



Tender Document

Invitation to tender in accordance with the European open procedure for the procurement of technical support to the development of three Agri-hubs in Chad

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Definition of terms

Tendering authority	RVO department of the Ministry of Economic Affairs and Climate Policy.
Tender Document	This document and all of its annexes.
Public Procurement Act	The Public Procurement Act 2012 (<i>Aanbestedingswet 2012</i> , wetten.nl - Regeling - Aanbestedingswet 2012 - BWBR0032203).
General Government Terms and Conditions	General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI-2018: Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten), General Government Purchasing Conditions.
Most Economically Advantageous Tender	The Tender that achieves the highest definitive total score based on the best price-quality ratio.
Suitability requirements	The requirements with which Tenderers must comply in order to be eligible to win the tender.
Tenderer	An entrepreneur or entrepreneurs who have submitted a Tender or is/are planning to submit a Tender. In this document, the word 'you' is taken to mean the Tenderer.
Tender	A quotation submitted by the Tenderer in response to this Tender Document.
IUC-EZ	The Procurement Office (IUC) – part of the Netherlands Enterprise Agency (RVO.nl), which in turn is part of the Ministry of Economic Affairs (EZ) – will serve as process manager during this tendering process.
Memorandum of Information	A document containing all questions asked and answers given, in anonymised form and, if applicable, additional information. This includes the questions and answers submitted via TenderNed.
Contracting Authority	The State of the Netherlands, represented by the Minister of Economic Affairs and Climate Policy who concludes the Contract with the Contractor on behalf of the Contracting Authority.
Contractor	The party with whom the Contracting Authority concludes the Contract.
Contract	The written agreement between the Contracting Authority and the Contractor in which the conditions of the assignment are recorded.

Exclusion Ground	A circumstance applicable to the Tenderer or a person affiliated with the Tenderer that results in exclusion of the Tenderer from participating in the tendering process.
European Single Procurement Document	A statement in which the Tenderer declares his compliance with the requirements specified in this document.
Data processing Agreement	An agreement signed by the Contracting Authority and the Contractor concerning the processing of personal data by the Contractor. When a Contract is awarded on the basis of the ARVODI, the Contract may require the Contractor to process Personal Data on behalf of the Contracting Authority. If so, the Parties must conclude a Data Processing Agreement under article 28, paragraph 3 of the General Data Protection Regulation ('the Regulation'). In a Data Processing Agreement the Contracting Authority and the Contractor make agreements on the Processing of Personal Data in the context of the Contract.
Third Party	Service provider sub contracted by Contractor after prior approval by Tendering Authority

1 Introduction

The Tender Document at hand contains information regarding the tender process conducted in accordance with the European open procedure to contract technical support to develop three agricultural ecosystems (hubs) in Chad. Consisting of farmers, farm groups, service providers and distributors to enhance agricultural productivity, sustainability and to decrease post-harvest losses. Tendering authority wishes to contract a mixed team of local and international experts with sound expertise in agronomy and farming techniques, as well as project coordination, monitoring & evaluation and gender & youth aspects of this project.

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 RVO, team Private Sector Development. The team implements the PSD Toolkit as a funding instrument. The Procurement Office (IUC-EZK/LVWN) will act as process manager for this tendering process.

About RVO

The Netherlands Enterprise Agency (Rijksdienst voor Ondernemend Nederland, RVO) is an executive body of the Dutch Ministry of Economic Affairs and Climate Policy. RVO helps business owners run sustainable, agricultural, innovative or international businesses. RVO operates in the Netherlands and abroad in partnership with governments, knowledge centres, international organisations and numerous other bodies. The Netherlands Enterprise Agency's overall aim is to improve opportunities for business owners and help them become more competitive. As part of the Sustainable Development Department, several RVO teams work on development cooperation.

About PSD Toolkit

PSD Toolkit contributes to local private sector development by creating an enabling environment for sustainable economic growth and strengthening local MSMEs. It furthermore aims to strengthen the impact of other programmes (with a link to private sector development). The PSD Toolkit interventions are tailored to address local challenges by leveraging Dutch knowledge and expertise wherever possible.

The PSD Toolkit empowers NL embassies in the PSD countries to contribute to private sector development in 'their' countries, both through tailor-made interventions and long-term programming (where possible with other PSD interventions and programmes).

The PSD Toolkit programme is designed to facilitate the sustainable development of private sectors in approximately 40 low and middle-income countries. In these countries, embassies of the Netherlands and the Netherlands Enterprise Agency (RVO) work together to strengthen selected sectors through strategic and complementary projects.

Within the PSD Toolkit programme, we develop projects tailored to address local challenges and serve the local context. We connect Dutch knowledge and expertise with the needs of particular sectors and the local community. This collaboration enables Dutch organisations and local partners to help individual sectors make sustainable progress. Our focus is on what is possible and desirable. The PSD Toolkit uses a programme-based strategy to enhance international cooperation by encouraging stronger connections between PSD programmes. This approach ensures that solutions are better aligned with local needs.

1.2 Reason for this invitation to tender

This tender takes place within the Private Sector Development (PSD) program of the Ministry of Foreign Affairs, carried out by the Netherlands Enterprise Agency (RVO.nl). RVO, jointly with Diplomatic mission of the Netherlands in Chad developed this project aimed at sustainable development of the agricultural sector in Chad. 'project' hereafter refers to the assignment regarding this tender procedure. This tender procedure will lead to the contracting of a team of experts for the start-up of this project.

1.3 Time schedule

The schedule below applies to this tendering process.

11th of June	Issuing of publication, start of tendering period.
25nd of June – 12pm CEST	Closure of 1st 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).
6 th of July	Issuing of 1st Memorandum of Information
30 th of July – 5pm CEST	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.
8 th of September	Announcement of the award of the Contract.
23 th of September	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
30 th of September	Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract.
5 October	Starting date of Contract.

If – in the opinion of the Tendering Authority – circumstances provide cause to do so, the Tendering Authority is entitled to amend the specified period(s). In such a case, timely notification of the new period(s) will be provided digitally.

2 Description of assignment

2.1 Description and objective of the assignment

2.1.1 Context

Chad's economy is largely dominated by the oil sector, which accounts for an estimated 20% of GDP, two-thirds of exports, and 40% of budget revenues, and which has been a key driver of Chad's growth over the past two decades. The other key activity is trading. According to a 2015 government census, over 75% of surveyed enterprises were engaged in this sector. Trading networks largely operate informally, particularly across the country's porous borders.

The Chadian economy features limited productive activities (the manufacturing sector accounts for an estimated 10-15% of GDP, according to AfDB estimates), not least due to major infrastructural deficiencies, particularly in terms of energy and transport. The business climate in Chad remains very difficult, the country ranks 182nd on the Ease of Doing business ranking of the World Bank. The majority of Chadians are engaged in traditional subsistence activities, most notably agriculture (in the south) and livestock herding (predominant in the centre and in the north).

Agriculture (crops and livestock) remains the backbone of the Chadian economy, contributing 54 percent to GDP in 2021 and 75 percent to employment in 2019. The predominant crops are cereals which are oftentimes intercropped with legumes, roots, and tubers, and mostly cultivated for household consumption. Cereal prices have increased by 30 – 40 percent between 2016 and 2021, in part due to erratic weather patterns which impacted production. For cash crops, cotton had been Chad's flagship export, but now falls behind sesame and gum arabic. Groundnuts is another important crop¹.

2.1.2 Ultimate goal of the project

Within this context, this project aims to strengthen three geographically defined agricultural ecosystems (hubs) consisting of farmers, farmers groups, service providers and distributors to enhance agricultural productivity, sustainability, and decrease post-harvest losses. By strengthening these hubs at least 500 agricultural producers - of whom at least 40% are women and youth - will have better access to farm inputs, capacity building and training. Farmer groups and cooperatives will be strengthened to better serve its members by providing extension services and collective marketing support. Besides more direct market linkages, post-harvest losses will be decreased by adequate logistics for collection, processing, hygienic packaging, storage, transport and marketing. These Agri hub networks aim to contribute to more resilience of local food production ecosystems and improved income of farmers.

2.1.3 Location

Because of Considerations of alignment with existing Netherlands supported initiatives (Land at Scale, AgriJob Booster project and invest International, see for description below), it is suggested the agri-hubs in this project will be located in:

- Lake Chad region, because of focus region of Ministry for future food security interventions;
- Barh Linea, peri-urban area north-east of N'Djamena, because of current portfolio of interventions of Invest International and Land-at-Scale project in this region. The Bahr Linia is a crucial, formerly active branch of the Chari River located in the Chari-Baguirmi Region of Chad, near the capital city of N'Djamena
- Southern Chad, because of good agriculture production conditions and economic dynamics in Moundou region.

¹ World Bank PAD Chad Agribusiness and rural transformation project (2024)

2.1.4 Project Synergy

During the inception phase, Contractor will select final locations of the project activities, taking into account synergy with the following Netherlands supported initiatives, as well as best options to have most impact during project implementation phase of this project.

Invest International

Invest International is key partner in monitoring and implementing water infrastructure initiatives in Bahr Linia area. The Chadian government launched a project to restore the Bahr Linia area in 2010. Agence Française de Développement (AFD) is a stakeholder in the Bahr Linia project. It was decided to give priority to hydro-agricultural development work and to initially select only two of the four sections initially planned, dividing the project into two phases. AFD funded the first phase, and Invest International intends to take part in the second phase. The aim is to reactivate the flow of water into the Bahr Linia from the Chari river to enable the production of vegetables, cereals and fruit, which will boost food security in the capital N'Djamena and the surrounding area. A pilot on land administration, part of the Land at Scale programme, is included in this irrigation project, to ensure that beneficiaries are supported to valorise their access to land.

LAND-at-scale

The project 'Land Reform based on rapid evolutions and present crisis in Chad' is developed under the RVO LAND-at-scale program. LAND-at-scale strives to contribute towards improving land governance through more equal access to land and natural resources, reduced conflicts and competing claims over land and natural resources and more sustainable and efficient use of land and natural resources for food, housing and production.

The objective of the project in Chad is to contribute to a more transparent and inclusive land administration system in Chad, especially for tenure insecure groups (among others women and youth), which creates security for people to invest in sustainable income generating activities. The project is implemented by Oxfam, FAO and Kadaster International.

The project consists of three components:

- Finalization of the Chadian land code.
- Support to socio-economic land reform (based on the new land code) in the designated project areas via the Land Rights for Rural Women Lobby Campaign, via socio-economic empowerment, peaceful cohabitation and dispute resolution, and development of fair rules and regulations for expropriation.
- Improve land registration by developing a blueprint including objectives, results, budget and a timeline for a future programme to be implemented by the Chadian government.

Since 2020 LAND-at-scale has undertaken several interventions with the aim of contributing to 'a more transparent and inclusive land administration in Chad.

AgriJobBooster Chad (AJB-C)

The project aims to boost decent agricultural jobs by creating a system change in Logone Occidental and Tandjile; climate friendly (circular) production, a strengthened enabling environment for agribusinesses, and a link between agricultural supply and demand offer self- and wage employment opportunities and higher income to youth.

The project targets 1,000 young people who already work as farmers (agripreneurs), 150 for egg production and 850 for vegetable production. After the selection and based on their needs the agripreneurs are trained. Their first training focusses on business training, soft skills and the development of a business plan for their farm. Based on their plan and focus, AJB-C selects for the necessary agricultural training that they need to become successful agripreneurs and meet the demand of the private sector.

During inception phase, contractor is requested to select final location of project activities, taking into account synergy with above-mentioned Netherlands supported initiatives, as well as best options to have most impact during project implementation phase of this project.

2.2 Result areas and Project activities

The Contractor will develop activities under this project leading to results in the following four result areas:

Result area 1

Agricultural Productivity for individual farmers is enhanced: At least 500 agricultural producers - of whom at least 40% are women and youth - have increased productivity and have adopted sustainable agricultural practices in selected agricultural crops.

Result area 2:

(Pré-)Cooperatives are strengthened: at least 15 (5 per agri-hub) farmer groups and cooperatives are strengthened in governance, basic financial management and providing services to members.

Specific attention for members services including specific needs for young and female members (e.g. youth councils and gender strategy).

Result area 3:

Access to markets is improved: locally adapted strategies to reduce post-harvest losses like improved storage, food processing, more efficient (collective) marketing opportunities are developed and implemented within the three hubs.

Result area 4:

Collaboration between actors in the three Agri-hubs is enhanced: strengthening of three local network or cluster to institutionalise and locally embed new knowledge on production techniques and innovations in post-harvest treatment of agricultural crops.

2.2.1 Role of the Contractor

The role of the Contractor will be to coordinate the project, manage project finances, plan project activities, report on project activities/ outputs. Develop and carry out the required project activities.

To this effect it is important to have a base in Chad, preferably central to suggested regions of project interventions (refer to section 2.1.3 above.).

The Contractor's team should contain at least the following fields of expertise:

- Project Coordination
- Agri economic expertise
- Gender
- Monitoring & Evaluation
- Cooperative expertise
- Marketing expertise
- Training and adult learning expertise
- Network facilitation

2.2.2 Possible project activities

Contractor will develop a workplan elaborating on the activities he intends to carry out leading to the 4 results areas described above.

The activities/tasks required producing the desired results are at least, but not limited to:

Inception phase:

The inception phase is expected to last no more than 3 months immediately after the start of the contract. The following activities are envisioned for the inception phase:

- 1) Select geographical focus within identified region
 - N'Djamena & Bahr Linia, Chad
 - Cotton and mango producing area's in the south, Moundou
 - Lake Chad Bassin (priority area IGG)
- 2) Identify most relevant crops
- 3) Mapping of local stakeholders, indicating role and provided (potential) services of each actor in the local Agri hub.
- 4) Develop selection tool for selecting farmer groups and cooperatives.
- 5) Selection of at least 5 farmer groups/cooperatives per agri-hub. Needs assessment per farmer group/cooperative
- 6) Map training and capacity building needs for specific target groups, desegregated to women and youth.
- 7) Select sub-sectors and value chains applicable for target groups.
- 8) Develop a detailed workplan planning activities leading to the four result areas described above, including theory of change and PMEL plan.

Suggested activities post Inception phase, per result area:

Result area 1: Increased and improved productivity of selected agricultural crops in 3 agri-hubs:

- 1) Selection of focus crops
- 2) Identify most impactful improvements in farm techniques and inputs to demonstrate, test and implement at farmers' level.
- 3) Set up of demo plots to demonstrate and test these new techniques and inputs at different locations and soils in 3 selected areas'
- 4) Assist at least 500 producers of whom at least 40% are women and youth in applying these new techniques
- 5) Develop an exit strategy for continued improved service delivery of quality farm inputs, seeds, fertilizers, agricultural by locally embedding these services
- 6) Organise Technical training and field days
- 7) Organise soil fertility training, including soil tests, production of (bio)fertilizers
- 8) Provide guidance and support to farmers to use of farm inputs (e.g. seeds) to improve productivity
- 9) Identify practical options to decrease post-harvest losses like food processing

Result area 2: (Pré-)Cooperative development:

- 1) Assessment and selection of farmer groups and cooperatives in selected areas. In selection of project activities, specific attention is needed to include women and young entrepreneurs. Within the farmer groups and cooperatives, open membership is a cooperative principle. Selection of women farmer groups can be considered to address their specific needs.
- 2) Capacity building of selected farmer groups and cooperatives
- 3) Elaborating action plan on priority areas to strengthen institutional development of Farmer groups and cooperatives (basic financial management, basic application of cooperatives principles, member-focuses services and cooperative governance.
- 4) Support farmer groups and cooperatives in providing services to members, integrate extension services and training and/or collective marketing activities (Cooperative development Fund)
- 5) Support collaboration among cooperatives in division of tasks based on cooperative principles and level of intervention of the farmer group (local, national or regional).
- 6) Implement members services strategies including specific attention for young and female members (e.g. setting up of youth councils, female leadership training (for young future

leaders), support to specific women farmer groups and elaboration of gender strategies at cooperative level)

Result area 3: Improved access to markets:

- 1) Develop strategies to decrease post-harvest losses in collaboration with agri-hub stakeholders
- 2) Identify suitable market opportunities and (collective) marketing opportunities.
- 3) Support the establishment of adequate logistics for collection, processing, hygienic packaging, storage, transport and marketing.

Result area 4: Agri-hub development

- 1) Strengthen local network and ecosystem between agricultural producers, farmer groups and cooperatives, young professionals in connected sectors, Business Development Service providers, private sector organisations and (local) government entities for more synergy and specific tasks and roles for each actor in the network.
- 2) Organise relevant local and regional exchange events
- 3) Explore and connect exchange and market opportunities between three selected areas.

2.2.3 Deliverables

The following deliverables are expected to be produced, in the Plan of Approach contractor will provide a detailed planning of these deliverables.

	Deliverable	Due date
1	Inception report The inception report contains at least: <ol style="list-style-type: none"> 1) Assessment and decision on specific geographical areas of intervention in three identified general regions 2) Selection of farmer groups and cooperatives based on organizational Assessment 3) Training and capacity building needs assessment for specific target groups, including women and youth. 4) Select sub-sectors and value chains applicable for target groups. 5) Detailed budget 6) Monitor & Evaluation Plan 	3 months after contract award.
2	Activity plan year 1: Activity plan year 1 contains at least: <ol style="list-style-type: none"> 1) training program for farmers including field days & demo plots 2) training program for cooperatives on governance, finance etc. 3) report of network meeting with stakeholders to develop post-harvest losses strategy 	During first 3 months of project implementation:
3	Activity plan year 2: Activity plan year 2 contains at least: <ul style="list-style-type: none"> - updated activity plan for year 2 - progress towards results achieved in year 1 	1 January 2028
4	At least 1 news items (with photos/videos) for communication purposes to be shared on relevant social media channels.	Every 3 months during the project implementation

	Deliverable	Due date
5	Final report Full narrative and financial report including M&E indicators	Within 2 months after project completion

2.2.4 Key Performance Indicators

The PSD Toolkit includes a number of obligatory indicators for the implementing team in order to aggregate project results at programme level. In addition project specific monitoring and evaluation criteria should be included in your offer.

Minimum indicators to be included in reporting include following PSD Toolkit indicators:

- A1 Number of companies with a supported plan to invest, trade or provide services - Number of MSME's with a supported plan to invest, trade or provide services
- A2 Number of direct jobs supported in individually supported MSME's -
- A6 Number of people trained or skills developed
- A7 The extent to which local MSMEs use increased resources and capacity to perform better (more inclusive, social, sustainable and profitable)

A minimum target of 40% of participants being youth and women is set. This covers all management, technical and support staff of the companies and organisations supported. The Tenderer is requested to elaborate a plan of approach to actively engage women and youth in the proposal. Tenderer is requested to elaborate a concise monitoring & evaluation plan including the above-mentioned indicators, but also more indicators on outcome level to measure progress and performance on above-mentioned result areas.

The requested proposal must address general activities and PMEL plan description. After award of the contract, during inception phase, detailed work plan and PMEL plan should be elaborated.

2.3 Lots

This tender has not been divided into lots, because the services to be contracted are homogeneous, interconnected and to be executed within one project.

2.4 Contract Period

The Contracting Authority intends to conclude a Contract for an initial period of 15 months. The Contracting Authority has the unilateral option to extend the Contract once by a period of 12 months. The maximum total contract duration is therefore 27 months.

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) Agreement.

2.5 Scope of the assignment

The Contracting Authority has estimated a maximum total contract value (including optional extension year) of EUR 525.000 (exclusive of Dutch VAT, including all local VAT and all other local costs and fees) for the maximum duration of the contract.

Contracting Authority has reserved EUR 75.000 out of this budget for the provision of additional technical services to the farmers in the agri-hubs by a Third Party. These technical services are pursuant to the Action plan developed under Result Area 2 (point 3). And shall only be accepted after specific approval by Contracting Authority. Should Cooperatives need technical services Contractor does not have the capacity to provide, a Third Party (Parties) can be contracted to provide these services.

Therefore, the *estimated* value for services under this contract is **EUR 450.000** (exclusive of Dutch VAT, including all local VAT and all other local costs and fees).

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

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

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 7, 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 Contractor

- 3.1.1 Contractor must be located in Chad and/or willing to open a working base in Chad. In order to effectively and efficiently implement project activities, majority of team members (more than half) must be present in Chad during project implementation.

3.2 Requirements relating to the work

- 3.2.1 The work needs to be executed according to the description of the assignment as stated in chapter 2.1. Result areas are guiding; above-mentioned activities used as a reference. During inception phase, Contractor will elaborate a detailed workplan.
- 3.2.2 Contractor will actively engage in project steering committee to be set up in inception phase and comply with set procedural agreements on division of tasks and responsibilities between Contractor, Netherlands embassy office in Chad, RVO and other stakeholders.
- 3.2.3 The project will start with a kick off meeting with the counterparts in the Netherlands embassy office in Chad and with RVO to align expectations of parties involved, to scope the already present information and to plan activities of the inception phase. During this kick-off meeting, roles and responsibilities and set-up of adequate and efficient project monitoring will be discussed and agreed upon.
- 3.2.4 Regular – at least monthly - contact with the representative of the Dutch embassy in Chad and key partners is requisite.
- 3.2.5 All project documentation will be done in English and French. All formal communication concerning contracting and project administration will be done in English.
- 3.2.6 Implementation of the project is subject to legal and regulatory framework of Chad.
- 3.2.7 Contractor will produce all deliverables described in section 2.2.3. above.

3.3 Requirements relating to the team

- 3.3.1 The tenderer shall provide a project team, containing expertise described in 2.2.1 to achieve the results areas described in section 2.2.2. The project coordinator is based in Chad.
- 3.3.2 The team must consist of members who are proficient in French and English (minimum C1 level according the CEFR framework).

- 3.3.3 The team has demonstrable knowledge and experience with capacity building within the agricultural sector, with setting up agricultural hubs, farmers group/cooperative development and post-harvest treatment and marketing of agricultural produce.
- 3.3.4 Team members have at least five (5) years demonstrable experience in working within Chad.
- 3.3.5. The team has at least five (5) years of demonstrable experience with implementing agricultural sector development programs in francophone Africa.
- 3.3.6 The team has at least five (5) years of demonstrable experience with project implementation and project management of comparable projects in developing countries and their administration.
- 3.3.7 The project coordinator is a qualified senior with at least ten (5) years of demonstrable experience as a project coordinator of complex international and multi-stakeholder programs, preferably related to private sector development.

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 appendix entitled 'Financial Proposal'. The maximum total price will not exceed € 525,000. - exclusive of Dutch VAT and including all local VAT and all other local costs and fees.
- 3.4.2 The price/rates must be all inclusive. In any event, they must include all of the following: wage costs, overheads (e.g. accommodation and wage costs for support staff), costs relating to the use of equipment and machinery during the assignment, insurance costs, any applicable costs for e-invoicing. Travel and accommodation costs must be separately budgeted.
- 3.4.3 The Tenderer will not submit any zero or negative prices/rates.
- 3.4.4 The Tenderer will provide a budget with fixed hourly/daily rates, specified according to the various roles. You will also give the total price. The Tenderer will charge on the basis of actual realised costs up to the maximum total price.
- 3.4.5. The agreed (maximum) rates are fixed and invariable for the duration of this Agreement.

3.5 Tax-related requirements

- 3.5.1 The Tenderer indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (*Belastingdienst*) or other tax authorities.
- 3.5.2 The Tenderer will quote the prices according to the following structure:
 - the amount excluding Dutch VAT and including any VAT due outside the EU;
 - the amount of Dutch VAT due (if applicable) and;
 - the amount including Dutch VAT (if applicable) and including any VAT due outside the EU.
- 3.5.3 If the Tenderer indicates that no VAT is applicable, then he agrees to provide documentary proof of the grounds for this to the Contracting Authority within fifteen calendar days of the request to do so.
- 3.5.4 You are liable for any extra costs for Dutch and/or foreign VAT due if you incorrectly charge no VAT or an incorrect amount of VAT to the Contracting Authority. If applicable,

you are liable for accurate payment of VAT in the Netherlands and outside the EU, with the exception of the case stipulated in the following sentence. If the Contracting Authority procures a service from a foreign business and Dutch tax law considers the work to have been performed in the Netherlands, then the Contracting Authority is liable for the payment of VAT to the Dutch Tax and Customs Administration for this/these service(s) performed in the Netherlands.

- 3.5.5 You guarantee that the amounts specified in the quotation are inclusive of all taxes and levies (including amounts considered equivalent to taxes or levies), regardless of their description and wherever in the world they may have been levied.
- 3.5.6 You indemnify the Contracting Authority against any claims from any tax authority for any taxes, levies or contributions considered equivalent to taxes or levies, originating from either the Netherlands or outside the Netherlands.
- 3.5.7 Given the nature of this assignment, which includes development cooperation that exclusively benefits a developing country, a VAT rate of 0% applies to the amount specified on the quotation provided the Contractor is established in the Netherlands and his organisation is registered as an entrepreneur for VAT purposes. **For extra certainty in this matter**, you can request a declaration of exemption from VAT from the tax inspector. More information on this matter can be found within the decree issued by the Ministry of Finance on 21 September 2015 (no. BLKB/2015/76M).
If you submit a statement from the tax inspector within 60 days of the award of the Contract that specifies that a **different** VAT rate applies, then the contract price will be increased to include the applicable VAT rate.
You are liable for any costs (extra or otherwise) in the event that you incorrectly charge no VAT or an incorrect amount of VAT to the Contracting Authority.

3.6 Invoicing requirements

3.6.1 The following payment schedule applies:

- 10% of the contract value after signing of the Contract;
- 35% of the contract value after approval of the inception report;
- 35% of the contract value after approval of the Year 1 report and activity plan for year 2 of project implementation;
- 20% of the contract value after approval of the final product.

Refer to section 2.2.3 Deliverables for a description of the deliverables.

3.6.2 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 the following ways:

- Through the supplier portal;
- Through a service provider;
- Through Digipoort;
- Through accounting software.

For a more detailed explanation, please visit: www.helpdesk-efactureren.nl.

3.6.3 For companies not established in the Netherlands

The paragraph concerning e invoicing does not apply to companies located outside of the Netherlands.

3.7 Environmental requirements

- 3.7.1 The Tenderer must possess all environmental permits required in order to fulfil this assignment.

4 Requirements concerning the Tenderer

4.1 Introduction

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

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

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

4.2 Exclusion Grounds

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

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

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

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

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

For information on types of evidence, see Section 2.89 of the Public Procurement Act.

<http://wetten.overheid.nl/BWBR0032203/2016-07-01>

The evidence consists of:

1. Extract of Trade Register (no older than 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.

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) Experience in agricultural development projects in a francophone African context.
- 2) Experience with capacity building of farmers groups and cooperatives and strengthening agricultural clusters in Sub-Saharan Africa.

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

- The subject of the reference assignment must be comparable to the core competence in question.
- The reference assignment must have been executed or completed within the three years prior to the closing date for the submission of tenders. If the Tenderer uses an assignment that is not yet fully complete, then only the completed results of the ongoing assignment can be submitted for reference purposes: projected results cannot be taken into consideration.

The total value of the reference assignment(s) must be at least EUR 150,000. This reference-assignment value must exclusively consist of the value of the aspects of the assignment that are equivalent to the service specified in this document. In case a series of separate yet significantly comparable assignments was carried out for the same client during the reference period, then the turnover of these separate assignments can be combined into a cumulative total.

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 6 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 references must also demonstrate that they have a value of at least EUR 150,000.

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

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

In the event that the Tenderer 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 Sections 3 and 4.

The table below summarises the award criteria for this tender.

Award criteria			Maximum points available	Knock-out
Quality	5.2.1	Plan of Approach	60	20
	5.2.2	Team of Experts	30	10
		Total quality	90	<30
Price	5.2.1	Total price of the project	10	
		Total Price	10	
		Grand total	100	

A maximum of 100 points can be obtained for your response to the award criteria as described in section 5.2

- 1) The Tenderer must score a minimum of 30 out of 90 points that can be obtained on these award criteria. If the award criteria are valued with a lower score than 30 points out of the 90 points, the Tender is set aside and excluded from further participation in the tendering process and will not be further assessed on the price.
- 2) Assessment of the prices with a maximum of 10 points.
- 3) The total score (responses to quality criteria questions + prices) will be determined. The maximum total points that can be obtained is 100 points.

5.2 Quality criteria

5.2.1 Award criteria relating to the plan of approach

Max. no. of points available	Assessment aspects
60	<p>Tenderer submits an approach describing activities and a planning to reach the result areas described in 2.2.2. The criteria for assessment of the approach are:</p> <ul style="list-style-type: none"> • The extent to which the proposed plan of approach attains the result areas and deliverables: agricultural productivity enhanced, cooperatives are strengthened and access to markets is improved; • The extent to which the approach realizes impact on collaboration of actors in Agri-hubs; • The extent to which the approach includes a clear exit strategy to strengthen local organisations and mechanisms to hand over services provided by the project to these local structures (localization of BSO services);

	<ul style="list-style-type: none"> • The extent to which a clear collaboration and/or division of tasks with existing agricultural development initiatives in Chad is elaborated; • The extent to which a clear and realistic project planning, including a clear timeline linked to the activities, goals and results, is elaborated; • The extent to which the risk identification and mitigation strategy is elaborated. • The extent to which women and youth are actively engaged in project activities. • The inclusion of a Monitor & evaluation plan including the above-mentioned indicators (refer to 2.2.4 above), but also more indicators on outcome level to measure progress and performance on above-mentioned result areas.
Page limitation	Your answer will be assessed on all named topics together as a whole using the table in paragraph 5.4. All named topics have the same weight. Your response should not exceed 20 pages A-4 . Be aware: If you use more than 20 pages A-4, all the extra pages will not be taken into account for assessment and will not be part of the Contract.

5.2.2 Award criteria relating to the team of experts

Max. no. of points available	Assessment aspects
30	<p>Tenderer submits a description of the team to be deployed in this project, including CV's of the proposed experts, a description of roles and responsibilities and level of effort per team member.</p> <p>Assessment criteria of this part of the proposal are:</p> <ul style="list-style-type: none"> • The division of tasks of all the experts to be used in the team and the extent to which the relevant expertise of the regarding experts is used for this project. • The relevancy of professional network within agricultural sector, public organizations, and knowledge institutes in Chad, including how this network will be used in this project. • The degree of expertise in agricultural productivity enhancement and extension services. • The degree of expertise in cooperative development and related topics like cooperative governance, financial management and membership services. • The degree of operational expertise with capacity building and business development support in West African countries, preferably in Chad and specific to relevant value chains in Chad, including how this expertise will be used in this project; • Demonstrated capacity to speak local languages is considered an advantage and can lead to a higher score.
Page limitation	<p>Maximum number of pages for this part of you proposal: 3 pages A4 - per team member.</p> <p>Maximum number of pages for the description of the team roles & responsibility and the team's network : 5 pages A4</p> <p>Information exceeding these page limitations will not be considered.</p>

5.3 Award criteria relating to prices/rates and assessment

Points will be awarded according to the total price offered in the tender, up to a maximum of 10 points. A range between EUR 490.000,- and EUR 525.000,- excluding Dutch VAT is used. When submitting your financial proposal, you must take into account that your price must fall within this range.

Offers with a price above EUR 525.000,- (exclusive of Dutch VAT and including all local VAT and other local costs and fees) will be rejected and excluded of assessment. If your price is below the range, your offer will receive maximum points (10). The points awarded for the total price will be based on the following formula

$$= \frac{\text{Maximum price} - \text{your offered price}}{\text{total price range}} * \text{points}$$

In this case:

$$((\text{Maximum price (EUR 525.000)} - \text{your offered price}) / \text{total range (EUR 35.000)}) * 10$$

This means that:

- At a price of EUR 490.000,-, you receive 10 points.
- At a price of EUR 525.000,-, you receive 0 points.



The quality award criteria, Plan of Approach (5.2.1) and Team of experts (5.2.2) will each be assessed in accordance with the following scale:

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%

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 set out in Sections 3 and 4 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 subcriterion CV's of the team of experts. In the event that the highest scoring Tenderers also achieve an equal score for this subcriterion, then determination of the Tenderer to which the Contract will be awarded will be made by drawing lots.

6.5 Assessment of evidence

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

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

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

The evidence must demonstrate that the Tenderer indeed complies with the content of both the 'European Single Procurement Document' and the Tender. Following the Tendering Authority's request to provide the evidence, the Tenderer has 15 (fifteen) calendar days to submit 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 again 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 and that Tenderer agrees to the statement in Annex 7, arising from EU Regulation 2022/576 of 8 April 2022. Furthermore, the Tenderer confirms that he will comply with all of the specified prices and rates,. Failing to comply with one or more requirements will result in his Tender being disqualified from the assessment process and therefore excluded from the tendering process.

7.2 Schedule

See schedule in Subsection 1.3.

7.3 General procedure

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

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

7.3.1 Communication

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

Once you have indicated your interest in this invitation to tender on TenderNed, you can send and receive messages about this tender process via 'My Tenders'. Any questions concerning the tender process can be sent to the Tendering Authority's contact person via TenderNed. You will receive messages via TenderNed. Via your personal TenderNed settings, you can turn on automatic notifications, including notifications to your private email address. It is your responsibility to ensure that these emails are not blocked by your email provider's security system. If the communication cannot be conducted via TenderNed, you can contact the following contact person(s):
jeannette.keyzer@rvo.nl with a CC to dik.vandekoolwijk@rvo.nl
Attempts to directly contact parties other than the contact person(s) stated above in relation to this tender process are prohibited.

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

7.3.2 eHerkenning

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

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

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

7.3.3 Questions and additional information/changes

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

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

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

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](#). For each question, clearly indicate which chapter, section, article and/or page your question relates to.

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

Answers from the Tendering Authority

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

7.3.4 Validity period and submission of Tender

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

7.3.5 Variants on Tender

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

7.3.6 Costs of submitting a Tender

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

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

7.3.7 Termination of tendering process

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

7.3.8 Order of precedence of documents

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

In the event that there are multiple Memoranda of Information, then the provisions in the most recent Memorandum of Information take 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.

7.3.10 Guide Information security and Privacy for suppliers

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

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

7.3.11 Inconsistencies and objections

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

7.3.12 Complaints procedure

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

7.3.13 Dispute resolution

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

7.3.14 Submission of the Tender

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

- In order to submit a Tender, you must register with TenderNed. One or more registered users must be connected and authorised to submit the Tender via TenderNed on behalf of your company.
The Tendering Authority advises that you start the TenderNed registration process immediately rather than postponing it until the tendering period is coming to a close. Upon registering your organisation, you must add your tender via TenderNed's announcements platform.
- For more information on registering and establishing your organisation with TenderNed and digital submission of your Tender, visit [TenderNed gebruiken als ondernemer | TenderNed](#) or [TenderNed for foreign businesses | TenderNed](#).
- Only Tenders that have been submitted to the digital safe for this invitation to tender either prior to or on the day of the deadline (prior to the time of the deadline) will be processed by the Tendering Authority.
- The time and date as displayed on the digital countdown clock in TenderNed serves as the definitive deadline for the submission of Tenders.
- The Tendering Authority is only able to see the Tenders once the digital safe opens in TenderNed. This safe can only be opened upon expiry of the deadline for the submission of Tenders.
- In the event you have technical issues or questions regarding submission of your Tender via TenderNed, you can contact the TenderNed service desk via servicedesk@tenderned.nl or +31 (0)70-3798899. If you believe that the TenderNed service desk is taking too long to answer your question or comment, then you can contact your contact person within the Tendering Authority.
- Any risks resulting from late submission of the Tender and/or submission of an incomplete Tender is borne by the Tenderer.
- The Tendering Authority is neither responsible nor liable for any consequences resulting from a Tender that is submitted too late, incorrectly or incompletely.

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

7.3.15 Structure and content of the Tender

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

Please use the following checklist to verify the completeness of your quotation.

Subject	Description	Action required from tenderer
Annex 1	European Single Procurement Document*	Fill in, legally sign and add to TenderNed
Award criteria (Technical Proposal)	A separate response to each of the award criteria indicated in section 5	Add to TenderNed
Financial Proposal – Annex 2	Prices/rates offered in your quotation	Fill in price sheet, legal sign and add to TenderNed
Annex 6	Reference Projects	Sign by contracting party, add to TenderNed
Annex 7	Statement on Russian sanctions	Fill in, legally sign and add to TenderNed

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

7.3.16 Legally binding signature

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

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

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

3 ways to sign the ESPD:

1. Print, sign and scan;
2. Digitally insert an electronic (certified) signature or a scan of a pen-written signature;
3. Create and insert a certification ID online.

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.

Upon the award of the Contract, the Tendering Authority will request – prior to the commencement of the Contract – that the principal contractor provides the following information: the name, contact details and legal representatives of the subcontractor that will be involved in the provision of the services

7.3.18 Single Tender

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

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

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

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

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

7.3.20 Communication and language

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

The Tender must be submitted in English.

Additional documents (such as informational materials etc.) can also be provided in English or French.

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

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 (ARVODI 2025).

7.3.22 Contract conditions

The draft Contract, 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 substantiated 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 3a: Data processing Agreement

Annex 4: ARVODI-2025

Annex 5: Complaints Procedure

Annex 6 : Reference projects

Annex 7: Statement pursuant to EU Regulation 2022/576 of 8 April 2022 (Russian involvement)