

# **Tender Document**

## **Feasibility Study for Urban Mobility in Abidjan, Ivory Coast**

**European tender procedure**

**Project reference: DRI24CI01**

**Date: 5 August 2025**



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# DEFINITIONS

In this Request for Proposal the definitions below are used with an initial capital letter. The definitions may be used in either singular or plural form. The definitions apply to all documents (including appendices) of this Request for Proposal.

<b>A</b>	
<b>Appendix</b>	An attachment forming part of any of this Tender document.
<b>Assessment committee</b>	A team of individuals who do the substantive evaluation of the proposals.
<b>Assignment</b>	The contract being tendered through this tender procedure.
<b>Award criteria</b>	Criteria based on which the Contract will be awarded. There is one main criterion, namely "Quality Cost-Based Selection".
<b>Award Decision</b>	The Contracting Authority's choice of the Contractor to whom it intends to award the Contract to which the procedure relates, which shall include the choice not to award a Contract.
<b>B</b>	
<b>Beneficiary government</b>	The government agency, ministry or department in the Beneficiary country that is requesting D2B or DRIVE (or both) funding from the Contracting Authority in relation to. Beneficiary government may also include a contracting authority, being the agency or department mandated by the Government to procure a Project (which is not necessarily the signatory of the Works contract).
<b>C</b>	
<b>Contracting Authority</b>	Invest International Public Programmes B.V. This Tender shall be carried out on behalf of Invest International Public Programmes B.V.
<b>Contractor</b>	In this document all Tenderers / Consultants are referred to as Contractor (read: potential Contractor). After contracting the Contractor who will execute the Assignment is the Contractor.
<b>D</b>	
<b>D2B</b>	Develop2Build, a development program of the Ministry of Foreign Affairs of the Netherlands executed by the Contracting Authority on behalf of the MoFA to fund studies and consultancy necessary for Project preparation prior to procurement of Works.
<b>DFI</b>	Development Finance Institution. In this TOR, DFI is used in the context of a national development agency or bank (e.g. FMO, KfW, AFD, IFU, etc.), by opposition to Multilateral Development Banks (MDB), also referred to as IFI or International Financing Institution.
<b>DRIVE</b>	Development Related Infrastructure Investment Vehicle, a grant funding program of the Ministry of Foreign Affairs of the Netherlands executed by the Contracting Authority on behalf of the MoFA to provide government-to-government grant funding for Public and Healthcare infrastructure projects.
<b>E</b>	
<b>EC</b>	Engagement Committee. The EC is an internal body of Invest International which has authority to direct departments and teams to allocate time, resources and staff to a particular Project which may be of interest for Invest International. An approval of the EC to proceed is not a commitment to provide grant funding to a Project, which is subject to its own due-diligence procedure leading to an approval by the subsequent Investment Committee (IC).
<b>Employer</b>	In the context of FIDIC-based procurement, the Employer is the party that requests and receives the Works and defines the technical specifications and minimum performance standards. In the context of the Framework, the Employer is the governmental agency duly authorised to procure the Project and sign a contract on behalf of its Government.

<b>ESIA</b>	Environmental and Social Impact Assessment.
<b>F</b>	
<b>FIDIC</b>	<i>Fédération Internationale des Ingénieurs-Conseils</i> is the professional organisation formulating international standards for construction technology and consulting engineering. It produces the contractual models and templates referred to as FIDIC contracts.
<b>Final Award</b>	The communication of the Award Decision after the objection period.
<b>Financing</b>	Temporary cash inflows assigned to a Project to cover a funding mismatch (in time) such as debt and equity. Financing is to be repaid overtime, usually with a return to the financier providing finance.
<b>FS</b>	Feasibility Study
<b>Funding</b>	Source of inflow consumed in a Project to offset its costs, such as revenue or government contributions in grants and subsidies. Funding does not need to be repaid overtime.
<b>G</b>	
<b>GA</b>	Grant Arrangement. A GA is a contractual engagement of the Contracting Authority for committing any DRIVE (or D2B) funds. A GA can only be entered with a public, governmental counterpart (i.e., the Beneficiary government).
<b>Ground for exclusion</b>	A circumstance applicable to the Contractor affiliated with the Contractor that results in exclusion of the Contractor from participating in the further tendering process.
<b>I</b>	
<b>IC</b>	Investment Committee. The IC is an internal body of Invest International. The IC gives approval for committing the various funding instruments managed by Invest International B.V. (including the D2B and DRIVE programs), on basis of which an entity of Invest International B.V. can enter a committed engagement. In the case of DRIVE (or D2B), such contractual engagement is in the form of a GA and can only be entered with a Governmental counterpart (i.e., the Beneficiary government).
<b>IESG</b>	Impact, Environmental and Social Governance.
<b>Intention to Award</b>	Notice to the winning Contractor to whom the Contracting Authority intends to award the contract. This does not yet entitle the winning Contractor to the Final Award of the Contract, as the notice does not constitute an acceptance of the Proposal. Therefore, there is no Contract yet.
<b>IIPP</b>	Invest International Public Programmes B.V.
<b>IM</b>	Investment Manager (from IIPP).
<b>M</b>	
<b>MDB</b>	Multilateral Development Bank.
<b>Memorandum of Information</b>	Supplement to the previously published Tender document, which forms an inseparable part of the Contract.
<b>MoFA</b>	Ministry of Foreign Affairs of the Kingdom of the Netherlands
<b>MOFTDC</b>	Minister of Foreign Trade and Development Cooperation of the Kingdom of the Netherlands, a Minister without portfolio of the Dutch Government under the MoFA of the Kingdom of the Netherlands. MOFTDC is mandating Invest International to manage and implement the D2B and DRIVE grant programs.
<b>P</b>	
<b>Price sheet</b>	The template on which Contractor enters the rates including all costs (all-in rate) for all requested items.
<b>Procurement Act</b>	Procurement Act 2012
<b>Program of requirements</b>	List of all the requirements related to the Tender.

<b>Proposal</b>	The tender submitted by the Contractor.
<b>R</b>	
<b>Registration</b>	The Proposal submitted by the Contractor based on these Tender Guidelines, including Attachments.
<b>Q</b>	
<b>Quality Cost-Based selection (QCBS)</b>	QCBS is the umbrella term for the three award criteria: Lowest price; Lowest cost of living; Best value for money.
<b>S</b>	
<b>SCBA</b>	Social Cost-Benefit Analysis, an economic appraisal of an infrastructure project.
<b>Subcontractor</b>	Person or organization who, on the Assignment of a Contractor, without being a member of the Contractor, performs part of the Assignment assumed.
<b>T</b>	
<b>TA</b>	Technical Assistance
<b>Tender Platform</b>	The digital platform TenderNed on which the Tender Procedure is executed.
<b>TOC</b>	Theory of Change.
<b>TOR</b>	Terms of Reference
<b>V</b>	
<b>VGF</b>	Viability Gap Funding
<b>W</b>	
<b>Work(s)</b>	Work(s) refer to the goods and services that are typically procured for the realisation of infrastructure projects, such as design, construction, commissioning, operations, or maintenance of Public and Healthcare infrastructure assets. This Framework Agreement is not eligible for procuring Works.

# 1. INTRODUCTION

These are the Tender Guidelines for the European Public Tender Procedure 'Feasibility Study for Urban Mobility in Abidjan, Ivory Coast'. The Award Criterion of 'best value for money' will be applied. These Tender Guidelines describe the Tender Procedure to be followed.

## 1.1 INVEST INTERNATIONAL

### Who are we and what do we do

Invest International supports Dutch businesses in expanding internationally by providing financing solutions when other options fall short. Whether you're looking to enter new markets, scale existing operations abroad, or develop impactful projects, we offer investment loans, export finance, equity, and project development support tailored to your needs. We focus on five sectors where Dutch expertise stands out: Water & Infrastructure, Energy, Healthcare, Sustainable Production, and Agri-food. Backed by the Dutch government we empower Dutch enterprises to grow globally and make a positive impact.

Global challenges such as climate change, resource scarcity, and shifting trade relations are creating challenges that demand action. We believe that Dutch businesses have the expertise and vision to offer solutions to drive meaningful change. As an impact-driven financier, we are relentlessly driven to support their ambitions.

### Empowering Dutch businesses to go global

When traditional financing options fall short, Dutch businesses can turn to us. We provide tailored financial solutions—ranging from investment loans and export finance to equity investments and project development support—that help businesses scale internationally, enter new markets, and develop high-impact projects abroad.

### Building vital public infrastructure

With partner governments we work together to make essential infrastructure projects possible that cannot be financed by the commercial market alone. By de-risking investments, we create the conditions for other financiers to join, expanding the impact of each initiative. Our focus is on sectors like water management and healthcare infrastructure—areas where Dutch knowledge and innovation can drive long-term social and economic development. This not only boosts local economies but also creates opportunities for Dutch companies.

### Finance, expertise, impact

Invest International was established by the Dutch government for sustainable economic growth, and positive social and environmental impact. We combine public purpose with entrepreneurial drive. With our unique setup—blending public and private finance—we can step in where others can't, working flexibly across the financing spectrum. Whether it's enabling a clean water system in a fast-growing city or helping a Dutch company build sustainable supply chains abroad, we bring together finance, expertise and impact.

### 1.1.2 INVEST INTERNATIONAL PUBLIC PROGRAMMES

#### Infrastructure Funding Programs of Invest International Public Programmes

This project is funded by Invest International Public Programmes B.V., (IIPP) mandated by the Ministry of Foreign Affairs of the Netherlands to implement the D2B and DRIVE infrastructure programs.



## **Develop2Build – D2B**

With the Develop2Build, the Ministry of Foreign Affairs provides support to national and regional authorities in low-income and Dutch partner countries in converting promising ideas for public infrastructure into viable high-impact projects with positive effects on people, the environment and society.

This support is provided in the form of grants for preparation and feasibility studies that need to be completed before an infrastructure project can be tendered. A D2B funded project must contribute to the development of certain Sustainable Development Goals – in priority SDG8 (Decent Work and Economic Growth) and SDG13 (Climate Action), while promoting private sector development, ultimately improving national economies' ability to provide for themselves.

A Project ready to be tendered at the end of the Develop2Build cycle may ideally be (partly) funded by a contribution from the DRIVE programme, described hereafter.

## **Development Related Infrastructure Investment Vehicle – DRIVE**

With DRIVE, the Ministry of Foreign Affairs aims at facilitating investments in public infrastructure projects that contribute to conducive business climate and entrepreneurship in four priority infrastructure sectors out of the five sectors of focus of Invest International, namely water, renewable energy, agriculture and healthcare. Public infrastructure projects that have a high impact relevance in other sectors also can apply for DRIVE support for specific consideration.

Projects must be supportive of and built on the Dutch agenda for aid, trade and investment, for example by joining initiatives that have already been developed as part of Dutch development policy.

The overall objective of DRIVE is to contribute to inclusive and sustainable growth in 40 selected emerging countries. DRIVE supports investments in expansion and/or quality improvement of public infrastructure that stimulates the development of the private sector by promoting entrepreneurship, productivity and employment opportunities, including by lifting wages level.

## **1.2 CONTEXT AND DESCRIPTION OF ASSIGNMENT**

### **Context**

Abidjan, the largest city in Ivory Coast with a population of 6.3 million, representing over 20% of the country's population, is characterized by its dense urban environment. Despite its size, the city lacks adequate urban transportation infrastructure. According to data from 2020, there are more than 17 million trips made on a typical working day in Abidjan, with over 75% of these trips relying on walking or informal modes of transportation such as minibuses and shared taxis. Abidjan's urban transport dynamics are shaped by its unique geography centred around the Ebrie Lagoon and extending to the Atlantic coast. While the water bodies divide the city's southern areas, necessitating the construction of bridges, these structures often become chokepoints, exacerbating traffic congestion. Efforts by the Ivorian government and donors largely prioritize enhancing road infrastructure, including additional bridges, roads, and flyovers, despite privately owned cars constituting a relatively small portion of Abidjan's overall transport fleet.

### **Objectives**

The primary objective of the *Projet de Développement de la Mobilité Urbaine sur la Lagune Ebrié* is to enhance urban mobility and improve quality of life for residents in Greater Abidjan. By expanding the fleet of environmentally friendly boat-buses on the Ebrié Lagoon, the project aims to reduce travel time, decrease congestion, and increase accessibility of water transport in this highly urbanized area. The project's specific goals include improving urban productivity through reduced travel time, promoting sustainable public services, and contributing to economic vitality by creating a cohesive and integrated transport network. This will be achieved by constructing a number of ferry stations, a maintenance shipyard, and procuring a number of electric/hybrid passenger ferries.



The Tender concerns the **feasibility study**, including an **Environmental and Social Impact Assessment (ESIA)** for this project. The feasibility study will establish the economic, financial, environmental, and social feasibility of the proposed urban mobility development project on the Ebrié Lagoon. The results will provide crucial information for the **DRIVE admission process** and must meet the feasibility requirements for DRIVE admission. The feasibility study will be based on available documentation as well as surveys and studies to be conducted by the Contractor. It is currently on the project's critical path and, therefore, must be conducted by a Contractor with the necessary and sufficient experience to carry it out according to best practices, within a relatively short timeframe, and, above all, to the satisfaction of AMUGA.

In addition to the feasibility analysis, the project requires the preparation of an **Environmental and Social Management Framework (ESMF)**, known in French as the Cadre de Gestion Environnementale et Sociale (CGES), and a **Resettlement Policy Framework (RPF)**, referred to in French as the Cadre de Politique de Reinstallation (CPR). These frameworks are critical for identifying and addressing environmental and social impacts, including the potential displacement and resettlement of affected populations. They also ensure compliance with Côte d'Ivoire's environmental legislation and the International Finance Corporation (IFC) performance standards, particularly regarding workforce conditions, community safety, pollution control, and sustainable resource management.

The following deliverables are in scope of the Assignment:

- Inception Report
- Report on the demand survey
- Draft report ESMF, RPF and impact statement
- Draft feasibility report
- Draft report on the architectural design of the stations, a maintenance shipyard, and the boats
- Report on the architectural design of the stations, a maintenance shipyard, and the boats
- Final report ESMF and RPF
- Terms of Reference ESIA and Resettlement Action Plan (RAP)
- Draft reports ESIA and RAP
- First complete version of ESIA report
- Final feasibility report
- Procurement Plan and specification of additional activities

Please refer to the **Terms of Reference (ToR)** in **Appendix 3** for a full understanding of the problem analysis, scope and deliverables.

## 1.2 REVISION CLAUSE

The following activities are not included in the maximum contract value as stated in section 1.4 of this Tender document, as detailed in section 3.4.3 of the ToR. These activities include, but are not limited to the transitioning from the complete draft version to the final version of the ESIA report and the development of the Resettlement Action Plan. For these elements the Contracting Authority may request additional quotes during the execution of the Assignment.

It is possible that the Services specified in the Tender Document 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.

## 1.3 LOTS

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This Assignment is not divided into lots and will therefore be marketed as a whole, because the contract is of such a size that it is accessible to a broad market approach size of the Assignment.

## 1.4 AGREEMENT

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The Contracting Authority wishes to conclude an Agreement with 1 Contractor. The Agreement has a value of € 900.000, excluding VAT. The initial term is expected to be 10 months, with an optional possibility of extending the Agreement 2 times by 12 months. The Agreement therefore has a maximum term of 34 months. The commencement date of the Agreement is currently 1 November 2025.

## 2. TENDER PROCEDURE

This section describes the procedure that the Contractor will go through to participate in this Tender.

### 2.1 EXECUTING THE TENDER PROCEDURE

This European Tender Procedure is conducted based on the Dutch Public Procurement Act 2012. The open public tender procedure will be followed.

### 2.2 TENDER PLATFORM

This Tendering Procedure will be conducted digitally and online through the TenderNed Tendering Platform. Various manuals are available on TenderNed. For questions relating exclusively to the functionality or technology of TenderNed, you can contact the TenderNed Service Desk.

### 2.3 E-RECOGNITION

For every TenderNed user of a Dutch company it is mandatory to log in and register with eRecognition. For this eRecognition tool a minimum of reliability level 2 is required. The Contractor is responsible for eHerkenning. The consequences of not having eRecognition (in time) are for the Contractor. For more information see: <https://www.tenderned.nl/cms/voor-ondernemingen/registreren-en-eherkenning>. Foreign businesses are only required to create an account on TenderNed to access the tender documents and submit a Proposal.

### 2.4 TIME SCHEDULE

The indicative time schedule for this procedure is given below. The Contracting Authority reserves the right to adjust this time schedule during the Tendering Procedure. Should this be the case, this will be announced and updated on the TenderNed Platform.

Process steps	Date
Publishing Tender Documents	5 August 2025
Information session	20 August 2025
Deadline for submitting questions	27 August 2025
Target date for providing answers to questions (Memorandum of Information)	3 September 2025
Deadline for submitting Proposals	17 September 2025
Send Award Decision	8 October 2025
Verification meeting	Wk 42
Expiry of stand-still term	28 October 2025
Contracting	3 November 2025

## 2.5 COMMUNICATION

Communication regarding this Tendering Procedure will take place via TenderNed ([www.TenderNed.nl](http://www.TenderNed.nl)), unless explicitly stated otherwise in these Tender Guidelines.

The Contractor is responsible for consulting the published documents and messages received via TenderNed (or the message inbox) on time. The Contractor is also responsible for setting its personal settings for, among other things, automatic notifications to its own e-mail address and for keeping the right people informed of the messages/documents sent/published by the Contracting Authority about the Tendering Procedure via TenderNed.

It is expressly forbidden, unless arrangements to this effect have been made explicitly and with the permission of the Contracting Authority, on penalty of exclusion, to contact any employees of the Contracting Authority or any other organisation connected to this Tendering Procedure other than the contact person below and/or his deputy about this Tendering Procedure:

<b>Contact person</b>	Ilona van der Kaaij
<b>Second contact person</b>	Angela van der Sluijs
<b>Department</b>	Procurement
<b>Telephone number</b>	+31 (0)6 - 2530 5011
<b>Address</b>	Bezuidenhoutseweg 12, 2594 AV Den Haag

Any positive or negative influence in any way leads to immediate exclusion from (further) participation in this tender procedure unless it is disproportionate in the specific case.

## 2.6 INFORMATION SESSION

The Contracting Authority invites all Contractors to attend an online presentation on the services requested. If you wish to attend, you can register no later than 2 working days before the information session via a message on TenderNed with the relevant Tendering Procedure, stating 'Registration for information session', and including the names and email addresses of the person(s) who will be attending. You will then receive an invitation including a link to the MS Teams meeting. If you have any questions during the information meeting, please submit them in writing before the deadline of submitting questions (see time schedule in section 2.4) or submit your questions for the Memorandum of Information, see section 2.7 and 2.8.

## 2.7 QUESTIONS IN RESPONSE TO THE TENDER INSTRUCTIONS

If you have any questions and/or comments in connection with the Tender Document including Appendices, as published on TenderNed, you must submit them no later than the date and time stated in the time schedule.

Contractors can also use the opportunity to ask questions, make comments and submit text proposals for the draft Agreement, which includes the General Terms and Conditions (ARVODI version 2025). The Contracting Authority is free to amend these Tender Documents in response to these questions and text Proposals. After the Tender Procedure has been completed, these Tender Documents cannot be amended.

Contractors may ask individual questions, i.e. when business-sensitive information is involved that is not supposed to be disclosed in the Memorandum of Information. Individual questions may be rejected by the Contracting Authority. If the question is rejected, the Contractor will receive a substantiation thereof.

The Contracting Authority requests Contractors to ask the questions at the earliest possible stage. The Contracting Authority has the possibility to release answers to the questions already before the publication of the Memorandum of Information.

Questions must be submitted in the "vraag en antwoord module" on the TenderNed platform. Please do not send the questions in a separate file per message or mail.

## 2.8 MEMORANDUM OF INFORMATION

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All questions will be recorded anonymously and answered by the Contracting Authority in one or more Memorandum/Memoranda of Information. The Memorandum/Memoranda of Information will be published via TenderNed at the latest on the date stated in the time schedule of the Tender Guidelines. Questions will be visible to all parties involved from the time of publication, except for individual questions.

The Contracting Authority assumes that there are no uncertainties regarding the parts for which no questions have been asked. The responsibility for the timely and correct request of further information lies with the interested market parties. The Memorandum/Memoranda of Information forms an integral part of the Tender Documents.

For questions relating exclusively to the functionality or technology of TenderNed, the TenderNed Service Desk can be contacted. These questions will not be included in the Tender Documents.

## 2.9 RANKING IN CASE OF INCONSISTENCIES

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In the event of inconsistencies between the various Tender Documents forming part of the Tender Documents, the following ranking will apply, with the higher document listed taking precedence over the lower one:

- a) Agreement
- b) Verification Report
- c) Memorandum of Information
- d) Program of Requirements
- e) Tender Guidelines with Appendices
- f) General terms and conditions (ARVODI 2025)
- g) Contractor's Proposal

If there are several Memoranda of Information, the provisions of the most recent Memoranda of Information will prevail in the event of inconsistencies between the Memoranda of Information.

## 2.10 COMPLAINTS

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In addition to the possibility for Contractors to submit written questions or requests for information through the Memorandum/Memoranda of Information, the Complaints procedure (Appendix 11) may be used.

## 2.11 METHOD OF SUBMITTING THE PROPOSAL

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The Contracting Authority requires the Contractor to provide the information requested in the requirements and Award Criteria on TenderNed. In addition to providing an answer, this may also involve uploading (several) documents. It is important that all requirements and Award Criteria are answered in the manner requested, either in the form of a document or by clicking on the correct answer. If an answer or document is missing, the Proposal is incomplete and may be rejected on that basis. Any information not requested but submitted will not be considered by the Assessment Committee.

### 2.11.1 DOCUMENTS TO BE SUBMITTED

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The Contractor must submit the following documents with his Proposal:

1. European Single Procurement Document (ESPD), signed by an authorised person
2. Reference form (Appendix 2)
3. Holding Statement (Appendix 10)
4. Copy Registration National Professional or Trade Register
5. Price Schedule, signed by an authorised person in pdf format and in Excel (appendix 4)
6. Response to Award Criteria:
  - Relevant knowledge based on CVs and including description of the project team/experts.
  - Technical Proposal, including approach, methodology and planning.

### 2.11.2 CLOSING DATE FOR SUBMITTING PROPOSALS

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Only Proposals submitted via TenderNed will be accepted. Proposals must be submitted in the correct manner and before the date and time stated in the schedule. It will not be possible to submit Proposals after this time. The responsibility for timely submission of a correct Proposal via TenderNed always lies with the Contractor.

After the expiry of the deadline for submitting Proposals, these will be opened at TenderNed. This opening is not public.

## 2.12 DOCUMENTS OF EVIDENCE

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The Contractor(s) to whom a positive Award Decision is sent must submit the following evidence within seven (7) calendar days:

- **Extract from the Chamber of Commerce**  
Extract from the trade register of the Chamber of Commerce. This may not be older than six (6) months at the time of submission. This extract must show that the person who signs the Tender Documents is authorized to do so.

- **Declaration of Conduct for Tendering (in Dutch: gedragsverklaring aanbesteden (GvA))<sup>1</sup>**

The Contractor to whom the Contract is awarded will be requested to submit a GvA. The GvA may not be older than two (2) years before the date of the Tender. When tendering with a Consortium, each Consortium member must be able to submit this evidence. A GvA can be requested from Justis, part of the Ministry of Security and Justice (<https://www.justis.nl/producten/gva>).

- **Tax authority statement<sup>1</sup>**

A statement from the Tax Authorities, not older than six (6) months at the time of submission, demonstrating that the Contractor has fulfilled its obligations under the legal provisions applicable to it with respect to payment of social security contributions or taxes. When tendering as a Consortium, each Consortium member must be able to submit this evidence.

If it appears that the contractor is unable to provide the requested supporting documents for any reason whatsoever, the contractor will still be excluded from the tendering procedure.

## 2.13 EUROPEAN SINGLE PROCUREMENT DOCUMENT (ESPD)

The European Commission has drawn up an European Single Procurement Document (ESPD). The Contractor must complete this for this Tendering Procedure. The ESPD has been added as a separate document to the Tender Documents in TenderNed.

By means of the ESPD, the Contractor declares whether the Grounds for Exclusion apply to it and whether it meets the Requirements for Suitability stated in the Appendix 1 (note: this concerns part IV of the ESPD. This part states 'selection criteria'. You should read 'Suitability Requirements' there).

The answers to some questions are generated automatically. It remains the responsibility of the Contractor to ensure that the document is completed truthfully.

Opening the ESPD in programs other than Adobe Reader may lead to problems. Contractor is therefore advised to open the ESPD in Adobe Reader. Any consequences (e.g. incorrect display) of opening the ESPD in other applications or programs are for the Contractor.

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<sup>1</sup> The Contracting Authority also accepts information and documents from another Member State which serve an equivalent purpose or from which it is apparent that the Grounds for Exclusion referred to in Article 2.86 or Article 2.87 Procurement Law, does not apply to the Contractor.



## 3. TENDER REQUIREMENTS

This chapter explains the requirements and obligations imposed on the Contractor.

### 3.1 EUROPEAN SINGLE PROCUREMENT DOCUMENT (ESPD)

The Contractor must submit a fully completed and legally signed ESPD with his Proposal (in the Folder 'Tender Documents' on the TenderNed platform). In case of a Consortium, the fully completed and duly signed ESPD of each participant in the Consortium must be submitted with the Proposal. Failure to do so may result in exclusion from the Tender Procedure.

### 3.2 (SUB)CONTRACTING AND CONSORTIUM

Contractors can register for this Tender in two ways.

1. A Contractor can register independently. This individual Contractor will, if a (framework) Agreement is concluded with it, be the Contracting Authority's (sole) contractual partner.
2. Two or more Firms may jointly tender as a Consortium. The Consortium may tender for one or more lots, whereby all the Consortium members participating in the Consortium become contracting partners of the Contracting Authority and assume joint and several liability. A Consortium is deemed to be one Contractor. The Consortium must jointly submit the requested information and meet the requirements set for the assessment of suitability in accordance with the elaboration in these Tender Guidelines. The Consortium must select one participant to send the invoices to the Lead Firm.

#### Reliance on the capacity of other entities

Firms who rely on the capacity of other entities to satisfy the selection criteria from Part IV (Suitability Requirements) must fill in 'yes' at Part C in the ESPD. This concerns, for example, financial and economic capacity, but also, for example, technical capacity, professional competence or the possession of certificates. The Firms shall state the specific capacity it requires for each of the entities involved. Each of the entities involved fills out a separate ESPD form.

#### Main Contractor

If the Contractor act as main Contractor and state specific Subcontractor(s) in his Tender, he will be bound, upon award, to engage in cooperation with the mentioned Subcontractor(s) in accordance with the provisions of the Tender.

As the main Contractor, he bears full responsibility for the activities of his Subcontractor(s). He will be in charge of communication on behalf of and to the Subcontractor(s). Invoicing of subcontracted work will be done by the main Contractor.

### 3.3 REGISTER ONCE

A Firm can register once, either as an independent Contractor or as a Consortium member. Companies of the same group are considered the same for the purposes of this Tender Procedure, unless they can demonstrate that there is no threat of transparency or distortion of competition. A Contractor or Consortium member cannot also be a Subcontractor of another Contractor or Consortium member.

### 3.4 SIGNATURE ON PROPOSAL

When submitting a Proposal, all documents which require a signature must be signed by an authorized director (natural person) or an authorized representative of the Contractor. The director must be listed as such in the trade register of the Chamber of Commerce.

### 3.5 WAITING ROOM INSTRUCTION (APPENDIX 7)

If it emerges during the first 3 months of the Agreement that the contracted party is unable to provide the requested services in accordance with the Tender Documents, the Agreement and the submitted Tender, or fails to perform them (properly), the Contracting Authority is entitled to allow the Contractor who was ranked second during this Tendering Procedure.

### 3.6 RESERVATIONS

- a. The requirements and Award Criteria in these Tender Guidelines are based on the current and future situation at the Contracting Authority known at this time. Contractors cannot derive any rights from the numbers, solutions or specifications stated in this document, nor can they derive any rights from the time schedule as stated on TenderNed. These serve only as an indication of the services and as a basis for comparison between various Contractors.
- b. The solutions requested in this document are based on the technology known and available at the time of writing. Developments in technology or in the market can be a reason for the Contracting Authority to demand from the Contractor that at the moment of delivery of the performance the then current standards and performances are met.
- c. The Contracting Authority reserves the right to halt the Tendering Procedure temporarily or permanently.
- d. The Contracting Authority always reserves the right to withdraw the award decision if the winning contractor intends to sell its company prior to completion of the Agreement. The Contractor must notify the Contracting Authority of any intention to sell its business when submitting the Tender, on pain of a penalty. The Contracting Authority also retains the right to terminate the Agreement in the event of a drastic change in the control over the Contractor's company which means that the Contracting Authority cannot reasonably be expected to maintain the Agreement.

### 3.7 CONFIDENTIAL COPYRIGHT AND CONFIDENTIALITY OF THE CONTRACTING AUTHORITY

The Contractor may use the information provided by the Contracting Authority in connection with these Tender Guidelines solely for the intended purpose for which it was supplied. The Contractor shall treat such data confidentially and shall not disclose such data to third parties. The Contracting Authority will treat Contractor's submission with confidentiality. It will only be shown to employees who are directly involved in the Tender Procedure. Correspondence and the received Proposal will not be returned afterwards.

Publicity regarding this project, both during the Tender phase and after the Award Decision, is only permitted with the Contracting Authority's written consent.

### 3.8 ACTING WITH INSIDE INFORMATION AND OR CONFLICTS OF INTEREST

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A Contractor may be excluded from the Tender Procedure if acting with inside information or conflicts of interest have affected the level playing field. The Contracting Authority reserves the right to exclude a Contractor if it appears that:

- Contractor and/or Subcontractor/Consortium member is involved as an advisor for the Proposal itself and has previously performed work or services in preparation of the present Tender Procedure or Assignment, or is or has been involved in any other way, directly or indirectly, in the preparation of the Tender Procedure and/or Assignment.
- The Contractor may be excluded from participating in the Tender Procedure and/or Assignment if the Contracting authority suspects that he has inside information.

Prior to exclusion, the Contracting Authority shall give the Contractor the opportunity to rebut the suspicion of inside information to the satisfaction of the Contracting Authority and to demonstrate that fair competition and the level playing field are not harmed by the (previous) involvement of the Contractor.

### 3.9 CONTRADICTIONS

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This Tender Document and all accompanying Appendices have been prepared with due care. Nevertheless, these Tender Documents may contain ambiguities, inadequacies and/or contradictions. The Contracting Authority expects the Contractor to demonstrate a proactive approach by promptly reporting any lack of clarity in the Tender Documents, at a time when this can still be rectified, i.e. by asking questions intended for the Memorandum of Information.

Once the deadline for submitting the Proposal has passed, the Contractor can no longer raise objections to any lack of clarity in the Tender Documents. Consequently, the Contractor loses its right to raise objections after the Tender Procedure against any violations of law, including the consequences thereof, insofar as these are referred to in the Tender Documents, and the Contractor is deemed to unconditionally consent to the content of the Tender Documents. The Contracting Authority will then in no way be liable for the consequences of any ambiguities in the Tender Documents. These will be at the risk of the Contractor.

### 3.10 GENERAL TERMS AND CONDITIONS

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This Tendering Procedure and the Agreement are subject to the Contracting Authority's General Terms and Conditions (ARVODI version 2025). Delivery, payment, purchasing and other general terms and conditions of the Contractors and third parties are hereby expressly rejected.

If a Contractor nevertheless makes a reservation regarding the applicability of its terms and conditions, or otherwise makes a reservation regarding its Proposal or refers to any negotiations, the Contractor will be excluded from further participation in this Tendering Procedure.

## 3.11 PROPOSAL REGULATIONS

By submitting a Proposal, the Contractor unconditionally complies with the following regulations:

- a. The all-in rates used are in euros (€), excluding VAT. Contractor shall state the applicable VAT rates.
- b. Submitting an unrealistic or manipulative tender leads to exclusion. Exclusion concerns the submission of unrealistic or manipulative tenders on parts of the price form. This results in the following: Contractors may not submit prices that manipulate the award system. Contractors must offer a price that is realistic. The following prices are suspected to be unrealistic:
  - Negative prices;
  - Prices of 0 euro;
  - Prices below cost price;
  - Abnormally low prices.

This also applies to individual elements.

- c. If the Contracting Authority suspects an abnormally low registration fee, the Contractor shall, at the Contracting Authority's request, submit an open and detailed justification of its registration fee in relation to the Agreement. The Contracting Authority will then use this justification to investigate whether an abnormally low subscription rate is involved and decide whether to reject the Contractor based on this investigation.
- d. The Proposal and any correspondence must be written in English. Further communication after the Award Decision is in English as well. The Contracting Authority uses this language requirement as a minimum requirement when assessing the Tenders.
- e. These Tender Guidelines are not an Assignment, nor can they be interpreted as such.
- f. The Proposal is free of charge for the Contracting Authority. In the pre-contractual phase, the Contractor shall bear its own costs. If no agreement has been reached and a written Agreement signed by both parties has not been drawn up, the Contracting Authority is not bound in any way whatsoever and there is no obligation to compensate for any damage or costs whatsoever.
- g. Contractor agrees that the Contracting Authority reserves the right to ask to provide official proof at a later stage. If these proofs do not correspond with the statements in the Proposal, the Contractor will be excluded from the award without being entitled to compensation of any cost whatsoever.
- h. The Proposal has been submitted in accordance with the instructions included in Section 2.11 of these Tender Guidelines.
- i. Contractor is familiar with and agrees to the valuation and assessment methodology used by the Contracting Authority.
- j. The submitted Proposal will be valid for at least 3 months after the date on which the Proposal must be submitted at the latest. During this period the Proposal has the nature of an irrevocable offer.
- k. The Contractor agrees to extend the period of validity of its Proposal, if summary proceedings are instituted, to a minimum of four weeks after the date of the judgment in the summary proceedings.
- l. All details submitted by the Contractor have been filled in truthfully and can be deemed to be true. The Contracting Authority reserves the right to compensation if incorrect and/or incomplete information has been submitted by the Contractor and/or what has been offered by the Contractor is not fulfilled.

### 3.12 SUBMITTED DOCUMENTS

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All documentation submitted by the Contractor as part of the Proposal will become the property of the Contracting Authority and will not be returned but will be treated and stored confidentially. It will be destroyed after the expiry of the legal retention period. The Contracting Authority will treat as confidential information originating from the Contractor of which it knows, or can reasonably be expected to know, that it is confidential and will in any case consider the legitimate (business) interests of the Contractor.

## 4. ASSESSMENT PROCEDURE

This chapter describes the assessment process for the Proposals submitted for this Tender Procedure. The Assessment Procedure consists of the following phases:

Phase 1: Verification of completeness, validity and formal requirements;

Phase 2: Grounds for Exclusion and Suitability Requirements;

Phase 3: Assessment of the Program of Requirements;

Phase 4: Assessment of the Award Criterion 'Best value for money'.

The Contracting Authority reserves the right to request a further explanation of the Proposal submitted by the Contractor at any time if it deems this necessary.

### 4.1 PHASE 1 – VERIFICATION OF COMPLETENESS AND VALIDITY

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The procurement advisor will verify that all documents accompanying the Proposal have been submitted in accordance with the applicable terms and conditions and general provisions. An incomplete response may lead to exclusion. Submitting a conditional Proposal result in exclusion from the further Tender procedure.

### 4.2 PHASE 2 – GROUNDS FOR EXCLUSION AND SUITABILITY REQUIREMENTS

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The procurement advisor checks whether the Grounds for Exclusion apply to the Contractor and whether the Contractor meets the Suitability Requirements. If the Grounds for Exclusion apply to the Contractor or if the Contractor does not meet the Requirements for Suitability, the Contracting Authority is entitled to exclude the Contractor from the Tendering Procedure.

### 4.3 PHASE 3 – CHECK PROGRAM OF REQUIREMENTS

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This phase assesses whether the Contractor unconditionally meet all the minimum requirements. Only a Contractor that submits a Proposal unconditionally and without reservations is considered to have met the requirements. Where a requirement calls for a reference, this reference may be given. If Contractor do not unconditionally meet all the requirements, it will be excluded from the further Tender Procedure. If the Contracting Authority concludes that the stipulated requirements are not yet met, the Contracting Authority shall verify this with the Contractor. If verification shows that the Contractor does not meet all the minimum requirements, the Contractor shall be excluded from the further Tender Procedure. By submitting the Proposal, Contractor agrees to the procedures laid down in these Tender Guidelines, including Appendices.

### 4.4 PHASE 4 – EVALUATION OF THE AWARD CRITERION 'BEST VALUE FOR MONEY'

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When Contractor have successfully completed phase 2, their response to the formulated sub-Award Criteria will be assessed. The assessment of their Proposal will be based on the Award Criterion 'best value for money'.

The following sub-Award Criteria will be used to determine which Contractor has the best price/quality ratio. Contractor will demonstrate their added value and distinctive character based on these Award Criteria.

No.	Award Criteria	Max. number of points to be gained	Further explained in paragraph
1.	Proposed expert team	320 points	5.3.1
2.	Technical Proposal	480 points	5.3.2
3.	Price	200 points	5.4
<b>Total</b>		1,000 points	

In determining the 'best price/quality ratio', use will be made of the principle 'Weighted Factor Method'.

The following scale will be used for the assessment of the sub-Award Criteria 1 through 2.

Score	Explanation of Rating	Percentage of the max. points to be gained
Excellent	In the opinion of the assessors, the Contractor has provided an excellent substantively relevant, concrete, and applicable answer to all the elements requested as described in the ToR and this Tender document. The method of fulfilment has been excellently demonstrated in the Proposal. It is distinctive, innovative and offers considerable added value to the Contracting Authority.	100%
Good	In the Assessors' opinion, the Contractor has provided a good substantively relevant, concrete, and applicable response to all requested elements as described in the ToR and this Tender document. The manner of fulfilment has been well demonstrated. In parts, the Proposal is distinctive and/or innovative and offers some added value.	80%
Adequate	In the Assessors' opinion, the Contractor has provided a sufficiently substantively relevant and appropriate response to all requested elements as described in the ToR and this Tender document. The manner of fulfilment has been sufficiently demonstrated.	60%
Poor	In the Assessors' opinion, the Contractor has not provided a sufficiently substantive and appropriate response to one or more of the requested elements as described in the ToR and this Tender document. The manner of fulfilment has not been sufficiently demonstrated.	Will be put aside

The table above shows how the quality added value can be achieved in percentages. For example, if a sub-Award Criterion is assessed as 'good', 80% of the maximum number of points to be awarded will be allocated to this criterion. Formula example:

**Sub-Award Criterion x: Maximum number of points to be awarded x 80% = points obtained**



## 4.4.1 SUB AWARD CRITERION: PROPOSED EXPERT TEAM

The Contractor describes the knowledge and expertise of the experts based on the minimum requirements set in the ToR and the Requirements (RCT 2-5). The Contractor presents the expert team to be deployed and explains what additional relevant expertise (additional experts) is available that the team can fall back on, if necessary. Expert profiles in economics, finance and PPP can be combined into one person and additional relevant expertise can be added to the expert team. The Contractor explains why certain choices are made.

At least the following elements will be part of this description:

- Specification of the names, functions, responsibilities, roles within the expert team and CVs of the proposed team of key and a list of the additional experts. Contractor describes the team's contribution and refers to the proposed approach (how everything fits together).

The description and CVs/profiles must demonstrate to what extent the Contractor and the proposed team (key- and additional experts) have sufficient relevant knowledge, expertise and sufficient experience to execute the assignment. Each key expert is assessed according to the elements below:

- Level of education and training;
- Level of technical knowledge and expertise;
- Level of local knowledge and expertise in W-Africa;
- Proven experience in similar projects;
- Level of French proficiency spoken and in writing.

The experience of each key expert is assessed based on the minimum requirements set in the ToR and programme of requirements (RCT 2-5). The Contractor receives a higher score if key experts have the following proven experience:

- Ad1: Proven experience with at least 2 maritime or river works projects and 2 urban mass public transport planning projects. At least 1 project involving hybrid/electric boats in a developing country. Prior work in Côte d'Ivoire is an advantage.
- Ad2: Experience in conducting at least 2 geotechnical and hydraulic studies, preferably including hydrographic surveying. Proficiency in GIS and remote sensing technologies.
- Ad4: Proven experience in at least 2 projects involving the design and planning of public transport systems and facilities.
- Ad5: Proven experience in at least two (2) projects involving hybrid propulsion systems, electric vehicles (EV), or other non-fossil fuel propulsion systems.
- Ad6: Experience in at least two (2) projects managing transport hubs and ticketing systems.
- Ad7: Proven experience in designing financing for at least 2 public transport projects, preferably water based.
- Ad8: Proven experience in at least 2 international projects involving environmental and social impact assessments (countries in OECD DAC 2012 list).
- D9: Proven experience in conducting at least two (2) environmental studies (e.g., ESIA, CGES) in West Africa.
- Ad10: Proven experience in conducting at least 2 environmental and social studies (ESIA, CGES, RPF, RAP) in West Africa.

The elaboration of this sub-Award Criterion may consist of a maximum of 3 A4, Arial 10 font. This number of pages is exclusive the CVs. CVs are limited to 5 pages each. Please use the template in Appendix 2. The CVs of the support staff should not be included in the Proposal. Any references to media will not be assessed. If the maximum number of pages is exceeded, only the first 3 pages will be assessed.

## 4.4.2 SUB AWARD CRITERION: TECHNICAL PROPOSAL

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The Contractor describes the understanding of the problem and how he proposes to execute the activities to successfully deliver the Assignment as described in the ToR (Appendix 3). The Contractor describes the approach of this Assignment, aimed at full execution of the required tasks and deliverables as presented in this tender document and appendices. The Contractor explains why certain choices are made and on how the team will operate.

At least the following elements will be part of this description:

- The understanding of the problem, in terms of operational, social, environmental and technical aspects;
- A description of the methodology and techniques to implement the components, tasks and activities for the development of the Feasibility study and ESIA, including a time schedule. The description of the deliverables must indicate, for each task, the expected results and how these results will be communicated to the contracting authority, the competent authority and the management committee. Activities are expected to be planned and fully executed within the contract period of 10 months from the date of signature of the contract;
- Description of how the findings of the studies will be integrated into the preparation of the investment decision for DRIVE.
- The role or level of ownership that the Contractor fulfils (how it drives the project), with its own insights and ideas;
- Integration of local knowledge and expertise;
- The overall approach of the Assignment including the capacity to be deployed and how the team will operate;
- The engagement with Stakeholders to validate output and deliverables and your vision on the involvement of stakeholders in the ESIA (refer to requirement RCT2);
- Your vision and development of a communications strategy to ensure stakeholder engagement and support;
- Study of risks, mitigation measures and opportunities;
- Comments and Observations on the Terms of Reference.

The submitted answer will be assessed as follows:

- Quality of description of the proposed methodology;
- To what extent the Contractor comprehends the assignment;
- The efficient and realistic use of local and international expertise to achieve good quality ESIA and demand assessment deliverables;
- To what extent the methodology fulfils the objectives and tasks of the assignment;
- The proposed time schedule for carrying out this assignment, taking into account an expected lead time of 10 months.

The elaboration of this sub-Award Criterion may consist of a maximum of 8 A4, Arial 10 font. This number of pages is exclusive of tables and figures. References to other sub-Award Criteria are not permitted. Any references to media will not be assessed. If the maximum number of pages is exceeded, only the first 8 pages will be assessed.

## 4.5 AWARD CRITERION 'PRICE'

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Submit your total price-offer (in Euro's excluding taxes) for the fulfilment of this assignment by using Appendix 4 'Price sheet'. The price is assessed according to the 'weighted points method'. In this method, the price offered by the Contractor is converted into a score.

In Appendix 4, the Contractor proposes a total price (in EUR) for the Assignment including an overview of the prices and rates applicable per phase for this Assignment. The Contractor presents:

- The BID price summary (tab 1);
- The additional costs (tab 2);
- The number of working hours per expert (technical bid hours, rates, tab 3);
- Estimate price for the topographical, bathymetric and hydraulic surveys (tab 4).

Related to the proposed time each expert will dedicate to the Assignment to enable its full performance in accordance with all the requirements and within the expected contract period.

#### Maximum price

The Contracting Authority applies a maximum price of € 900.000, exclusive of VAT. The Proposals submitted whose price exceeds the maximum price will be discarded. If the total price is equal or higher than the indicated maximum price, the Proposal will be excluded from the Tender Procedure.

#### VAT

The maximum price excludes Dutch VAT or reverse charge VAT if the Contractor are established in (the European part of) another EU Member State or VAT due under the law of Norway, Iceland, Liechtenstein. If the Contractor is established outside (the European part of) the EU, or outside Norway, Iceland or Liechtenstein, the maximum price of the Proposal shall include VAT established outside the EU or EEA (European Economic Area). The maximum price further includes all taxes, levies or duties not specified herein, which have been or will be levied in or outside the Netherlands, by a country or part of a country (which has the power to levy taxes independently). The maximum price is inclusive of any transaction and/or foreign exchange and/or other charges payable by the Contractor on account of exchange of charges incurred by the Contractor in other currencies to Euro or vice versa.

#### Calculation of the score

The formula to determine the score is as follows: The Contractor whose total price is lowest will get the maximum score of 200 points. The remaining Contractor will be scored pro rata according to the formula: **(Lowest total price / Total price Contractor) X (max. number of points) = score Contractor price**

Instructions for completing the Price sheet in Appendix 4:

- Prices are expressed in Euros (excluding VAT), rounded to no more than two decimal places;
- The prices are all-in rates;
- A possible graduated discount has been deducted from the total price;
- Changing the prescribed text in the Price Sheet is not permitted and can lead to exclusion of the further Tender Procedure.
- Given the nature of this assignment, which includes development cooperation that exclusively benefits developing countries, a 0% VAT rate applies to the amount indicated on the quotation provided that the Contractor is established in the Netherlands and that their organisation is registered as a Firm for VAT purposes. For more certainty in this respect, the Contractor can request a VAT exemption declaration from the tax inspector. More information on this can be found in the Ministry of Finance Decree dated 21 September 2015 (No. BLKB/2015/76M).

## 4.6 METHOD OF ASSESSMENT

The Contracting Authority has appointed an Assessment Committee for the evaluation of the qualitative (sub-)Award Criteria of the Proposals. The Assessment Committee consists of 4 members. The assessment of the qualitative criteria takes place without knowledge of the prices submitted. The assessors will initially assign a score per sub-Award Criterion individually. After completing the individual assessment, the Assessment Committee will determine the final value per Proposal, per Award Criterion, based on consensus.

## 4.7 HOW IS THE WINNING CONTRACTOR DETERMINED?

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Adding up the scores of all qualitative sub-Award Criteria will result in the total score for the 'quality' element. Adding the score for the 'price' component to this will produce the total score for the Proposal.

The Contractor with the highest number of points has offered the best price-quality ratio and will be designated the winner of the Award Phase. This Contractor is eligible for the award of the Contract.

If Proposals end up with the same total score after the assessment, the Proposal with the highest score for the Award Criterion B 'Technical Proposal' will be ranked as the highest of those equally ended Proposals. If the score for the Award Criterion B 'Technical Proposal' of these Proposals is also equal, the score for the Award Criterion A 'Proposed Expert Team' will determine the rank order. If this score is also equal, a new ranking by lot will be drawn among the Contractor eligible for the award, with the winning Contractor receiving the Award Decision.

## 5. Award Process

This chapter describes the process from dispatch of the Award Decision up to and including signing of the Agreement. The Award Procedure consists of the following phases:

Phase 4: Award Decision

Phase 5: Objection period

Phase 6: Verification

Phase 7: Final Award

### 5.1 PHASE 5 - AWARD DECISION

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Following the evaluation of all Proposals, the Contracting Authority will notify each Contractor in writing of the Award Decision. This communication will include the name of the selected Contractor, as well as the justification and evaluation scores of the pertaining to the respective Proposal.

The Award Decision does not yet entitle the successful Contractor to award the Agreement, as the communication does not imply acceptance of the Proposal. In other words, there is not yet an Agreement between the Contracting Authority and the intended winning Contractor. The Contractor to whom the Award Decision has been issued will be invited for a meeting about his/their Proposal, the verification of data and the discussion of the possible Agreement to be concluded.

### 5.2 PHASE 6 - OBJECTION PERIOD

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If a Contractor disagrees with the Award Decision and wishes file an objection, it must commence civil proceedings with the civil court in The Hague within 20 calendar days from the date of the Award Opinion by serving a writ of summons.

Any requests for a further (verbal) explanation of the Award Decision shall not suspend this period. If interim injunction proceedings are instituted in the prescribed manner, the Contracting Authority shall await the outcome of the interim injunction proceedings before proceeding with the Final Award. The Contracting Authority shall also reserve the right to await any appeal or to proceed with the Final Award in the event of a favourable decision by the Interim Injunction Judge of the Court.

If no proper summons is issued within this 20-calendar-day period, the Contracting Authority will in principle proceed to Final Award. If an unsuccessful Contractor fails to issue a summons in time or correctly, it will be deemed to have expressly waived its right to have the lawfulness of the Award Decision and/or the Tender Procedure conducted reviewed by the court and its claim will be inadmissible if it lodges a legal remedy after all.

### 5.3 PHASE 7 - PROCEDURE OF VERIFICATION

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Prior to the award of the Agreement, the winning Contractor will be invited for a meeting about its proposal, verification of any outstanding questions and the discussion of the possible agreement to be concluded. The verification meeting will assess whether the Contractor has correctly interpreted the Tender Document including the appendices.

If it emerges that this Contractor has provided incorrect information in his Proposal, or that there are insurmountable objections on other points, or that no agreement can be reached on the Contract to be concluded, the relevant Proposal may be rejected. If this Proposal is excluded from the tender process, the

Award Decision will be sent to the next highest ranking Contractor.

In case of remaining suitable Contractors with equal scores, in order to determine which of these suitable Contractors will be awarded (part of) the Contract, a lot will be drawn in accordance with the draw procedure described in Section 4.7.

## **5.4 PHASE 8 - FINAL AWARD**

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If no objections are received, the Contracting Authority will proceed with the Final Award. The Contracting Authority will send a Final Award letter to the successful Contractor.

## **5.5 WAITING ROOM AGREEMENT**

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After the Final Award, the Contractor finished in the second place will be placed in the "waiting room". For more information, see section 3.5.

## **5.6 SIGNING THE AGREEMENT**

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After the award is final, the Agreement will be signed between the Contracting Authority and the winning Contractor.

## Final word

We would like to thank you in advance for making the effort to read this Tender Document. If, after reading this document, you wish to participate in this Tender Procedure, we wish you every success in compiling your Proposal and we look forward to receiving your Proposal!



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