutch nationality are regarded as eligible for evacuation coordinated by the embassy if the situation permits.

If the Contractor is of Nigerien nationality or based in Niger, the travel considerations listed above do not apply.

Provisional Sum for Unforeseen Costs – Travel Advisory Niger

Due to the current and potentially changing travel advisory for Niger, the Contracting Authority includes a provisional sum to cover unforeseen costs that may arise from a red travel advisory issued by the Ministry of Foreign Affairs.

Amount of the provisional sum: approximately € 200,000.- excluding Dutch VAT and (if applicable) including all local VAT and all other costs and/or fees.

Purpose of the provisional sum: This amount is intended to cover reasonable costs directly related to the inability to carry out (parts of) the assignment in Niger due to a red travel advisory. This may include, for example: delays, rebooking's, additional security measures, temporary remote execution, etc.

Availability: The provisional sum will only be made available upon the explicit written approval of the Contracting Authority.

Justification: If the provisional sum is (partially) used, the Contractor must provide a detailed cost breakdown supported by appropriate documentation.

This provisional sum is part of the Tender price and is included in the Tenderer's total maximum price in annex 02 'Financial Proposal'.

2.6 Out of scope

This section provides an overview of other activities under implementation, planned or finalized as part of the broader Vallée du Niger programme. These topics and products should be considered out of scope for this assignment:

- Theory of Change (ToC), MEL framework and monitoring plan for the overall programme (see annex 08a for Dutch version and annex 08b for French version). Note that the validation of the TOC is ongoing and will be provided once the Contract is set to start.
- État des Lieux study: report describing the current state and trends of natural resources, governance, programs and datasets available. Please find the study in annex 07.
- Capacity building focusing on commune level: RVO and other partner organisations will support capacity development of governmental and non-governmental stakeholders on strategic planning. This is a separate component of the programme with its own budget. Recommendations on what capacity development is necessary may be made by the Contractor.
- Projets Sans Regret: As part of the programme, RVO and the CTAP are identifying and financing no regret projects (*projets sans regret*). These projects aim a) to provide direct benefit to the local population in the project area, b) to serve as an exercise to promote interdepartmental cooperation between members of the CTAP, c) to promote ownership of the programme at a central and decentral level and d) to identify activities for potential scaling up at a later stage. The consultant/team is expected to take note of the lessons learnt during the development and implementation of these 'no regret projects' and to apply these lessons – when applicable – to the vision and strategic plan development.

2.7 Amendment Clause

Possible Follow-up Assignment

The Contracting Authority reserves the right to modify or extend the Contract with an additional assignment for six (6) months, without initiating a new procurement procedure, with a total maximum value of €150,000 excluding Dutch VAT and (if applicable) including all local VAT and all other costs and/or fees.

This additional assignment concerns a subject closely related and logically following the current assignment. The execution of this additional assignment is subject to the following conditions:

- Successful completion of the current agreement to the satisfaction of the Contracting Authority;
- Availability of additional funding/budget;
- Explicit written approval by the Contracting Authority for the execution of the follow-up assignment.

The possible additional assignment involves developing preparatory studies for the execution of one of the projects identified in the action plan developed in work package 2. Preparatory studies may include Feasibility, Financial, ESIA, Detailed Design, etc., depending on the wishes of the potential donor. The data and other information necessary for these studies will for the most part already have been mobilized as part of work packages 1, 2, and 3.

This clause is included in accordance with Article 2.163b of the Public Procurement Act and Article 72(1)(a) of Directive 2014/24/EU.

This provisional sum is part of the Tender price and is included in the Tenderer's total maximum price in annex 02 'Financial Proposal'.

2.8 Lots

The tendering process is not divided into lots because the nature of this assignment requires the various tasks to be executed in a technically and operationally integrated manner. Dividing the assignment in lots would lead to significant coordination issues and a reduction in efficiency, negatively affecting the overall quality of the assignment. Furthermore, the project requires specialized knowledge and expertise, which can most effectively be provided by a single Contractor capable of handling the entire scope of work.

2.9 Contract Period

The Contracting Authority intends to conclude a Contract for a period of twenty-three (23) months, including one (1) unilateral option for the Contracting Authority to extend the Contract by six (6) months for the possible follow-up assignment, mentioned in section 2.7. The maximum duration of the Contract is therefore twenty-nine (29) months.

The Contracting Authority intends to conclude a Contract with one (1) Contractor.

If the maximum contract value is exceeded (or is threatened to be exceeded), the Contracting Authority has the right to unilaterally terminate the Agreement without compensating the Contractor for this, in whatever form. See further in this regard the provisions in the (draft) Agreement.

3. Requirements to this assignment

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

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

3.1 Requirements relating to the services requested

Requirement number	Requirement services (RS)
RS 1	When executing the assignment, the Contractor will comply with all relevant Dutch and Nigerien laws and regulations. The SEA should be elaborated according to Nigerien legal requirements.
RS 2	The Contractor is required to submit documents to the CTAP before submitting them to the CNP.
RS 3	Digital files are provided where reasonable in the following formats .doc, .docx, .xls, .xlsx and .pdf, and common GEO/GIS format, unless otherwise agreed. Three hard copies of files are to be submitted to the CTAP.
RS 4	The (draft and final) reports have to be written in French. Translation costs are always at the expense of the Contractor and included in the Tenderer's total maximum price in annex 02 'Financial Proposal'.
RS 5	During the execution of the assignment, the Contractor will periodically inform CTAP and RVO of the progress. In principle, the Contractor informs the Contracting Authority with a monthly frequency about the progress and (interim) results. This can only be deviated from after mutual consultation between the project leaders of both parties. The Contractor has the obligation to communicate proactively to the Contracting Authority if matters stagnate during the execution of the assignment that (may) have a negative impact on the achievement of the objectives of the assignment. It is expected that the Contractor will provide timely advice (solicited and unsolicited) about the bottlenecks identified, so that damage or loss of time is prevented, or at least reduced.
RS 6	The Contractor is required to gain a solid understanding of local needs in order to inform the contents of the vision and strategic plan. The Contractor is thus required to demonstrate experience and to provide an indicative methodology to do so.
RS 7	The Contractor must present final products of the three work packages to the National Steering Committee at validation meetings or workshops and incorporate any observations or amendments made.

3.2 Requirements relating to Communication

Requirement number	Requirement regarding Communication (RC)
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RC 1	The Contractor needs to inform CTAP on a bi-weekly basis on the progress of the deliverables within the three work packages.
RC 2	Data/information generated during this project and deliverables that are part of the assignment, such as reports and other media, are (in principle, unless agreed otherwise) public information and will be made available through the IATI-website and/or the RVO website. The Contractor's own reporting formats (incl. logo's etc.) may be used but should include a colophon that indicates a reference to the RVO program and/or the Government of the Netherlands.
RC 3	The Contractor is required to work together with the RVO and Nigerien parties on communication about the program advancement. The Vision, Strategic Plan and SEA will be published on a separate website managed by the CTAP.
RC 4	The Contractor is required to provide news items for the program website on a monthly basis. The news items are to be established in consultation with the CTAP.

3.3 Requirements relating to Team Leader

Requirement number	Requirement Team Leader (RT = Requirement Team Leader)
RT 1	At least seven (5) years of experience in supporting the development of governmental vision documents and managing the process of developing multiannual strategic plans, such as IWRM plans, River Basin Planning, Natural Resource Management Plans (including development of alternative scenarios).
RT 2	At least seven (5) years of experience in rural development, including development of livestock, agriculture and fisheries sectors.
RT 3	At least seven (5) years of extensive experience in engaging with a broad range of stakeholders.
RT 4	At least three (3) years of experience as a manager of multidisciplinary teams composed of at least five (5) staff members.
RT 5	Conflict sensitivity and diplomatic skills, experience in engaging with a variety of governmental and non-governmental actors and reconciling diverging views on strategic development.
RT 6	Recent experience in working in West-Africa.

3.4 Requirements relating to Project Team

Requirement number	Requirement Project Team (RP = Requirement Project Team)
RP 1	Finance expertise: experience in supporting interministerial working groups in developing long-term budget planning.
RP 2	Expertise in civil engineering: experience in medium-scale water infrastructure development (e.g. small dams, irrigation facilities, etc) and in understanding their potential impact on water availability in the programme region.
RP 3	Climate change expertise: experience in judging the potential impact of climate change on medium-to long-term plans for rural development. Experience in designing mitigation and adaptation measures in spatial development plans.
RP 4	Expertise in developing strategic plans for development of fisheries / agriculture / livestock sectors. Good understanding of interactions between these sectors. Experience in ensuring that these developments remain

	within the boundaries of the recipient ecosystem or improve the ecological values.
RP 5	Social impacts expertise: experience in planning and conducting stakeholder engagement processes and interpreting and applying these results in strategic plan development. Experience in difficult security contexts (e.g. terrorist threats).
RP 6	Stakeholder engagement: the team must have experience in organising stakeholder engagement in West-Africa.
RP 7	During the duration of the Contract, for the individual team members of the proposed team proficiency in spoken and written French is mandatory at a B2 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 B2 CERF. Native speakers will be considered as C2 CEFR. This requirement has to be verifiable in the concise CV's which are part of quality award criterium 5.2.2 Project Team composition.
RP 8	The nature of the assignment and the foreseen interaction with partners and stakeholders in the program intervention zone requires substantive and regular local presence in Niger.

3.5 Requirements relating to the Data management and governance framework

Requirement number	Requirement Data management and governance framework (RD = Requirement Data management and governance framework)
RD 1	At least three (3) years of expertise and experience in data support: GIS and data management: expertise in collecting (via various forms and sources, i.e. authorities, survey, drones, remote sensing, participatory involving local communities), analyzing and interpreting GIS-data and statistics, developing and deriving indicators and producing and communicating maps, websites and dashboards with government officials as target audience.
RD 2	At least three (3) years of expertise and experience in developing data and information systems for integrated natural resource management: assessing existing data management and information systems, designing strategies for integrating information flows and transitioning or connecting existing sources to support integrated regional planning programs on natural resources.
RD 3	At least three (3) years of expertise and experience in system development: demonstrated experience in developing data management systems, metadata catalogues, and web-based infrastructures for spatial and statistical data, creating functional and technical system designs based on retrieved user and project needs and requirements, implementing data management systems using open source software.
RD 4	At least three (3) years of expertise and experience in data governance: experience with integrating data management systems and data custodianships into governmental work processes.
RD 5	At least three (3) years of expertise and experience in training: experience in organizing and executing technical training on data management system and GIS opensource applications usage.

3.6 Requirements relating to the prices/rates

3.6.1 The Tenderer will provide an overview of the total maximum price per work package and total maximum price for all three (3) work packages, applicable to this assignment by filling in the annex 2 entitled 'Financial proposal'.

- 3.6.2 The price/rates must exclude Dutch VAT, but must include (if applicable) local VAT, fees and all other costs. In any event, they must include all of the following: wage costs, overheads (e.g. accommodation and wage costs for support staff), costs relating to the use of equipment and machinery during the assignment, insurance costs, any applicable costs for e-invoicing, and local travel and accommodation expenses.
- 3.6.3 The agreed total maximum price for all three (3) work packages together is invariable for the duration of this Contract. The total maximum price per work package may deviate after written approval by the Contracting Authority.
- 3.6.4 The Tenderer will not submit any zero or negative prices/rates.

3.7 Tax-related requirements

- 3.7.1 The Tenderer indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (*Belastingdienst*) or other tax authorities.
- 3.7.2 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.
- 3.7.3 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 (15) calendar days of the request to do so.
- 3.7.4 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.
- 3.7.5 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.
- 3.7.6 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.
- 3.7.7 Given the nature of this assignment, which includes development cooperation that exclusively benefits a developing country, a VAT rate of 0% applies to the amount specified on the quotation provided the Contractor is established in the Netherlands and his organisation is registered as an entrepreneur for VAT purposes. **For extra certainty in this matter**, you can request a declaration of exemption from VAT from the tax inspector. More information on this matter can be found within the decree issued by the Ministry of Finance on 21 September 2015 (no. BLKB/2015/76M).
If you submit a statement from the tax inspector within 60 days of the award of the Contract that specifies that a **different** VAT rate applies, then the contract price will be increased to include the applicable VAT rate.
You are liable for any costs (extra or otherwise) in the event that you incorrectly charge no VAT or an incorrect amount of VAT to the Contracting Authority.>>
- 3.7.8 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.

3.8 Invoicing requirements

- 3.8.1 It is expected that Work Package 1 (WP 1) and Work Package 2 (WP 2) are sequential and Work Package 3 (WP 3) runs in parallel to WP 1 and WP 2. The following payment schedule applies, with percentage relating to the actual realized total cost amount per deliverable:
- 30% after completion of Work Package 1;
 - 40% after completion of Work Package 2;
 - 25% after completion of Work Package 3;
 - 5% after Project closure.
- 3.8.2 You must include a summary of the actual hours/days worked in accordance with the applicable rates.

3.8.3 For companies established in the Netherlands only

E-invoicing

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

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

For companies not established in the Netherlands

The paragraph concerning e/invoicing does not apply to companies located outside of the Netherlands. Non-Dutch companies can send their invoices in PDF format.

3.9 Environmental requirements

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

4. Requirements concerning the Tenderer

4.1 Introduction

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

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

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

4.2 Exclusion Grounds

The following Exclusion Grounds are specified in the annex 1 'European Single Procurement Document':

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

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

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

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

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

The evidence consists of:

1. Extract of Trade Register (no older than six (6) months, counted from the time of submission of the Tender, see §4.3)
2. 'Certificate of Conduct for procurement' ('Gedragsverklaring Aanbesteden' - no older than two (2) years, counted from the time of submission of the Tender)
3. Tax statement (no older than six (6) months, counted from the time of submission of the Tender)

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

Please refer to <https://ec.europa.eu/tools/ecertis/#/search>

eCertis is the information system that helps you identify different certificates requested in procurement procedures across the EU.

4.3 Suitability Requirements

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

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 organisation.
- 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(s).

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

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

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

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

4.3.2 Reference data (technical qualifications)

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

Core competences
1. Tenderer has proven knowledge of and experience with the development of long-term vision and strategic plans by integrating stakeholder perspectives, conducting scenario analysis, and applying structured decision-making methodologies (e.g., multi-criteria analysis, SEA), while ensuring alignment with policy, environmental, and socio-economic factors.
2. Tenderer has proven knowledge of and expertise in assessing existing data and information systems and flows relating to natural resources, and in designing and implementing open-source data management systems, establishing governance frameworks for data accessibility and long-term usability, and ensuring integration of diverse data sources to support decision-making and strategic planning.

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

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

The reference assignment must have been executed or completed within the three (3) years prior to the closing date for the submission of Tenders. If the Tenderer uses an assignment that is not yet fully complete, then only the completed results of the ongoing assignment can be submitted for reference purposes: projected results cannot be taken into consideration.

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

Evidence (do submit together with the Tender)

You may not provide more than one (1) reference for each core competence. If a single reference testifies to multiple competences that comply with the applicable requirements, then you can use the same reference for these different core competences.

The reference(s) must be signed by the referee (the client in question).

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

4.4 Professional/trade register extract

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

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

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

In order to establish the legal validity of the signed statements, declarations and other evidence, it is vital that a recent and up-to-date (**max. six (6) months old**, counted from the time of submission of the Tender) extract from the professional register or trade register is provided in compliance with the provisions stipulated in Section 2.98 of the Public Procurement Act. The extract must demonstrate the legal authorisation of the signatory.

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

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

5. Award criteria and assessment

5.1 Introduction

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

A maximum of 80 points (80% weight) can be obtained for your response to the quality criteria.

Note: The Tenderer must score a minimum of 48 out of the 80 points that can be obtained on these award criteria. If the quality award criteria are valued with a lower score than 48 points out of the 80 points, the Tender is set aside and excluded from further participation in the tendering process and will not be further assessed on the prices/rates.

5.2 Quality criteria

5.2.1 Award criteria relating to the Plan of Approach/ Work Plan

Max. no. of points available	Assessment aspects
50	<p>The extent to which a convincing approach/work plan has been presented for the project, in which the different activities and deliverables have been formulated. Particular attention should be given to the following topics, which will be assessed:</p> <ul style="list-style-type: none"> • The extent to which a clear conceptual and methodological approach has been presented for this project, divided in the three work packages: <ol style="list-style-type: none"> 1) Vision Development (stakeholder engagement, facilitation, research, and drafting); 2) Strategic Plan Development (prioritization, scenario analysis, budgeting, SEA integration); 3) Supporting Data Management (data identification, system development, governance framework). <p>Include proposed involvement of key counterpart organizations and how local stakeholders and environmental/social considerations are integrated into the approach (<i>maximum of 20 points</i>);</p> • The extent to which a clear and realistic justification of chosen methods and tools are presented (<i>maximum of 5 points</i>); • The extent to which a risk analysis is presented: identify and describe the most important risks for this assignment. For each risk, provide a detailed explanation of its potential impact on the assignment. Additionally, include a mitigation plan to prevent the risk from occurring / to solve the risk if it occurs (<i>maximum of 10 points</i>); • The extent to which a detailed timeline with key milestones and deliverables for all three (3) work packages is presented. The planning should include progress reporting and presentation of intermediate milestone results (<i>maximum of 5 points</i>); • Quality of the detailed budget proposal per work package including a breakdown of individual expert days and daily rates per key activity, third party costs, costs for accommodation, travel and other costs. Including the extent to which the input of staff for activities and other expected expenditures have their relevance substantiated in the

	<p>proposal. This breakdown should be included in the annex 02 'Financial Proposal' (<i>maximum of 10 points</i>).</p> <p>Note: The plan of approach/ work plan including planning should include a clear description of the team members' responsibilities and contribution. The plan of approach/ work plan may not exceed 15 pages A-4, minimum font Verdana 9pt and line spacing 12 mm, excluding the front page, table of contents, planning, and budget proposal in annex 02 'Financial Proposal'. The plan of approach/ work plan need to be delivered as separate PDF-file and the detailed budget proposal in annex 02 'Financial Proposal' needs to be delivered as separate Excel-file.</p>
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5.2.2 Award criteria relating to Project Team composition

Max. no. of points available	Assessment aspects
30	<p>For this criterium, the CVs of the proposed project team members have to be submitted as separate PDF-files.</p> <p>Particular attention should be given to the following topics, which will be assessed:</p> <ul style="list-style-type: none"> - Quality of the overview of the proposed expert team members, including a short description of their professional background and experience. Provide CVs of the proposed expert team members which include an overview of relevant projects executed, e.g. projects comparable to the scope and activities as described in this Tender Document. Scoring will be based on the following aspects* (<i>maximum of 20 points</i>): <ul style="list-style-type: none"> o The degree of demonstrable experience in development of political visions and strategic plans for sectors related to natural resource management (water, forestry, agriculture, climate change, etc.) o The degree of demonstrable knowledge of integrating social and environmental considerations in decision-making. Specifically, experience with applying Strategic Environmental Assessment (SEA) to policies, plans, programmes. o The degree of demonstrable experience with conducting participatory needs assessments and stakeholder consultations. o The degree of demonstrable Experience with setting up or improving databases for natural resource management (work package 3). o The extent to which a balanced team with international knowledge and strong local presence and network is presented. o The extent to which a team with experience in West-Africa and specifically Niger is presented.

	<p>*The projects and activities that the expert has carried out and is input to this award criterion must be sufficiently clearly described in the CV, so that the Contracting Authority can assess - without further inquiry from third parties – this award criterion. The team members must make a substantial contribution to the execution of this assignment or the delivery of (partial) products.</p> <ul style="list-style-type: none"> - Quality of the description of the specific responsibilities, roles or tasks between team members connected to relevant expertise and project experience related to the tasks in the Work Packages (<i>maximum of 10 points</i>). <p>Note: The requirements from section 3.3, 3.4 and 3.5 should also be clearly described and reflected in the CVs, so that the Contracting Authority can assess whether Tenderer complies to these requirements.</p>
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5.3 Award criteria relating to prices/rates (exclusive of VAT)

Please fill in annex 02 'Financial Proposal', legally sign and add to TenderNed. Tenderer has to submit the total maximum price for all three (3) work packages in annex 02 'Financial Proposal', excluding Dutch VAT and (if applicable) including all local VAT and all other costs and/or fees. The provisional sums for the 'Unforeseen Costs – Travel Advisory Niger' and 'Possible Follow-up Assignment' are already included in the annex 2 'Financial Proposal'.

Offers with a total maximum price above EUR 1,950,000.- (including the provisional sums for EUR 200,000.- for Unforeseen Costs – Travel Advisory Niger and EUR 150,000.- for a possible follow-up assignment which includes a Contract extension of six (6) months, as stated in section 2.7) excluding Dutch VAT and (if applicable) including all local VAT and all other costs and/or fees, will be rejected and excluded from further participation in the tendering process.

The award criteria relating to prices/rates will be assessed according to section 5.5.

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	Excluded from tender process

Note: The Tenderer must score a minimum of 48 out of the 80 points that can be obtained on these award criteria. If the quality award criteria are valued with a lower score than 48 points out of the 80 points, the Tender is set aside and excluded from further participation in the tendering process and will not be further assessed on the prices/rates.

5.5 Assessment of preferences in relation to prices/rates

For this assignment, the "weighted price per point" method is used to determine the winner. The Tenderer who ends up with the lowest price per point has the Most Economically Advantageous Tender and thus is awarded the contract. For this contract, quality is considered 80% and price 20%.

The following formula is used to calculate the price per point:

$$price\ per\ point = \frac{Price^{0,2}}{Quality^{0,8}}$$

The Price is the total maximum price for all three (3) work packages together per Tenderer quoted excluding Dutch VAT and (if applicable) including all local VAT and all other costs and fees. The Quality Score is the total number of points obtained by you for quality award criteria 5.2.1 'Plan of Approach/ Work Plan and 5.2.2 Project Team composition. The total achieved quality score per award criteria will be rounded to one (1) decimal place. Only the achieved 'price per point' will be rounded to three (3) decimal places.

Example

The table shows as an example how the formula works. In this example, three Tenders have been received and a total of 80 points can be scored on the qualitative award criteria. The prices in this example are completely fictitious and are not intended to be directional.

	Tender A	Tender B	Tender C
Total Maximum Price	€ 1.000.000,-	€ 850.000,-	€ 750.000,-
Quality score	58 points	75 points	70 points
Price per point	$1.000.000^{0,2}/58^{0,8} = 0,616$	$850.000^{0,2}/75^{0,8} = 0,485$	$750.000^{0,2}/70^{0,8} = 0,500$
Rank	3	1	2

6. Assessment of the Tender

6.1 Assessment of the Tender's completeness and legal validity

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

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

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

6.2 Assessment of requirements relating to the assignment

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

6.3 Assessment of award criteria relating to the assignment

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

6.4 Determination of definitive total score

The Contract will be awarded according to the principle of the Most Economically Advantageous Tender. The Most Economically Advantageous Tender is the Tender that achieves the lowest price per point based on the best price-quality.

The Tenderer's definitive price per point score will be rounded to three decimal place. The total achieved quality score per award criteria will be rounded to one (1) decimal place. . If two or more Tenders 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 Tender with the highest final score for the subcriterion 5.2.1 'Plan of Approach/ Work Plan'. In the event that the highest scoring Tenderers also achieve an equal score for this subcriterion, then determination of the Tenderer to which the Contract will be awarded will be made by drawing lots.

6.5 Assessment of evidence

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

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

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

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

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

7. Submission procedure for Tenders

7.1 Statement of agreement

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

7.2 Schedule

See schedule in subsection 1.3.

7.3 General procedure

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

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

7.3.1 Communication

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

Once you have indicated your interest in this invitation to tender on TenderNed, you can send and receive messages about this tender process via 'My Tenders'. Any questions concerning the tender process can be sent to the Tendering Authority's contact person via TenderNed. You will receive messages via TenderNed. Via your personal TenderNed settings, you can turn on automatic notifications, including notifications to your private email address. It is your responsibility to ensure that these emails are not blocked by your email provider's security system. If the communication cannot be conducted via TenderNed, you can contact the following contact person(s): Michael Thoen, Michael.Thoen@rvo.nl and Accountteam01@rvo.nl.

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

If you have any functional or technical questions regarding TenderNed, you can contact the TenderNed service desk on weekdays between 08:30 and 17:00 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.

7.3.4 Submitting a question to the Tendering Authority

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

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

7.3.5 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.

7.3.6 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.

7.3.7 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.

7.3.8 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.

7.3.9 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.

7.3.10 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.

7.3.11 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).

7.3.12 Guide Information security and Privacy for suppliers

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

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

7.3.13 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.

7.3.14 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.

7.3.15 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.

7.3.16 Submission of the Tender

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

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

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

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

- In the event you have technical issues or questions regarding submission of your Tender via TenderNed, you can contact the TenderNed service desk via servicedesk@tenderned.nl or +31 (0)70-3798899. If you believe that the TenderNed service desk is taking too long to answer your question or comment, then you can contact your contact person within the Tendering Authority.
- Any risks resulting from late submission of the Tender and/or submission of an incomplete Tender is borne by the Tenderer.
- The Tendering Authority is neither responsible nor liable for any consequences resulting from a Tender that is submitted too late, incorrectly or incompletely.

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

7.3.17 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 01	European Single Procurement Document*	Fill in, legally sign and add to TenderNed
Annex 02	Using annex 02: Financial Proposal: Prices/rates included in the quotation	Fill in, legally sign and add to TenderNed
Annex 06	Using annex 06: Reference assignments	Fill in, legally sign and add to TenderNed
Requirements and award criteria	The CVs of the expert(s) that demonstrate their experience and knowledge for the purpose of the requirements (paragraph 3.3, 3.4 and 3.5) and the award criterion (paragraph 5.2.2)	Add to TenderNed
Award criteria	A separate response to each of the Tendering Authority's award criteria	Add to TenderNed

* See Subsection 7.3.19 in the event your Tender is submitted in collaboration with other companies.

7.3.18 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.

7.3.19 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.

7.3.20 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.

7.3.21 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.

7.3.22 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 and French.

7.3.23 General terms and conditions

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

7.3.24 Contract conditions

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

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

7.3.25 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.

7.3.26 Request for supplementary information concerning the Tender

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

7.3.27 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 01: European Single Procurement Document

Annex 02: Financial Proposal

Annex 03: Draft Contract

Annex 04: ARVODI-2018

Annex 05: Complaints Procedure

Annex 06: Reference assignments

Annex 07: État des Lieux study

Annex 08a: Theory of Change (ToC) 2.0 Vallée du Niger

Annex 08b: Théorie du Changement (TdC) 2.0 Vallée du Niger

Annex 09: Summary report Market Consultation