



## **Tender Document**

**Invitation to tender in accordance with  
the European open procedure for Phase  
II: From vision to investment –  
Pre-feasibility development for water  
resilience in the Greater Semarang region,  
Indonesia**

|                   |                |
|-------------------|----------------|
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## Definition of terms

|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Contract                                | The written agreement (public service contract) between the Contracting Authority and the Contractor in which the conditions of the assignment are recorded.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 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-2025, 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. |
| European Single Procurement Document    | A statement in which the Tenderer declares his compliance with the requirements specified in this document.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| General Government Terms and Conditions | General Government Terms and Conditions for Public Service Contracts 2025 (ARVODI-2025: <i>Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten</i> ).                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 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.                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Most Economically Advantageous Tender   | The Tender that achieves the highest definitive total score based on the best price-quality ratio.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Public Procurement Act                  | The Public Procurement Act 2012 ( <i>Aanbestedingswet 2012</i> ).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Services                                | The services that the Contractor provides for each lot as described in this Tender Document.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

|                          |                                                                                                                                                                            |
|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Suitability requirements | The requirements with which Tenderers must comply in order to be eligible to win the Tender.                                                                               |
| Tender                   | A quotation submitted by the Tenderer in response to this Tender Document.                                                                                                 |
| Tenderer                 | An entrepreneur or entrepreneurs who have submitted a Tender or is/are planning to submit a Tender. In this document, the word 'you' is taken to mean the Tenderer.        |
| Tendering Authority      | Netherlands Enterprise Agency (RVO), represented by the Minister of Economic Affairs, who concludes the Contract with the Contractor on behalf of the Tendering Authority. |
| Tender Document          | This document and all of its annexes.                                                                                                                                      |
| TenderNed                | TenderNed is the Dutch government's online tendering system. For more information, please visit: <a href="#">Dutch government's online tendering system   TenderNed</a> .  |

# 1. Introduction

The Tender Document at hand contains information regarding this invitation to tender, conducted in accordance with the European open procedure, for Phase II: From vision to investment – Pre-feasibility development for water resilience in the Greater Semarang Region, Indonesia.

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

## 1.1 Tendering Authority and IUC-EZ

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

## 1.2 Reason for this invitation to tender

The Government of the Netherlands (GON) through the Ministry of Infrastructure and Water Management and the Government of Indonesia (GOI) through its Ministry of Public Works and Housing (PUPR) have a long-lasting cooperation on water which is secured in a Memorandum of Understanding on Water (MoU-Water) for 2022-2027. Within the framework of the MoU, the Joint Steering Committee (JSC) in November 2023 approved to facilitate joint working groups (WGs) enhancing strategic dialogues resulting in (an outline for) a programmatic approach on the following themes:

- WG 1: Integrated Water Resilience from North Java to enlighten other priority developments in Indonesia
- WG 2: Lowland development and irrigation
- WG 3: Knowledge exchange, capacity building and youth engagement

This assignment is a follow-up of 'Phase I: Setting the Scene for a coordinated vision for the greater Semarang region towards 2045' and contributes to activities under Working Group 1 and 3 and aligns with the mutual ambitions of both GoI and GoN under the MoU Water.

## 1.3 Time schedule

The schedule below applies to this tendering process.

|                                     |                                                                                                                                                                                                                                                                                                                      |
|-------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 29 August 2025                      | Issuing of publication, start of tendering period.                                                                                                                                                                                                                                                                   |
| 12 September 2025, 11.00 CEST       | Closure of round of questions: deadline for the Tenderer to submit questions regarding this Tender Document, the Data Processing Agreement and the Contract (including the general terms and conditions) and/or proposals for textual amendments to the draft Contract (including the general terms and conditions). |
| 26 September 2025                   | Issuing Memorandum of Information.                                                                                                                                                                                                                                                                                   |
| 9 October 2025, 11.00 CEST          | Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.                                                                                                                                                                                                                           |
| Week 41 up to and including week 45 | Assessment of Tenders.                                                                                                                                                                                                                                                                                               |
| 4 November 2025                     | Announcement of the award of the Contract.                                                                                                                                                                                                                                                                           |
| 25 November 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.                                                                                                                                                                |
| 12 November 2025                    | Deadline for the winning Tenderer and the Tenderer ranked second to provide the evidence requested by the Tendering Authority.                                                                                                                                                                                       |
| 1 December 2025                     | Starting date of the 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

Building on the strategic vision, stakeholder alignment, and contextual understanding established during Phase I (Setting the Scene), the ambition of this assignment is to collaboratively advance the development of resilient, inclusive, and integrated water-related interventions in the Greater Semarang Region, by bridging the gap between visionary planning and tangible investment. Through a combination of strategic stakeholder engagement, technical and financial analysis, and integrative design processes, the assignment objectives are to:

1. Create an **enabling environment** that mobilizes commitment and financing from local, national, and international stakeholders through facilitation of meaningful multi-level dialogues that align policy, planning, and investment priorities. Build local ownership and capacity through inclusive and interdisciplinary processes such as design ateliers and community dialogues;
2. Co-develop **pre-feasibility level project concepts** for two priority hotspot areas that are technically sound, environmentally, economically and socially viable, and financially feasible. The pre-feasibility concepts are prepared to meet International Financial Institutions (IFIs) / Development Finance Institutions (DFIs) / local and regional governments appetite to provide technical assistance to prepare the feasibility study to get to a tender-ready infrastructure project;
3. Provide a clear **pathway towards project implementation**, including recommended steps for the transition to the feasibility study phase;
4. Develop a **communication and dissemination package** with visually attractive materials that support the stakeholder dialogue, design process and decision making and allow for effective replication of the process in relevant areas across Indonesia.

Ultimately, this assignment seeks to lay a strong foundation for implementation-ready, climate-resilient solutions that are embedded in local contexts, aligned with strategic government planning, and supported by viable financing mechanisms.

Further information regarding the objective, scope, anticipated activities and context of the assignment can be found in Annex 8: Terms of Reference. The deliverables are described in paragraph 5 of Annex 8. For a more thorough understanding, it is recommended to start reading the Terms of Reference before continuing to this document.

See appendix 10 of the Tender Document for the final outcomes of Phase I (Setting the Scene). The knowledge repository can be accessed through the following links (access on request):

- [Repository](#) of the planned and ongoing water related initiatives in Greater Semarang region
- Policy document [repository](#) (summaries)
- Stakeholder mapping [repository](#)

### 2.2 Lots

The invitation to tender has not been divided into lots, because all the activities are linked and together form one program. The assignment is indivisible because the various activities all encompass the same economic and technical function; to lay a strong foundation for implementation-ready, climate-resilient solutions that are embedded in local contexts, aligned with strategic government planning, and supported by viable financing mechanisms. This can only be achieved if the activities are carried out in a coherent manner. Splitting up the activities leads to unclear responsibilities and means that coherence cannot be guaranteed, as a result of which the intended result cannot be achieved.

### 2.3 Contract period

The Contracting Authority intends to conclude a Contract for a period of sixteen (16) months, including a unilateral option\* for the Contracting Authority to extend the duration of the Contract by eight (8) months. The maximum duration of the Contract is therefore two (2) years.

*\*Review clause*

*Based on the success of the deliverables of the first contract period and the evaluation thereof by the local key stakeholders and investment parties, the Contracting Authority decides if and to what degree they want to extend the assignment to further detail one or more investment projects and continue support of stakeholder coordination. The detailing of investment projects may include carrying out additional surveys and/or data gathering to support a smooth transition from Pre-Feasibility stage to Feasibility Stage, or any additional detailing that may be required prior to acceptance of the pre-feasibility study deliverables by the local key stakeholders. The content of this extension falls outside the activities as specified in Annex 8: Terms of Reference and will be separately defined depending on the decision by the Contracting Authority. For this purpose, an optional extension of eight (8) months is added to the Contract.*

*The decision of the Contracting Authority will be formed in close consultation with local key stakeholders and identified project owners, as well as with the anticipated funding and/or financing actors and is anticipated within 2 months after submittance of the final pre-feasibility study documents. In case no project owner and/or sufficient funding / financing is committed for each or both the investment projects, the Contracting Authority will decided not to extent the contract..*

If the maximum 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) Contract (Annex 3).

## **2.4 Scope of the assignment**

The Tendering Authority has estimated a total contract value for the initial contract period of EUR 400.000,- (exclusive of Dutch VAT and inclusive of all local foreign VAT, fees and other costs). For the optional extension (see paragraph 2.3) the Tendering Authority has estimated a maximum value of EUR 300.000,- (exclusive of Dutch VAT and inclusive of all local foreign VAT, fees and other costs). The maximum contract value is therefore EUR 700.000,-.

The estimated value is an indication from which no rights can be derived. This Tender Document was created using up-to-date knowledge and insights valid at the time of its formulation.

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



### 3. Requirements to this assignment

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

**By submitting a Tender, you as Tenderer, explicitly consent to all requirements and conditions specified in this Tender document and declare that you will continue to comply with these throughout the entirety of the contract period and that you agree to the statement in Annex 11 arising from EU Regulation 2022/576 of 8 April 2022. 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 requested services

- 3.1.1 All products for this assignment (as described in paragraph 5 Deliverables in Annex 8: Terms of Reference) must be delivered to the Contracting Authority for acceptance. In case the Contracting Authority has good cause to not accept the product, the Contracting Authority will substantiate the rejection and the Contractor will adjust the product at their own expense in conformity with the requirements as laid out in Annex 8 and the requirements in this paragraph and within the agreed upon timeline.
- 3.1.2 The Contractor declares its intention and willingness to cooperate during and upon completion of this assignment in disseminating knowledge about and opportunities arising from this project within the water sector, for example by giving presentations. Exact form, content and time is to be tuned with the Contracting Authority.
- 3.1.3 During the execution of the project, the Contractor will periodically inform the Contracting Authority 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.
- 3.1.4 The Contractor is prepared to verbally explain the draft and final/interim reports. The Contractor is integrally responsible for the project-based execution of the assignment, so that there is always an up-to-date overview of the state of affairs, and the agreements applicable to the project and the status of the intermediate products, and budget exhaustion.
- 3.1.5 For Monitoring Evaluation and Learning (MEL) purposes, the Contracting Authority will request the Contractor to submit a form, asking to reflect on lessons learned and achievements attained during the project execution upon project finalization. The form will be sent to the Contractor at least three (3) months before project finalization. The Contractor shall complete this form and return it to the Contracting Authority within one (1) month after completion of the project.
- 3.1.6 The final documents must be delivered in English, with an executive summary produced in English and Bahasa. Note: the Contractor has to share the final versions of all deliverables (as described in paragraph 5 in Annex 8: Terms of Reference) generated throughout the project as one package at the end of the project. Reports have to be delivered in both PDF and Word (or a comparable format), and common GEO/GIS

format. Video material must be delivered in the original format (.MP4) and, if applicable, with an external video link, such as YouTube.

### **3.2 Requirements relating to external communication**

- 3.2.1 A project summary (of this assignment) has to be delivered by the Contractor at the end of the project. This consists of a summary of activities, deliverables, project- and consortium partners (for Dutch partners: including KVK-number), impact on / connection with SDGs and a mention of the Partners for Water programme. The project summary must be delivered as a separate Word-file, in plain text, maximum one (1) page and written in English. RVO will publish this summary and (a selection of) the deliverables on the website of the IATI-initiative, <http://aiddata.rvo.nl>.
- 3.2.2 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 Partners for Water website. The organisation's own reporting formats (incl. logo's etc.) may be used but must include a colophon that includes a reference to the Partners for Water programme and/or the Government of the Netherlands.
- 3.2.3 The Contractor shall provide a set of at least twenty (20) licence-free, high-resolution images (photos and/or other visuals) related to the project, which shall be available for use in any project- and/or programme-related outreach, online and offline, including the IATI-website.
- 3.2.4 The Contractor shall proactively deliver at least two (2) social media messages related to key activities or communication messages/outcomes, including media materials such as photos or videos. The Contractor may use the organisation's own social media channels with @PartnersForWater and mentioning @RVO\_Int\_ond or propose messages to be spread through the Embassy's and/or RVO social media channels.
- 3.2.5 the Contractor shall provide two (2) short articles (suitable for external, standalone, non-professional communication) or interview, which can be used for Partners for Water related outreach through [www.partnersvoorwater.nl](http://www.partnersvoorwater.nl), general RVO/Government outreach and embassy communication. This output (e.g. article) preferably includes quotes from local counterparts and the consortium member(s) about the process and local impact. The RVO communication department may be involved in preparation and review of the article.
- 3.2.6 Any other (=not defined above) project or project scope related communication initiated by the Contractor or subcontractors needs to include a reference to the support by the Government of the Netherlands through the Partners for Water programme and needs to be approved by Contracting Authority.

### **3.3 Requirements relating to the team composition**

The projects and activities that the experts have carried out and that states as a qualification requirement must be sufficiently clearly described in the CVs, so that the Contracting Authority can verify - without further inquiry from third parties - whether the Tenderer meets the requirement. The team members must make a substantial contribution to the execution of this assignment or the delivery of (partial) products. The project leader is part of the project team. As part of the team, he/she can also fulfil one or more of the qualifications in the team. However, this is not mandatory. Different expertise can be combined in one person.

#### *Requirements relating to the project leader and deputy project leader*

- 3.3.1 The project leader and deputy team leader both have a university degree (master's level or comparable level of experience) and have at least five (5) years of experience in one or more fields of expertise mentioned under project team requirements.

- 3.3.2 The project leader and deputy team leader both have at least five (5) years of demonstrable experience in project management and management of multidisciplinary and multicultural project teams.
- 3.3.3 The project leader has demonstrable experience, evidenced by at least two (2) projects, similar (= € 350.000 euro excl. VAT for each project) or larger in size than the assignment described in this Tender Document, with international project management, specifically in developing countries in the South East Asian context as mentioned on the OECD DAC list (2020): 'least developed countries', 'other low-income countries', 'lower and upper middle-income countries and territories'.
- 3.3.4 The project and/or deputy project leader have/has a good local network in stakeholder fields relevant to this assignment (e.g. local and national government and knowledge institutions).
- 3.3.5 The project leader and deputy team leader both have good written and oral command of the English language, at level B2 or higher (language level indication according to the Common European Framework of Reference for Languages).
- 3.3.6 The project leader has good written and oral command of the Dutch language, at level B2 or higher (language level indication according to the Common European Framework of Reference for Languages).
- 3.3.7 The project and/or deputy team leader are/is fluent in Bahasa Indonesia (both written and oral command).

*Requirements relating to the project team members (not project leader)*

The project team as a whole meets the qualification requirements as stated for the various subspecialties. These requirements do not apply to each individual consultant, but to the project team as a whole, unless stated otherwise for a specific requirement. Each qualification as listed below must be present with at least one advisor in the team.

- 3.3.8 Demonstrable knowledge and expertise in carrying out participatory/inclusive planning processes with active stakeholder involvement / communication (at least in two projects).
- 3.3.9 Demonstrable knowledge and expertise in spatial planning.
- 3.3.10 Demonstrable expertise in landscape / urban design, with the ability to visualize alternative solutions in a technically sound and attractive way, add to discussions on (positive) side effects on ecology, biodiversity, socio-economic characteristics of the area.
- 3.3.11 Demonstrable knowledge and expertise in the fields of integrated river basin management, hydro(geo)logy, hydrologic modelling, urban drainage, land subsidence, ecology, and environmental management.
- 3.3.12 Expertise, and demonstrable experience in applying a nature-based approach (e.g. through the principles from Building with Nature, Room for the River or comparable) and guiding discussions towards selection, design and implementation of nature-based solutions.
- 3.3.13 Coaching experience and skills are widely available within the team.
- 3.3.14 Demonstrable knowledge about the Indonesian planning and financing system and the division of legislative responsibilities amongst the several layers of government.

- 3.3.15 Demonstrable experience in being involved in at least two (2) public water infrastructure preparation processes (e.g. pre-feasibility, feasibility and/or DEED phase) in Indonesian water management context (at least two (2) team members having this experience).
- 3.3.16 Demonstrable experience of working in a South East Asian political and cultural context (at least two (2) team members with at least three (3) years of experience).
- 3.3.17 Balanced team composition with respect to Indonesian – international experts, gender, senior - junior balance.
- 3.3.18 Balanced team composition with respect to knowledge and expertise background: conceptual designers, engineering background, financial background, and stakeholder process oriented skills.
- 3.3.19 Team has a good written and oral command of the English language at level B2 or higher (language level indication according to the Common European Framework of Reference for Languages) and one (1) or more of the team members possesses Indonesian language skills (native).

*Requirements relating to flexibility, commitment, and team continuity*

- 3.3.20 The Tenderer declares that it is willing and able to respond flexibly within the quoted budget, should it become apparent at any time that additional expertise is required.
- 3.3.21 The Tenderer guarantees the necessary commitment and availability of the consultants proposed in its Tender during the period of the term of the agreement, and, in the event project team members can't be deployed anymore, ensures timely replacement by employees with a comparable profile, so that planning and lead times of the project are not affected. Costs for replacement are for the account and risk of the Tenderer.
- 3.3.22 A change in the team must always be submitted to the Contracting Authority for approval.

### **3.4 Requirements relating to the prices/rates**

- 3.4.1 The Tenderer will provide an overview of the prices and rates applicable to this assignment by filling in the Annex 2 entitled 'Financial proposal'.
- 3.4.2 The agreed (maximum) rates are fixed and invariable for the duration of this Agreement including the possible option of extension (see paragraph 2.3).
- 3.4.3 The Tenderer will not submit any zero or negative prices/rates.
- 3.4.4 The price/rates must exclude Dutch VAT, but must include (if applicable) local foreign 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 local accommodation expenses (excluding – if applicable - the accommodation and travel expenses concerning the DSA as stated in 3.4.5 and 3.4.6).
- 3.4.5 In case the expert is not based in Indonesia, you may, when carrying out assignments in Indonesia, invoice local expenses according to the flat rates on the UN-DSA list. Accommodation and local travel expenses in Indonesia may be invoiced at the applicable Daily Subsistence Allowance (DSA) flat rates published by the International Civil Service Commission of the UN (<https://icsc.un.org/>). This list is updated on a regular basis.
- 3.4.6 If the expert is based in Indonesia, DSA (Daily Subsistence Allowance) may only be invoiced when the expert travels to a project city other than their city of residence, and only after obtaining prior approval from RVO. Travel costs incurred within the expert's city of residence must be included in the daily rate.

- 3.4.7 The Tenderer will provide a budget with fixed daily rates and additional costs, specified according to the various duties. The Tenderer will also give the total price of the initial contract period, the daily rates and (if applicable) the DSA.
- 3.4.5 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.

### **3.5 Tax-related requirements**

- 3.5.1 The Tenderer indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (*Belastingdienst*) or other tax authorities.
- 3.5.2 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.
- 3.5.3 You are liable for any extra costs for Dutch and/or local foreign VAT due if you incorrectly charge no VAT or an incorrect amount of VAT to the Contracting Authority. If applicable, you are liable for accurate payment of VAT in the Netherlands and outside the EU, with the exception of the case stipulated in the following sentence. If the Contracting Authority procures a service from a foreign business and Dutch tax law considers the work to have been performed in the Netherlands, then the Contracting Authority is liable for the payment of VAT to the Dutch Tax and Customs Administration for this/these service(s) performed in the Netherlands.
- 3.5.4 You guarantee that the amounts specified in the quotation are inclusive of all taxes and levies (including amounts considered equivalent to taxes or levies), regardless of their description and wherever in the world they may have been levied.
- 3.5.5 You indemnify the Contracting Authority against any claims from any tax authority for any taxes, levies or contributions considered equivalent to taxes or levies, originating from either the Netherlands or outside the Netherlands.
- 3.5.6 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 sixty (60) days of the award of the Contract that specifies that a **different** VAT rate applies, then the contract price will be increased to include the applicable VAT rate.  
You are liable for any costs (extra or otherwise) in the event that you incorrectly charge no VAT or an incorrect amount of VAT to the Contracting Authority.
- 3.5.7 If you believe that your work is being taxed simultaneously (in part or in full) in both the Netherlands and a foreign country (outside the EU), then you agree to provide evidence from the foreign tax authorities in question that prove VAT has been levied on one of the services/amounts substantiated by you in the quotation. You will provide this statement in English. If the statement from the foreign tax authorities is not in English, then you agree to provide a sworn translation of this statement, the costs of which will be borne by you.

### **3.6 Invoicing requirements**

3.6.1 The following payment schedule applies:

- 15% after the kick-off meeting and updated planning
- 20% after the high-level round table on prioritization of intervention options
- 25% after submitting the draft Pre-feasibility study documents for review
- 20% after submitting the draft Synthesis report and draft Project report
- 20% after acceptance of all deliverables as mentioned in the Terms of Reference.

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

3.6.3 **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.

## 4. Requirements concerning the Tenderer

### 4.1 Introduction

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

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

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

### 4.2 Exclusion Grounds

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

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

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

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

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

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

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

The evidence consists of:

1. Extract of Trade Register (no older than 6 months, see §4.3)
2. 'Certificate of Conduct for procurement' ('Gedragsverklaring Aanbesteden' -no older than 2 years)
3. Tax statement (no older than 6 months)

**Please refer to [eCertis](#)**

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

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.

### 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:

1. The implementation of an integral inclusive project for the development of an area in a complex stakeholder setting. Complex refers to the integration of multiple – sometimes opposing – spatial interests.
2. The implementation of a project on nature-based solutions in relation to flood mitigation in a context of low and middle income countries.

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 five (5) 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**) by using Annex 7 Reference assignments:

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

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.

#### **4.3.3 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 (**maximum six months old**, counted from the time of submission of the Tender) extract from the professional register or trade register is provided in compliance with the provisions stipulated in Section 2.98 of the Public Procurement Act. The extract must demonstrate the legal authorisation of the signatory.

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

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

## 5. Award criteria and assessment

### 5.1 Introduction

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

The table below summarises the award criteria per lot.

| Award criteria |                                  | Maximum points available | Knock-out      |
|----------------|----------------------------------|--------------------------|----------------|
| Quality        | 5.2.1 Plan of approach/work plan | 45                       |                |
|                | 5.2.2 Team composition           | 35                       |                |
|                | <b>Total Quality</b>             | <b>80</b>                | <b>&lt; 48</b> |
| Price          | 5.2.3 Financial proposal         | 20                       |                |
| <b>Total</b>   |                                  | <b>100</b>               |                |

A maximum of 100 points in total can be obtained for your response to the award criteria.

#### Please note:

- A maximum of 80 points can be obtained for your response to the quality criteria. The Tenderer must score a minimum of 48 out of the 80 points that can be obtained on these quality 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 financial proposal / price criterion.
- Financial proposals with a total price above EUR 400,000,- (exclusive of Dutch VAT and inclusive of all local foreign VAT, fees and other costs) regarding the initial Contract Period of sixteen (16) months will be rejected.

### 5.2 Quality criteria

#### 5.2.1 Plan of approach/work plan

| Max. no. of points available | Assessment aspects                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 45                           | <p>The Tenderer is requested to provide the following information for this award criterion:</p> <p><b>1. Conceptual and methodological approach for the project</b><br/>The Tenderer is requested to provide a clear conceptual and methodological approach for this project, divided into work packages and linked to expert deployment. The approach should be grounded in the challenges identified in Phase I, demonstrate a comprehensive understanding of the local situation, and consider the various interests of the key counterpart organizations as outlined in the Terms of Reference.</p> <p><b>2. Communication and project management strategy</b><br/>The Tenderer is requested to present a comprehensive communication and project management strategy, outlining how it will closely align with and involve all key counterpart organizations. The strategy should also cover internal and external communication, including the atelier sessions, high-level stakeholder consultations, and coordinated dialogues.</p> <p><b>3. Risk analysis and mitigation plan</b><br/>The Tenderer is requested to present a detailed risk analysis, identifying and describing the most important risks associated with this assignment. For each identified risk, the Tenderer should provide a comprehensive</p> |

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|  | <p>explanation of its potential impact on the assignment. Additionally, the Tenderer is required to include a mitigation plan to prevent the risk from occurring or to address it if it does occur.</p> <p><b>4. Planning for activities and deliverables</b><br/>The Tenderer is requested to present a comprehensive plan for the activities and deliverables, including a timeline that outlines progress reporting and the presentation of intermediate milestone results.</p> <p><b>Instructions for submission</b></p> <ul style="list-style-type: none"> <li>• The Tenderer's response to the plan of approach/work plan criterion must be written in Verdana, minimum font size 9, or in another font of comparable readability, and shall not exceed twenty-five (25) A4 pages (excluding the front page, table of contents, planning, and financial proposal). Please note: if the Tenderer's response exceeds this limit, the extra pages will not be considered in the assessment and may affect the total number of points that can be awarded. Additionally, if the Tenderer includes a hyperlink to a website in the response, the content of that website will not be considered as part of the assessment.</li> <li>• The plan of approach / workplan and planning must be delivered as separate PDF files.</li> <li>• For the assessment of the financial proposal, the version in Excel uploaded by the Tenderer under Section 5.2.3 will be used. Submission instructions are provided in Section 5.2.3 Financial Proposal.</li> </ul> <p><b>Assessment basis</b></p> <p><b>1. Conceptual and methodological approach for the project</b><br/>The response of the Tenderer will be assessed based on the extent to which the proposed conceptual and methodological approach is clearly articulated, logically structured into work packages, and explicitly linked to the deployment of experts. The assessment will consider how well the approach is grounded in the challenges identified in Phase I, reflects a comprehensive understanding of the local context, and demonstrates consideration of the various interests of the key counterpart organizations as described in the Terms of Reference. A maximum total score of twenty five (25) points may be awarded for the Tenderer's response to this component. The method for assessing the qualitative award criteria is set out in Section 5.3.</p> <p><b>2. Communication and project management strategy</b><br/>The response of the Tenderer will be assessed based on the completeness and clarity of the proposed communication and project management strategy, its alignment with and involvement of all key counterpart organizations, and its coverage of internal and external communication, including atelier sessions, high-level stakeholder consultations, and coordinated dialogues. A maximum total score of ten (10) points may be awarded for the Tenderer's response to this component. The method for assessing the qualitative award criteria is set out in Section 5.3.</p> <p><b>3. Risk analysis and mitigation plan</b><br/>The response of the Tenderer will be assessed based on the quality and clarity of the risk analysis, the relevance and completeness of identified risks, the explanation of their potential impact, and the adequacy of the proposed mitigation measures to prevent or address these risks. A maximum total score of five (5) points may be awarded for the Tenderer's response to this component. The method for assessing the qualitative award criteria is set out in Section 5.3.</p> |
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|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p><b>4. Planning for activities and deliverables</b></p> <p>The response of the Tenderer will be assessed based on the completeness and clarity of the proposed plan for activities and deliverables, including the feasibility and detail of the timeline, and the extent to which it incorporates progress reporting and the presentation of intermediate milestone results. A maximum total score of five (5) points may be awarded for the Tenderer's response to this component. The method for assessing the qualitative award criteria is set out in Section 5.3.</p> |
|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### 5.2.2 Team composition

| Max. no. of points available | Assessment aspects                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 35                           | <p>The Tenderer is requested to provide the following information for this award criterion:</p> <p><b>1. Expert team</b></p> <p>The Tenderer is requested to provide an overview of the proposed expert team members, including a concise description of their professional background and experience. CVs of the proposed expert team members must be included, demonstrating relevant projects executed, for example projects comparable in scope and activities to those described in the Terms of Reference.</p> <p>In addition, the Tenderer must demonstrate that it meets or exceeds the requirements set out in Sections 3.3.</p> <p><b>2. Contingency plan</b></p> <p>The Tenderer is requested to provide a contingency plan. The Tenderer's response should demonstrate that a well-considered contingency plan is in place to ensure the continuity of activities and the achievement of results in the event of unforeseen circumstances, such as the unavailability or underperformance of team members. The plan should specifically address the following five (5) aspects:</p> <ol style="list-style-type: none"> <li>1. The extent to which a team with relevant (i.e. in the context of this assignment) multi-year experience in Indonesia is presented;</li> <li>2. The extent to which multi-year experience to guide complex stakeholder processes as those expressed in the assignment is available;</li> <li>3. The extent to which experience in applying a nature-based approach in South-East Asia is available;</li> <li>4. The degree of demonstrable experience with Indonesian infrastructure planning and design processes;</li> <li>5. The degree of demonstrable knowledge in working with and liaising with (International) Financial Institutes on public infrastructure financing.</li> </ol> <p><b>3. Team roles and local–international balance</b></p> <p>The Tenderer is requested to provide a description of:</p> <ol style="list-style-type: none"> <li>1. The specific responsibilities, roles or tasks between team members connected to relevant expertise and project experience related to the tasks in the Terms of Reference.</li> <li>2. The team constitution and extent to which a diverse team with international knowledge and strong local presence and network is presented. Mastering Bahasa Indonesia (native language level) will add extra value.</li> </ol> |

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
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|  | <p>3. The allocation of resources, including the number of days (or equivalent unit of input) each proposed team member is allocated to each activity and the connection of each team member's role and background with the activities proposed in the plan of approach / work plan.</p> <p>The description should be sufficiently detailed to enable the assessment team to assess whether the proposed allocation of resources corresponds with the tasks set out in the Terms of Reference, and must not include any financial figures, daily rates, or costs.</p> <p>For environmental and budgetary reasons, it is strongly encouraged to propose an expert team and role division (local/international) in such a way that only limited intercontinental travel is necessary.</p> <p><b>Instructions for submission</b></p> <ul style="list-style-type: none"> <li>• The Tenderer is requested to complete Annex 9 for this award criterion. The Tenderer's submission for Annex 9 shall not exceed twelve (12) A4 pages. The CVs of the team members must be concise and limited to one (1) A4 per team member. Please note: if the Tenderer's response exceeds the page limits for Annex 9 and the CVs, the extra pages will not be considered in the assessment and may affect the total number of points that can be awarded. Additionally, if the Tenderer includes a hyperlink to a website in the response, the content of that website will not be considered as part of the assessment.</li> <li>• Annex 9 and the CVs must be submitted as separate PDF files.</li> </ul> <p><b>Assessment basis</b></p> <p><b>1. Expert team</b></p> <p>The response of the Tenderer will be assessed based on the completeness and clarity of the overview of the proposed expert team members, the relevance of their professional background and experience, and the extent to which the CVs clearly describe relevant projects comparable in scope and activities to those in the Terms of Reference. Assessment will also consider the extent to which the Tenderer meets or exceeds the requirements in Sections 3.3 and 3.4. A maximum total score of ten (10) points may be awarded for the Tenderer's response to this component. The method for assessing the qualitative award criteria is set out in Section 5.3.</p> <p><b>2. Contingency plan</b></p> <p>The response of the Tenderer will be assessed based on the extent to which it demonstrates that a well-considered contingency plan is in place to ensure the continuity of activities and the achievement of results in the event of unforeseen circumstances (e.g. unavailability or underperformance of team members), and on how adequately it addresses the mentioned five (5) aspects. A maximum total score of ten (10) points may be awarded for the Tenderer's response to this component. The method for assessing the qualitative award criteria is set out in Section 5.3.</p> <p><b>3. Team roles and local–international balance</b></p> <p>The response of the Tenderer will be assessed based on the extent to which it provides a clear description of the specific responsibilities, roles and tasks of the proposed team members, connected to relevant expertise and project experience as required in the Terms of Reference. The assessment will further consider the constitution of the team and the</p> |
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|  | <p>extent to which it demonstrates a balance of international knowledge and strong local presence and networks, with native-level Bahasa Indonesia providing additional value. In addition, the response will be assessed on the extent to which the allocation of resources is clearly presented, specifying the number of days (or equivalent input units) each team member is assigned to activities, and whether this is logically aligned with each team member's role and background. For environmental and budgetary reasons, the evaluation will also take into account the degree to which the proposed team composition and local/international role division limit the need for intercontinental travel. A maximum total score of fifteen (15) points may be awarded for the Tenderer's response to this component. The method for assessing the qualitative award criteria is set out in Section 5.3.</p> |
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### 5.2.3 Financial proposal

|                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Maximum number of points available | Assessment aspects                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 20                                 | <p>The Tenderer is requested to provide a complete financial proposal, including all applicable rates, in accordance with Section 3.4 of the Tender Document.</p> <p>Please note: Financial proposals with a price above EUR 400,000.- (exclusive of Dutch VAT and inclusive of all local foreign VAT, fees and other costs) regarding the initial Contract Period of sixteen (16) months will be rejected.</p> <p><b>Instructions for submission</b><br/>The Tenderer shall use Annex 2 to prepare the financial proposal and must submit it in Excel format. The files must contain two tabs: (1) Price Summary and (2) Days and rates (exclusive of Dutch VAT and inclusive of all local foreign VAT, fees and other costs). Both tabs must be completed in full, and the price summary must be signed by the Tenderer in the Excel format.</p> <p><b>Assessment basis</b><br/>The method for the assessment of the financial proposal is set out in Section 5.4.</p> |

### 5.3 Assessment method for qualitative award criteria

During the assessment, the assessment team will work in accordance with the following scale for the weighting of the quality criteria.

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

## 5.4 Assessment financial proposal

For this Tender, 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 offer and thus is awarded the contract. For this Tender, quality is considered 80% and price 20%.

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

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

Price = Total Price of the Tenderer regarding the initial Contract Period of sixteen (16) months (exclusive of Dutch VAT and inclusive of all local foreign VAT, fees and other costs).

Quality = Total number of points obtained by the Tenderer for the quality criteria.

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 subaward criteria. The prices in this example are completely fictitious and are not intended to be directional.

|                 | Tender A                   | Tender B                   | Tender C                   |
|-----------------|----------------------------|----------------------------|----------------------------|
| Price           | € 375.000,-                | € 395.000,-                | € 360.000,-                |
| Quality score   | 58 points                  | 64 points                  | 48 points                  |
| Price per point | $375.000^{0,2}/58^{0,8} =$ | $395.000^{0,2}/64^{0,8} =$ | $360.000^{0,2}/48^{0,8} =$ |
|                 | 0,506                      | 0,472                      | 0,584                      |
| Rank            | 2                          | 1                          | 3                          |

In this example Tender B has the lowest price per point and therefore has the most economically advantageous offer.

## **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 highest definitive total score based on the best price-quality ratio.

The Tenderer's definitive total score will be rounded to one decimal place. No scores will be rounded off until the moment that this definitive total score is determined. If two or more Tenderers have an equal definitive total score that would result in the Tendering Authority having to award the Contract to more parties than is desired, then the Tendering Authority will award the Contract to the Tenderer with the highest final score for the award criterion 'plan of approach / workplan'. In the event that the highest scoring Tenderers also achieve an equal score for this award criterion, then determination of the Tenderer to which the Contract will be awarded will be made by drawing lots.

### **6.5 Assessment of evidence**

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

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

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



The evidence must demonstrate that the Tenderer indeed complies with the content of both the 'European Single Procurement Document' and the Tender. Following the Tendering Authority's request to provide the evidence, the Tenderer has 15 (fifteen) calendar days to hand over the required evidence. If the Tendering Authority does not agree with the content and/or validity of one or more of the pieces of evidence provided by the winning Tenderer, then this could result in the winning Tenderer being excluded from further participation in the process. In such a case, the Tendering Authority will inform every Tenderer of this situation. The Tendering Authority will then determine the next Most Economically Advantageous Tender. 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(s) 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](http://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](http://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): [jessica.scheffers@rvo.nl](mailto:jessica.scheffers@rvo.nl) and cc to [accountteam01@rvo.nl](mailto: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](mailto:servicedesk@tenderned.nl). You can also consult [TenderNed voor ondernemingen | TenderNed](#) or [TenderNed for foreign businesses | TenderNed](#).

#### 7.3.2 eHerkenning

All TenderNed users affiliated with a *Dutch* company registered with the Dutch Chamber of Commerce are obliged to log in and register using eHerkenning.

*This obligation does not apply to companies not registered in the Netherlands.*

Visit [eHerkenning gebruiken voor TenderNed | TenderNed](#) for more information about eHerkenning, including the terms and conditions. You are responsible for any consequences arising from the failure to register with eHerkenning in a timely manner.

### **7.3.3 Questions and additional information/changes**

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

- Via one or more Memoranda of Information.
- By means of the TenderNed 'Questions and Answers' facility.

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

### **Submitting a question to the Tendering Authority**

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

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

### **Answers from the Tendering Authority**

The Memoranda of Information are an integral part of this Tender document. The Tendering Authority assumes that all sections for which no questions have been asked have been clearly and fully understood.

### **7.3.4 Validity period and submission of Tender**

The Tender must be valid for at least four (4) months after the deadline for submitting the tenders. In the event that an application for a preliminary injunction is filed with the competent court in The Hague against the award decision, then the Tenderers must in any event ensure that their Tenders are valid until four weeks subsequent to the initial decision by the court.

### **7.3.5 Variants on Tender**

Upon submitting a Tender in accordance with the Tender document, the Tenderer is not permitted to submit a variant of this Tender.

### **7.3.6 Costs of submitting a Tender**

The Tendering Authority will not reimburse any Tenderers for any costs resulting from the drafting and submitting of a Tender, including any further information requested of the Tenderer.

Any costs or damage that (may) arise as a result of not awarding this Tender are for the account and risk of the Tenderer.

### **7.3.7 Termination of tendering process**

Until the moment that the Contract is signed, the Tendering Authority reserves the right to partially, fully, temporarily or permanently terminate the tendering process. In such cases, Tenderers will not be entitled to receive compensation for any costs incurred by them in connection with this Tender, unless the Contracting Authority is of the opinion that a (small) contribution to the tender costs is appropriate in view of the circumstances.

### **7.3.8 Order of precedence of documents**

In the event of inconsistencies between the Tender document and the Memorandum of Information, the Memorandum of Information takes precedence.

In the event that there are multiple Memoranda of Information, then the provisions in the most recent Memorandum of Information takes precedence in the event of inconsistencies between the different Memoranda.

### **7.3.9 Information about the Tenderer's obligations**

The Tenderer must take into account his obligations relating to environmental, social and

employment law in compliance with article 2.81 paragraph 2 of the Public Procurement Act.

Information on obligations resulting from Dutch legal provisions with regard to taxes, environmental protection, occupational health and safety and terms of employment that will be applicable to the Tenderer's activities throughout the Contract period is available from the following sources:

- Information on taxes: the Dutch Tax and Customs Administration: ([www.belastingdienst.nl](http://www.belastingdienst.nl)).
- Provisions concerning environmental protection: the Ministry of Infrastructure and Water Management ([www.rijksoverheid.nl](http://www.rijksoverheid.nl)).
- Provisions pertaining to occupational health and safety and terms of employment: the Ministry of Social Affairs and Employment: ([www.rijksoverheid.nl](http://www.rijksoverheid.nl)).

#### **7.3.10 Guide Information security and Privacy for suppliers**

Protecting information and personal data is the top priority for the Ministry of Economic Affairs (EZ). That requires significant effort from our own employees, but also from our suppliers. You can read more about it in this concise guide: [Suppliers guide Information Security and Privacy EZK](#).

#### **7.3.11 Inconsistencies and objections**

If the Tenderer is of the opinion that the documents contain inconsistencies, errors or matters that are unclear or if the Tenderer has any objections, then the Tenderer must report this to the contact person in writing, including substantiation.

#### **7.3.12 Complaints procedure**

If a Tenderer disputes a response given by the Tendering Authority to a question, request, comment or objection from the Tenderer, or if the Tenderer receives no response, then he can submit a complaint. More detailed information on this matter can be found in the 'Complaints Procedure' Annex.

#### **7.3.13 Dispute resolution**

In addition to the provisions in the 'Complaints Procedure' subsection, any dispute arising from this tendering process can be presented to the Public Procurement Experts Committee ([www.commissievanaanbestedingsexperts.nl](http://www.commissievanaanbestedingsexperts.nl)) and/or to the competent court in The Hague. Dutch law applies exclusively to such proceedings.

#### **7.3.14 Submission of the Tender**

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

- In order to submit a Tender, you must register with TenderNed. One or more registered users must be connected and authorised to submit the Tender via TenderNed on behalf of your company.  
The Tendering Authority advises that you start the TenderNed registration process immediately rather than postponing it until the tendering period is coming to a close. Upon registering your organisation, you must add your tender via TenderNed's announcements platform.
- For more information on registering and establishing your organisation with TenderNed and digital submission of your Tender, visit [TenderNed gebruiken als ondernemer | TenderNed](#) or [TenderNed for foreign businesses | TenderNed](#).
- Only Tenders that have been submitted to the digital safe for this invitation to tender either prior to or on the day of the deadline (prior to the time of the deadline) will be processed by the Tendering Authority.
- The time and date as displayed on the digital countdown clock in TenderNed serves as the definitive deadline for the submission of Tenders.
- The Tendering Authority is only able to see the Tenders once the digital safe opens in TenderNed. This safe can only be opened upon expiry of the deadline for the submission of Tenders.
- In the event you have technical issues or questions regarding submission of your Tender via TenderNed, you can contact the TenderNed service desk via [servicedesk@tenderned.nl](mailto:servicedesk@tenderned.nl) or +31 (0)70-3798899. If you believe that the TenderNed service desk is taking too long to answer

your question or comment, then you can contact your contact person within the Tendering Authority.

- Any risks resulting from late submission of the Tender and/or submission of an incomplete Tender is borne by the Tenderer.
- The Tendering Authority is neither responsible nor liable for any consequences resulting from a Tender that is submitted too late, incorrectly or incompletely.

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

### **7.3.15 Structure and content of the Tender**

The Tender must be submitted entirely via TenderNed and the 'European Single Procurement Document' must be legally signed.

You can use the following checklist during the submission of your Tender.

| Subject                           | Description                           | Action required from tenderer                                                                                       |
|-----------------------------------|---------------------------------------|---------------------------------------------------------------------------------------------------------------------|
| Annex 1                           | European Single Procurement Document* | Fill in Annex 1, legally sign and add to TenderNed                                                                  |
| Annex 7                           | Reference assignments                 | Fill in Annex 7, signed by the clients and add to TenderNed                                                         |
| Annex 11                          | Statement on sanctions Russia         | Fill in Annex 11, legally sign and add to TenderNed                                                                 |
| Award criteria: Quality           | 5.2.1 Plan of approach/work**         | Add to TenderNed. Please note: The plan of approach / workplan and planning must be delivered in separate PDF files |
| Award criteria: Quality (Annex 9) | 5.2.2 Team composition**              | Fill in Annex 9 and add to TenderNed + Add the CVs (PDF) of the proposed team members to TenderNed                  |
| Award criteria: Price (Annex 2)   | 5.2.3 Financial proposal**            | Fill in Annex 2, legally sign and add the Excel document to TenderNed                                               |

\* See Subsection 7.3.17 in the event your Tender is submitted in collaboration with other companies.

\*\* Please note: A separate response must be provided to each of the Tendering Authority's award criteria.

### **7.3.16 Legally binding signature**

A legally binding signature means that a document has been signed by a duly authorized representative.

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

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

**Please note:** it is not possible to sign the European Single Procurement Document with a qualified electronic signature immediately. You can provide the ESPD with a handwritten signature or you

must make a digital PDF printout of the PDF form, after which the qualified electronic signature can be placed on this digital PDF printout.

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

### ***7.3.17 Submission of a Tender in collaboration with other organisations***

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

There are two ways in which you can submit a Tender in collaboration:

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

#### *Tendering as a consortium*

If a Tender is submitted by a consortium, then:

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

#### *Submitting a tender as a principal contractor together with subcontractors*

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

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

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

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

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

### **7.3.18 Single Tender**

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

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

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

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

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

### **7.3.20 Communication and language**

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

The Tender must be submitted in English.

During the fulfilment of the contract, communication must be conducted in Dutch or English.

### **7.3.21 General terms and conditions**

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

### **7.3.22 Contract conditions**

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

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

### **7.3.23 Explanation and verification of the Tender**

The Tendering Authority can request that the Tenderer explains his Tender in greater detail and/or provide substantiating documents. The Tendering Authority is entitled – although not obliged – to check the accuracy of all data and statements submitted within the scope of the Tender.

#### **7.3.24 Request for supplementary information concerning the Tender**

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

#### **7.3.25 Announcement of the award of the Contract**

All Tenderers will receive a message simultaneously that announces the award of the Contract and substantiates its decision. All Tenderers are entitled to request further information regarding this decision from the Tendering Authority.

##### *Standstill period*

All Tenderers and stakeholders who dispute the award of the Contract and/or the verbal/written substantiation thereof can apply for a preliminary injunction at the competent civil court in The Hague. The summons must be served within 20 calendar days subsequent to the sending of the digital notifications concerning the award of the Contract. Upon expiry of this period, no more applications for a preliminary injunction can be submitted. In the event a Tenderer applies for a preliminary injunction, we kindly request that you send a copy of the summons to the Tendering Authority.

On the grounds of Section 2.129 of the Public Procurement Act the award of the Contract does not yet mean the Tenderer's Tender has been accepted. For the 20 calendar days subsequent to the sending of the digital notification of the award of the Contract, the Tendering Authority is not permitted to definitively award the assignment by concluding the Contract.

If a preliminary injunction is applied for during these 20 calendar days, then a waiting period will be required pending a judgement in the preliminary injunction proceedings. The judgement will serve as the basis for further decision making by the Tendering Authority.

If preliminary injunction proceedings are brought against the award of the Contract, then the Tendering Authority will notify the Tenderer of this fact. The Tenderer must ensure that his Tender remains valid for at least four weeks subsequent to the judgement in the preliminary injunction proceedings.

##### *Interest in relation to the judgement*

Tenderers who have an interest in the judgement in these preliminary injunction proceedings can only engage in these proceedings by means of intervention or joinder. The Tenderer cannot initiate separate proceedings or other judicial proceedings.



## **Annexes**

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

- Annex 1: European Single Procurement Document
- Annex 2: Financial proposal
- Annex 3: Draft Contract
- Annex 4: Draft Data Processing Agreement
- Annex 5: ARVODI-2025
- Annex 6: Complaints Procedure
- Annex 7: Reference assignments
- Annex 8: Terms of Reference
- Annex 9: Response Tenderer to award criterion 5.2.2 – Team composition
- Annex 10: Report Phase 1: Setting the Scene
- Annex 11: Statement on sanctions Russia