



DESCRIPTIVE DOCUMENT

Tender ERIN Specific Action Project



Towards a more integrated migration policy, made possible by the AMIF

Reintegration assistance for returnees (voluntary and non-voluntary) in country of origin.

Contracting Authority:	The Netherlands, Ministry of Security and Justice, Dutch Return and Departure Service
Project number:	116698
Date:	20-04-2016

Table of contents

- List of abbreviations 4
- List of appendices Descriptive document: 4
- Chapter 1 Tender, Client and Contract 5
 - 1.1 Introduction..... 5
 - 1.2 Client..... 6
 - 1.3 Contracting Authority..... 6
 - 1.4 Purpose tender 6
 - 1.4.1 Division of lots 6
 - 1.4.2 Contract 7
 - 1.4.3 Scope of the contract 8
- Chapter 2 Tender framework and tender procedure 9
 - 2.1 Introduction..... 9
 - 2.2 Classification contract CPV code 9
 - 2.3 Tender procedure..... 9
 - 2.4 Planning of the tender..... 9
 - 2.5 Method of communication with regard to and during the tender 10
 - 2.6 Conditions for submitting a tender 10
 - 2.7 Information round following the tender 12
 - 2.8 Submitting Tenders 12
 - 2.8.1 Layout of the Tender (offer)..... 12
- Chapter 3 Grounds for exclusion and Tenderer’s statement..... 14
 - 3.1 Introduction..... 14
 - 3.2 Compulsory grounds for exclusion..... 14
 - 3.2.1 Participation in a criminal organisation..... 14
 - 3.2.2 Corruption 15
 - 3.2.3 Fraud..... 15
 - 3.2.4 Money laundering 15
 - 3.3 Optional grounds for exclusion 15
 - 3.4 Eligibility requirements 16
 - 3.4.1 Reference 16
 - 3.4.2 Financial statements 17
 - 3.5 Tenderer’s statement..... 17

Chapter 4 Award criteria and award contract..... 18

- 4.1 Introduction..... 18
- 4.2 Summary of the tender procedure 18
- 4.3 Award criteria 21
 - 4.3.1 Award criteria for the shortlist..... 21
 - 4.3.2 Award criteria for interviews..... 24

List of abbreviations

AM	Annual Assembly Meeting
AMIF	European Asylum, Migration and Integration Fund
CPC	Central Product classification
CPV	Common Procurement Vocabulary
R&DS	Return and Departure Service
ERIN	European Reintegration Network
IUCvk	Foreign Nationals Procurement Centre chain
RM	Regional Meeting
EB	ERIN Board
SP	Service Provider

List of appendices Descriptive document:

Appendix 1: Draft contract

Appendix 2: ARVODI 2014

Appendix 3: Contract description and Terms of Reference of the service

Appendix 4: Tender application form

Appendix 5: Tenderer's statement

Appendix 6: Reference declaration form

Appendix 7: Response form award criteria

Appendix 8: Specification page flat rate service fee

Appendix 9: Questionnaire information round

Chapter 1 Tender, Client and Contract

1.1 Introduction

This is the descriptive document of the tender ERIN Specific Action (ERIN SA) – Reintegration assistance for returnees (voluntary and non-voluntary) in the country of origin – with project number 116698.

ERIN (European Reintegration Network) is a common project of 18 partner countries:

1. Australia,
2. Belgium,
3. Denmark,
4. Germany,
5. Finland,
6. France,
7. Greece,
8. Italy,
9. Luxembourg,
10. Malta,
11. Netherlands,
12. Norway,
13. Austria,
14. Romania,
15. Spain,
16. United Kingdom,
17. Sweden, and
18. Switzerland.

The above-mentioned ERIN partner countries can make use of the Contracts. During the term of the Contract new countries (ERIN partner countries) can be added under the same conditions of these Contracts.

It concerns a project with regard to offering assistance, in the form of advice/information/counselling and referral, to potential returnees with their return to and reintegration in the country of origin. The project is mainly funded by the European Commission (the European Asylum, Migration and Integration Fund (AMIF)).

The tender documents (Descriptive document and Contract description Terms of Reference) will be translated into 4 different languages:

1. English
2. French
3. Spanish
4. Portuguese

The other documents are in English. In case of a discrepancy between the various translated texts, the English version will be leading in giving a definite answer in the event of a discrepancy.

In this chapter the following matters will be discussed:

- Who is the client of this public contract?
- Who is the Contracting Authority of this public contract?
- What is the purpose of this tender?
 - The allocation of lots of the public contract.
 - A brief description of the public contract.
 - The scope of the contract.

1.2 Client

The client of the European Reintegration Network (ERIN) project is the Dutch government institution Repatriation and Departure Service (R&DS) of the Ministry of Security and Justice. The R&DS is an agency of the Ministry of Security and Justice and coordinates the actual departures of foreign nationals who are not entitled to stay in the Netherlands. As professional implementer of the return policy of the government, the R&DS takes the initiative to let the departures proceed in a careful and respectful way and in time. The R&DS complies with the foreign nationals policy when implementing its tasks, as established by the minister. The R&DS does this in close cooperation with other organisations in the Netherlands. They are called chain partners. The aim of R&DS, together with these partners, is to have as many foreign nationals as possible returned on their own accord. R&DS tenders the contract with regard to the ERIN project on behalf of the countries referred to in the previous section.

1.3 Contracting Authority

The tender is carried out by the R&DS of the Ministry of Security and Justice of the Dutch national government. This means that the R&DS is the Client as the Contracting Authority. Besides carrying out the tender, R&DS will also carry out the coordinating contract management. The R&DS is assisted hereby by the Procurement body of the immigration chain (IUCvk). The IUCvk is a procurement partnership of the:

- Central Agency for the Reception of Asylum Seekers (COA).
The implementing government institution in the Netherlands that focuses on the reception and housing of asylum seekers.
- Return and Departure Service (R&DS).
The implementing government institution in the Netherlands that focuses on the return to the country of origin of persons who are not allowed entry into the Netherlands.
- Immigration and Naturalisation Service (IND).
The implementing government institution in the Netherlands which focuses on the admission to the Dutch territory of foreign nationals.

Each ERIN partner country is responsible itself for the operational management of the Contract. In addition, each ERIN partner country is responsible itself for activating the Services under the Contract.

1.4 Purpose tender

The purpose of this tender is to conclude **14 Contracts** with one contractor (Service Provider) per Contract. The Contract will commence on 11 July 2016 and finish on 1 June 2017.

This Descriptive document includes the other conditions with which the procedure and the Contract to be concluded must comply.

1.4.1 Division of lots

The public contract is subdivided into **14 lots**. In the following table the countries of return are included where the services must be supplied/carried out, also called target countries/regions. Each mentioned target country/region is a lot of this tender. For each lot a Contractor (Service Provider (SP)) is sought and for each lot (target country/region) an Contract is therefore concluded.

Country of return Target country/region
01: Algeria
02: Argentina
03: Bangladesh
04: Brazil
05: China
06: Eritrea
07: India
08: Iraq (Central)
09: Ivory Coast
10: Paraguay
11: Senegal
12: Somalia (Central)
13: Sudan
14: Ukraine

So there are in total 14 lots. It is possible to submit a tender on one lot or several lots. The Tenderer must clearly state in his Tender (offer) for which lot or lots a tender has been submitted. The choice of a certain lot or several lots must be clearly stated on the designated place in the Tender form. The Tender form has been added as appendix 4 to this document.

1.4.2 Contract

In brief, the Services to be carried out imply offering assistance, in the form of advice/information/counselling, and referral, to returnees when they return to their own country. This is also called the Contract. For this purpose, the contracting party/parties must have a broad network for each lot with regard to return and re-integration, whereby the aim is to enable these foreign nationals to re-integrate and build up their life again after returning to their country.

Target group

The target group for which the Services must be carried out refer to the following categories of nationals of third countries:

- a) nationals of third countries who have not received a definitive negative decision with regard to their request to be allowed to stay in a member state, their request for a residence permit and/or their request to enjoy international protection, and who may decide to make use of the possibility to return voluntarily;
- b) nationals of third countries who have a right of residence, residence permit in a member state and/or enjoy international protection within the meaning of Directive 2011/95/EU, or who enjoy temporary protection within the meaning of Directive 2001/55/EC, and who decided to make use of the possibility to return voluntarily;
- c) nationals of third countries who are staying in the territory of a member state and who do not meet the conditions (anymore) for access and/or residence in a member state, amongst others the nationals of third countries for whom the removal has been postponed according to article 9 and article 14, paragraph 1, of Directive 2008/115/EC.

The above-mentioned categories of nationals can either return voluntarily to their country of origin or be deported to their country of origin by the authorities who are responsible in this matter. With regard to the forced return of a foreign national it must be made clear that the Service Provider (SP) will in no case be involved in the deportation process. The Service carried out by the SP only commences when the deported foreign national has been allowed entry into the country of origin.

The SP has the explicit obligation to carry out the service for the above-mentioned categories unconditionally and without antipathy against certain persons (for example, persons who do not return voluntarily to their country of origin).

For more information about the contents of this Contract (the Services to be carried out in the target countries/regions) and the requirements that the Contract has to comply with, please see Appendix 3: Contract Description and Terms of Reference of the service.

1.4.3 Scope of the contract

It is not possible to indicate the exact scope of the Public contract for the term of the Contract, but in the following table an estimate is given of the number of returnees on an annual basis for each country of origin. The mentioned numbers are only an indication. The Contractor must consider that the actual numbers may be considerably higher or lower. Contractor can therefore not derive any rights from the stated numbers. In addition, the ERIN partner countries do not have a purchase obligation.

Lot	Target country / region	Total estimated number of returnees	Number of estimated voluntary returnees	Number of estimated non-voluntary/forced returnees
01:	Algeria	213	207	6
02:	Argentina	64	60	4
03:	Bangladesh	102	73	29
04:	Brazil	172	123	49
05:	China	644	317	327
06:	Eritrea	20	19	1
07:	India	305	285	20
08:	Iraq (Central)	406	385	21
09:	Ivory Coast	10	5	5
10:	Paraguay	93	80	13
11:	Senegal	22	18	4
12:	Somalia (Central)	71	50	21
13:	Sudan	19	13	6
14:	Ukraine	64	33	31

Chapter 2 Tender framework and tender procedure

2.1 Introduction

The Dutch public service R&DS carries out this tender under the Public Procurement Act 2012 (Aanbestedingswet 2012). This act is based on 2 European directives with which the government awards contracts. In this chapter the following matters are discussed:

- CPV and CPC code,
- The tender procedure,
- The planning of the tender,
- The method of communication with regard to and during the tender,
- The conditions for submitting a tender,
- Information round, and
- Method of submitting Tenders.

2.2 Classification contract CPV code

The CPV code that applies most to this contract is **85312300-2** *Services for assistance and provision of advice*. The so-called enlightened regime applies to this service. The CPC code for this contract is **93329** *Other social services without accommodation*.

The Common Procurement Vocabulary (CPV) is a common glossary (classification system) of the European Union, with which codes are assigned to all types of Public Procurement Contracts for services, deliveries and jobs. This means that it is made easier for organisations to seek tenders that are relevant for them. The Contracting authorities must apply this classification system with European tenders.

The Centrale Product Classification (CPC) is also a common glossary, with which codes can be assigned to all types of Public Procurement Contracts. This international classification system is created by the statistical commission of the United Nations (UN).

2.3 Tender procedure

The current service falls under the so-called enlightened regime. This means that only a few provisions apply to this Contract. The application of the other provisions of the Public Procurement Act are rejected, unless stated otherwise in the Descriptive document.

The tender is announced in advance. Interested parties are invited to submit a Tender. A Tender is an offer. In this context the Tenderer is the party in question (organisation or company) that submits an offer. The Contracting Authority will check the Tenders with regard to completeness and correctness. After this the Tenderers will be invited for an interview on the basis of a number of selection and award criteria.

For more information over the procedure, see section 4.1 of this document.

2.4 Planning of the tender

In the following diagram the time path of the various elements of the tender is included.

	Tender phases	Date
01	Publication	21-04-2016
02	Closure information round	02-05-2016
03	Sending summary of additional information and changes	06-05-2016
04	Submitting Tender (offer)	18-05-2016
05	Start interviews	30-05-2016
06	Provisional award and start suspensive term	16-06-2016
07	Start Contract	11-07-2016

The dates marked in red are final deadlines. The dates marked in black are target data. Only the Contracting Authority is allowed to change these data. Bidders cannot derive any rights from this planning.

2.5 Method of communication with regard to and during the tender

Communication about this tender will solely proceed through the contact person.

The contact details of the contact person of the Contracting Authority are mentioned below.

Procurement Centre Foreign Nationals chain	
Contact person:	Mr M.H. Tuin
Address:	Dr. H. Colijnlaan 306
Postal code and place of business:	2283 ZA Rijswijk
Country:	The Netherlands
Postal address:	Postbus 5800
Postcode and place:	2280 HV Rijswijk
Country:	The Netherlands
E-mail address:	mh.tuin@ind.minvenj.nl
Telephone number:	(+31)6 - 15119340

Contacting other employees of the Contracting Authority and other involved services about this tender may result in the exclusion of (a subsequent) participation in this tender.

2.6 Conditions for submitting a tender

The Contracting Authority formulates a number of conditions and instructions regarding the tender procedure. When the Tenderer does not comply with or departs from these conditions and instructions, this may result in the exclusion of the Tenderer from the tender procedure.

The following conditions and instructions apply to this tender procedure:

- a** When submitting a Tender, the Tenderer fully agrees with the provisions, conditions and the procedure as described in this Descriptive document, including the appendices of this Descriptive document.
- b** The documents to be submitted for the Tender must be signed by an official who is competent to act as a (legally valid) representative.
- c** Carrying out Services constitutes a separate lot for each country of return. Each Tenderer may submit a tender on each of the lots elected by him. If a Tenderer selects several lots, the Tenderer must submit a separate Tender (offer) for each lot (also see section 2.8.1 of this document). Several lots awarded to the same Contractor constitute one single contract. An incomplete offer regarding a lot will result in the exclusion from the Tender (offer) for this lot, but not for any other lots.
- d** Submitting variations on the Contract description is not allowed.
- e** The Tenderer may only use the data made available by the Contracting Authority (R&DS) in relation to this invitation to tender for the purpose for which they have been provided. The intellectual property of all information which the R&DS provides for this tender to Tenderer rests with the R&DS. The Tenderer is liable for the unauthorised use of the data. Client will treat the information which it receives from Tenderers in confidence, unless the legislation and regulations of Client require otherwise.
In addition, the intellectual property with regard to the products which are drawn up by the Contractor during the term of the Contract rests with R&DS.

- f** The Tenderer is not allowed to make any reservation(s) or set any condition(s) with regard to his Tender.
- g** It is forbidden that organizations have or make mutual arrangements which have an effect or result that the competition is prevented, limited or distorted. If an Contract would be concluded under these conditions it will be legally void. The contractor is then not entitled in any way to a compensation. Moreover, already paid amounts to the contractor by the Contracting Authority will be reclaimed and must therefore be paid back by the contractor as soon as possible.
In case different organizations that belong to the same group company submit a tender on their own or in partnership, these companies must clearly prove that they have respected fair competition and submitted a tender on their own.
- h** The correspondence and received Tenders will not be returned to the Tenderers after the end.
- i** The Tender (offer) and all correspondence in this tender procedure must be stated in the **English language**.
In addition, English will be the working language during the entire term of the Contractt. This applies to both written and verbal communication.
- j** The Contracting Authority does not provide a tender fee.
- k** The numbers stated in this Descriptive document are indications/estimates from which no rights can be derived.
- l** The planning included in this Descriptive document is indicative and can only be adapted by the Contracting Authority. No rights can be derived from this.
- m** The Tender has a validity of at least 120 calendar days after the latest submission date of the Tender. If preliminary relief proceedings are instituted against the provisional award decision, the Tender will have a validity of at least 90 calendar days after the decision by the court in a interlocutory proceedings.
- n** Only Tenders which have been submitted in time and in accordance with sections 2.8 'Submitting Tenders' and 2.8.1 'Layout Tender (offer)' of this document will be dealt with by the Contracting Authority.
- o** If the Tenderer indicates during the tender procedure that the Tenderer will cease his business activities that are relevant for the tender, the Contracting Authority will also reserve the right to put the Tender aside of this Tenderer and not further include it in the procedure and assessment.
- p** The risk of the lack of information and/or answers by copying summaries, data and explanations in an incorrect or incomplete way rests with the Tenderer and may result in exclusion. In the above-mentioned situations the Tenderer is not entitled to any compensation for any costs, loss and/or otherwise.
- q** The Contracting Authority can cease the tender wholly or partly until the moment of signing the contract on the basis of his information and motivation, without the Tenderer being entitled to a compensation for any costs, loss and/or otherwise.
- r** The Tenderer is not allowed to make any changes in the published tender documents and accompanying appendices in whatever way. Tenderers who make changes are excluded from the tender procedure.
- s** The Contracting Authority rejects all contractual or general conditions of the Tenderer. The General Government Terms and Conditions for providing contracts to carry out services (ARVODI 2014) apply to this Contract.
- t** This tender is governed by Dutch law.
- u** Only the district court of The Hague is entitled to take cognisance of the disputes that may arise as a result of the tender or Contract.

2.7 Information round following the tender

There may be a lack of clarity in the tender documents. It is for this reason that parties have the opportunity to ask questions about all elements in the tender documents. The questions that we received on time and correctly will be anonymised and answered in a document. This document is called a summary of additional information and changes and the document is sent to all parties. This will be done at the latest 10 days before closure of the tender.

When you want to ask questions you must use a questionnaire. The questionnaire has been added as appendix 9 to this Descriptive document.

The completed Questionnaire must be sent to the contact person who is referred to in section 2.5 of this Descriptive document at the latest on May 2, 2016 by e-mail. The summary of additional information and changes is published on Tendered and forms an integral part of the Descriptive document.

After May 2, 2016 an interested party will forfeit its entitlement to ask questions following the tender documents. Questions which are received after this date by the contact person of the IUC-Vk and questions which have not been submitted in conformity with the method stated in this section, will not be dealt (anymore) by the contact person of the IUC-Vk. are not (no longer) be considered by the contact of the IUC-Vk

2.8 Submitting Tenders

The Tenders (offers) must be submitted by e-mail. If the scope of the Tender (offer files) is too large for sending an e-mail at once, it is possible to send the Tender (offer files) in several e-mails. The Tenderer must explain that the e-mails are related and he must clearly state the order of the e-mails. The e-mail(s) must come directly from the Service Provider in question. It is not allowed to use WeTransfer or other transfer services. It is also not allowed to place a link in the e-mail, to which a reference is made to contact the Tender (offer). The Contracting Authority can then exclude Tenderer in question from the tender process.

Please see section 2.4 'Planning of the tender' of this document for the latest date for submitting a Tender.

The Tenders must be addressed to the contact person of this tender, who is referred to in section 2.4 'Method of communication with regard to and during the tender' of this document, which section also includes contact details.

The working language of this tender and during the tender procedure is English. The Tenders must also be stated in English. Tenders in another language than English will be put aside and therefore do not qualify for a Contract award.

If a Tender is not submitted according to the prescribed structure, it can be put aside and then the Tender will not qualify anymore for a Contract award.

2.8.1 Layout of the Tender (offer)

The Tenderer is obliged to submit his offer in the order as described below:

1. Tender application form

The Tender application form must be completed in full and signed by a person or persons who are competent in this matter. The Tender application form must only be submitted **once**, irrespective of the number of lots for which a tender is submitted.

The Tender application form has been added as appendix 4 to this document.

2. Tenderer's statement

The Tenderer's statement must be completed in full and signed by a person or persons who is/are competent in this matter. The Tenderer's statement only has to be submitted **once**, irrespective of the number of lots for which a tender is submitted.

The Tenderer's statement has been added as appendix 5 to this document.

3. Reference declaration form for each lot

For **each** selected lot a reference form which is completed in full and signed (by a person or persons who is/are competent in this matter) must be added **for each lot** to the Tender. The reference declaration form has been added as appendix 6 to this document.

For **each** selected lot a certificate of sound implementation must be added **for each lot**.

4. Response form award criteria for each lot

For **each** selected lot a response form which is completed in full and signed (by a person or persons who is/are competent in this matter) must be added **for each lot** to the Tender. The response form for award criteria has been added as appendix 7 to this document.

5. Specification page flat rate service fee for each lot

For **each** selected lot a specification page for flat rate service fee which is completed in full and signed (by a person or persons who is/are competent in this matter) must be added **for each lot** to the Tender. The specification page for service rates has been added as appendix 8 to this document.

6. Financial statements

The financial statements over the years 2014 and 2015 only have to be submitted **once**, irrespective of the number of lots for which a tender is submitted.

If a Tender for a certain lot does not meet the requirements demanded in this section, the Contracting Authority can put aside the Tender (offer) of the Tenderer in question. When a Tender (offer) is put aside, the Tenderer in question will not qualify anymore for an award of the lot in question.

Chapter 3 Grounds for exclusion and Tenderer's statement

3.1 Introduction

The Contracting Authority (R&DS) of the Dutch government only wants to do business with ethical organizations. The Contracting Authority may therefore exclude non-ethical organizations. For this purpose, the Contracting Authority has several instruments. They are referred to as grounds for exclusion. Grounds for exclusion may be circumstances in which an interested party should not find itself. If an interested party is in such a condition, this party will be excluded from the subsequent tender process.

The legal basis for exclusion with contracts lies in the European Public Procurement Directive. These European directives are included in the national legislation of the Netherlands. The Netherlands has included the directives in the Public Procurement Act 2012. From now on the Public Procurement Act 2012 will be mentioned and/or referred to in the document, because this tender is governed by Dutch law. In articles 2.86 and 2.87 the Public Procurement Act 2012 has two types of grounds for exclusion: compulsory exclusion and optional exclusion.

In this chapter the following matters are discussed:

- The compulsory grounds for exclusion.
- The additional grounds for exclusion for this contract.
- The eligibility requirements with which the Tenderer has to comply.
- The Tenderer's statement to be submitted.

3.2 Compulsory grounds for exclusion

The compulsory grounds for exclusion with contracts above the procurement thresholds have been described in detail in the Public Procurement Act 2012. When the Contracting Authority knows that the candidate or Tenderer has been convicted of the above-mentioned offences without appeal, the Contracting Authority must exclude him. This is why the Contracting Authority must always ask the candidate or Tenderer whether he has been convicted of one of these offences without appeal.

The following grounds for exclusion are compulsory:

1. Participation in a criminal organisation,
2. Corruption,
3. Fraud, and
4. Money laundering.

In the following sections these grounds are explained.

3.2.1 Participation in a criminal organisation

Participating in a criminal organisation is not allowed. This includes the following conduct:

1. Conduct by any person who, with intent and with knowledge of either the aim and general criminal activity of the organisation or the intention of the organisation to commit the offences in question, actively takes part in:
 - activities of a criminal organisation, which means a structured association, established over a period of time, of more than two persons, acting in concert with a view to committing offences which are punishable by deprivation of liberty or a detention order of a maximum of at least four years or by a more serious penalty, whether such offences are an end in themselves or a means of obtaining material benefits and, where appropriate, of improperly influencing the operation of public authorities, even where that person does not take part in the actual execution of the offences concerned and, subject to the general principles of the criminal law of the Member State concerned, even where the offences concerned are not actually committed;

- the organisation's other activities in the further knowledge that its participation will contribute to the achievement of the above-mentioned criminal activities of the organisation.
2. Conduct by any person consisting in an agreement with one or more persons that an activity should be pursued which, if carried out, would amount to the commission of an offence as mentioned above, even if that person does not take part in the actual execution of the activity.

3.2.2 Corruption

It is not allowed to be guilty of corruption. Corruption is defined as the deliberate action of whosoever promises, offers or gives, directly or through an intermediary, an undue advantage of any kind whatsoever to an official person, for himself or for a third party, in order that the person in question should perform or refrain from performing an act, in breach of his official duty; or deliberately promises offers or gives a person or a third party in the private sector, directly or through an intermediary, an undue advantage for his business activities, irrespective of its nature, for him to perform or refrain from performing an act, in breach of his duties.

3.2.3 Fraud

It is not allowed to be guilty of fraud. This means any act or deliberate omission involving the use or presentation of false, incorrect or incomplete statements or documents which has as its effect the misappropriation or wrongful retention of funds from, or the illegal diminution of the resources of the general budget of the European Communities or budgets managed by, or on behalf of, the European Communities, non-disclosure of information in violation of a specific obligation, with the same effect, the misapplication of such funds for the purpose other than those for which they were originally granted or the misapplication of a legally obtained benefit with the same effect;

3.2.4 Money laundering

It is not allowed to be guilty of money laundering. This is defined as:

1. the conversion or transfer of property, knowing that such property is derived from criminal activity or from an act of participation in such activity, for the purpose of concealing or disguising the illicit origin of the property or of assisting any person who is involved in the commission of such activity to evade the legal consequences of his actions;
2. the concealment or disguise of the true nature, source, location, disposition, movement, rights with respect to, or ownership of property, knowing that such property is derived from criminal activity or from an act of participation in such activity;
3. the acquisition, possession or use of property, knowing, at the time of receipt, that such property was derived from criminal activity or from an act of participation in such activity;
4. participation in, association to commit, attempts to commit and aiding, abetting, facilitating and counselling the commission of any of the actions mentioned in the foregoing three paragraphs;

3.3 Optional grounds for exclusion

In addition, the Contracting Authority may apply the optional grounds for exclusion with tenders.

The following optional grounds for exclusion apply to this tender:

1. Bankruptcy or liquidation

His company is not bankrupt or in liquidation, his work has not ceased, no moratorium or (bankruptcy) agreement applies to him, and his company is not in an another comparable situation as a result of a similar procedure that is stated in the legislation and regulations that apply to him;

2. Violation by the company or director
No judgement has been delivered irrevocably in court against his company or its director in the four year prior to the moment of submitting the request to participate or no judgement has been delivered irrevocably in court against the tender on account of breaching the legislation or regulations that apply to him due to a violation of a rule of professional conduct that is relevant for him;
3. Professional error
His company, or a director of a company, has not committed a serious error in practising its profession in the four years prior to the moment of the request to participate or the submission of the tender;
4. Payment of social security contributions or taxes
His company has complied with the obligations on the basis of statutory provisions that apply to him with regard to the payment of social security contributions or taxes;
5. False statements
When providing information as required by the Contracting Authority demanded from him as part of the tender procedures, his company has not been guilty to a serious extent in drawing up false statements, or his company may not have provided this information (in full).

3.4 Eligibility requirements

Eligibility requirements are requirements which a potential Contractor has to meet to qualify for an award of the Contract. It hereby involves requirements with regard to the financial and economic ability, the technical and/or professional ability and/or the professional authorisation of the potential Contractor.

This means that the eligibility requirements refer to the Contractor and therefore not to the Contract. The Contracting Authority sets these requirements to determine whether your company is able to implement the Contract. A candidate or Tenderer must at least comply with the eligibility requirements to be allowed to participate in the subsequent procedure.

3.4.1 Reference

In order to qualify, a reference must be submitted for each lot for which a tender is submitted. On the basis of this reference the Contracting Authority assesses and checks whether an interested party is able to implement the Contract. The reference refers to the competence of the Tenderer and expertise of the qualified staff, which must be able to implement the service in an adequate manner. In addition, a certificate of the sound implementation must be added to the reference. The Declaration Reference form (appendix 6 of this document) must be used in order to state the reference for each lot.

This form must include the following:

General

- Organisation name and legal form of the Tenderer,
- Contact person and contact details of the Tenderer,
- The lot (target country/region) to which the reference refers,

Sufficiently qualified staff

- The number of qualified staff members and a description of qualified staff,
For each lot for which he submits a tender the Tenderer must give a summary of the educational and professional qualifications of the executive staff and in particular of the persons who are responsible for the actual delivery of the services.

Educational and professional qualifications imply:

- Education,
- Skills, and
- Relevant work experience.

Experience with similar work

Tenderer must offer a declaration and a description of the most important similar services over the past 3 years (2015, 2014 and 2013) for each lot for which a tender is submitted. Attention: an early termination of a contract during the last 3 years in order to replace it with a similar contract for the lot or lots (target countries/regions) for which a tender is submitted, results in the exclusion of the Tenderer for the lot in question.

For each stated service the following matters must also be included:

- the client for each stated service,
 - * Organisation name
 - * Address details
 - * Contact person and contact details
- the financial scope of for each stated service,
- the period of implementation for each stated service, and
- the target group/purchasers for each stated service.

Certificate of sound implementation

Furthermore, the Tenderer will also add a certificate of sound implementation for the lot or lots for which he submits a tender.

Signing

By signing the Reference Form the Tenderer declares that:

- the reference has been completed truthfully.

The Contracting Authority is entitled to check the stated information. Tenderer is obliged to fully cooperate with this inspection. If the reference is not correct, not complete or has not been signed, the Contracting Authority may exclude the Tenderer in question from the tender procedure.

3.4.2 Financial statements

Tenderer must to add the financial statements (annual report) over the years 2014 and 2015 with his Tender (offer). It must be possible to clearly deduce the financial situation and solvency of the Tenderer from the financial statements.

3.5 Tenderer's statement

In order to reduce the administrative expenses of organizations, the use of the Tenderer's statement is prescribed in the Public Procurement Act 2012. In appendix 5, the Tenderer's statement, of this Descriptive document is included, which must be completed and signed by a competent person in a legally valid manner. A Tenderer's statement which has been completed and signed by Tenderer must be submitted with the Tender.

The Tenderer's statement consists of 9 chapters and must be opened with the Adobe Reader program. It includes data which have been completed by the Contracting Authority and data which must be completed by the Tenderer. By signing the Tender, a Tenderer states that he complies with the requirements regarding the Grounds for exclusion and the Eligibility requirements:

- Chapter 4 of the Tenderer's statement does not apply to this tender.
- Appendix 1 of the Tenderer's statement does not apply to this tender.
- Pieces of evidence will only be requested by the winning Tenderer.

Chapter 4 Award criteria and award contract

4.1 Introduction

In this chapter it is explained in which way the entire tender procedure will proceed. In addition, it is explained how the Tenders (offers) will be assessed and how the points are assigned as a result of the assessment. The contents of the assessment of the Tenders (offers) are carried out on the basis of award criteria.

In this chapter the following matters will be discussed:

- A summary of the tender procedure.
- The applicable award criteria.

4.2 Summary of the tender procedure

The procedure of this tender consist of 6 successive phases. In this section the various phases are explained.

First phase

In the first phase the submitted offers (Tenders) are examined with respect to completeness and exclusion criteria, which are mentioned in Chapter 3 of this document. Only Tenderers that comply with the stated exclusion criteria will be further consulted.

Second phase

In the second phase a first evaluation is carried out and the regularity will be examined. Only Tenderers who submitted an acceptable offer (Tender) will be further examined on the basis of the award criteria, which are mentioned in Chapter 4 of this document, in view of compiling a shortlist of Tenderers with which an interview will be conducted **for each lot**. At most three (3) Tenderers with the highest points **for each lot** will be included in the shortlist. The other Tenderers will then not qualify anymore for an award of the Contract.

Third phase

In a third phase the interviews will be conducted with the Tenderers who were invited for this purpose. During these interviews the selected Tenderers will be questioned about the Tender (offer) and about the Tenderer himself by a selected group of interviewers. The questions will mainly deal with the practical implementation of the service and the questions will also serve as a test whether the Tenderer in question has understood the service to be supplied. The Tenderers who are invited for the interviews will be sent the questions in advance, together with the invitation.

The Tenderer is not allowed to fundamentally change the service and the prices stated in the offer (Tender) in essence.

The Contracting Authority will also have the possibility to ask the tenderers for clarifications/ additions.

The Contracting Authority assumes that the person who carries out the evaluation on behalf of the Tenderer is also competent or authorised for this purpose.

The results of the interviews will be drawn up in a separate document and they will be part of the Contract.

Interviews selected Tenderers

The various target countries /regions (lots of the contract) are spread across various continents. In order to keep the interviews manageable, the interviews are clustered at a location or at locations to be specified in detail.

The working language during the interviews is the English language.

The exact locations (a country and place to be specified in detail), dates and times of the interviews will be announced to the selected Tenderers. However, the period in which the interviews will probably be conducted is mentioned in section 2.4 of this document. The Contracting Authority is entitled to reduce or extend the number of moments of the interviews and decide on its own where the interviews will be conducted.

The competent or authorised representatives of the selected Tenderers must be present at the stated location, date and time. If a Tenderer fails to appear, with or without a notification or for whatever reason, the Tenderer will not qualify anymore for the award of the Contract.

The Tenderer selected for the interview may participate in the interview with at most 2 persons.

One of the participants in the interview of the selected Tenderer is the person who will actually be given the supervision or coordination at the actual place/location with regard to implementing the services and will also be the contact person in the target country/region in question after concluding the Contract.

It is important for the Contracting Authority to also actually see this person and conduct the interview with him/her. Specific questions will be asked to this person about the actual practice, which this person has also answer.

In order to conduct the interviews, the interviews will take at most a part-day of at most 2 hours for each lot (target country/region) per selected Tenderer.

The Contracting Authority draws up a document of the interviews. This document will be part of the Contract.

Fourth phase

In the fourth phase the Contracting Authority will draw up a provisional award decision on the basis of the assessment results and then communicate it to the Tenderers.

This information by the Contracting Authority regarding the assessment results and the intention to award a tender (provisional award) does not imply an acceptance, as referred to in article 6:217, first paragraph, of the Dutch Civil Code, of the offer from the Tenderer to whom the information is addressed. No rights can be derived from the intention to award the tender. The Contracting Authority can therefore reconsider the intention to award the tender on its own accord, without the Tenderer to whom the Contracting Authority intends to award the tender being able to claim any compensation.

If a non-selected Tenderer has any objections against the award decision, the Tenderer in question must commence preliminary relief proceedings by serving a summons within the period for objections at the court in preliminary relief proceedings of the district court in The Hague (location The Hague).

Contact details District Court of The Hague

Visiting address

Prins Clauslaan 60

2595 AJ Den Haag

The Netherlands

Telephone number

(+31)88 36 222 00

Opening hours

Monday-Friday: 8.30-17.00 hours

This period for objections lasts 20 calendar days. This period for objections will commence on the day after sending this announcement of the award decision and will end on the date as described in the notice of the award decision. If a Tenderer has commenced preliminary relief proceedings, the Contracting Authority will in principle not proceed with awarding the contract and concluding the Contract before a judgement has been given in the preliminary relief proceedings.

If a Tenderer has not commenced with preliminary relief proceedings, the rejected Tenderers cannot object anymore following the award decision and will have forfeited their rights in this matter. In that case the Contracting Authority is also free to comply with the expressed award decision. In the above-mentioned case the rejected Tenderers will also have forfeited their rights to commence substantive proceedings in order to claim a compensation.

Complaints procedure

The tenderers have the possibility to submit a complaint. Complaints about this tender must be stated in the summary of additional information and changes for a reply.

If the Contracting Authority does not honour this complaint or does not deal with the complaint to the satisfaction of the complainant, the complaint must be submitted to the complaints reporting centre of the Ministry of Security and Justice of the Dutch national government in English or Dutch. Complaints must be submitted by e-mail, stating the:

- date of submission
- name, place of business and commercial register number of complainant
- name and address details (including e-mail) of contact person with complainant
- title and TenderNed number of the tender to which the complaint refers
- name and address details (including e-mail) of contact person at the IUC-Vk for the tender to which the complaint refers
- motivated description of the complaint
- description of the way in which the complaint can be remedied

The complaint can be addressed to:

Klachtenmeldpunt Europees Aanbesteden Veiligheid en Justitie
Afdeling strategische inkoop
Turfmarkt 147
Postbus 20301
2500 EH DEN HAAG
KlachtenmeldpuntEA@minvenj.nl

After receipt, the complaint will be dealt with as soon as possible by the complaints reporting centre and the investigation of the complaint will be taken up swiftly. Submitting a complaint will not stop the tender procedure, unless the Contracting Authority has explicitly decided to suspend the procedure.

The complaints reporting centre offers advice to the Contracting Authority. In the advice it is motivated whether the complaints reporting centre considers the complaint to be well-founded, partly well-founded or unfounded. Then the Contracting Authority has to decide about the complaint with due observance of the advice of the complaints reporting centre. If this centre rejects the complaint, the complainant will be informed about this by the Contracting Authority. If the complaint is declared to be well-founded, the Contracting Authority will take preventive or corrective measures.

If a decision of the Contracting Authority is not forthcoming or if there is a reason for this in the opinion of the complainant, the complaint will be submitted to the Commission of Tender Experts. For more information, see: www.commissievanaanbestedingsexperts.nl.

Fifth phase

In a fifth phase the Contracting Authority will conclude an Contract for each lot (target country/region) if no preliminary relief proceedings are pending within the stand-still period.

4.3 Award criteria

The Award criteria are the criteria that are used to test the Tenders (offers), so that it can be decided which Tender (offer) qualifies for an award of the contract.

Award criteria are substantive criteria of which the aim is to assess the Tenders. The Tenders are assessed on the basis of these criteria. In contrast with the grounds for exclusion and eligibility requirements, these criteria focus on the substantive assessment of the Tenders and not, as is the case with grounds for exclusion and eligibility requirements, on the qualitative assessment of the Tenderers.

The award criteria that apply to this Contract refer to the quality of the service and the rate for granting the services.

If there is reason, the award decision may also imply that a lot (target country/region) will not be awarded.

4.3.1 Award criteria for the shortlist

All Tenders approved on the grounds for exclusion and selection criteria will be assessed on the basis of the award criteria mentioned in this section in order to compile the shortlist of Tenderers to be invited for the interview round. At most 3 Tenderers for each lot will be invited for the interview round. It concerns the first 3 Tenderers with the highest points in total, which have been obtained on the basis of the award criteria from this section.

The contents of the Tenders (offers) are assessed in the following way:

The contract for each lot will be awarded to the applicant obtaining the highest score for his offer for the lot in question. The score will be calculated on the basis of the following awarding criteria, Price and Quality:

1. Price 20 points

Separate rates are demanded for the various elements of the service. Tenderer must state his rates in the specification page flat rate service fee for the service. This form has been added as appendix 8 to this document.

The Tenderer must calculate the rates and elements of the rates fairly and in a way that is responsible from a commercial point of view. If the tenderer does not comply with this, the Contracting Authority can put the Tender (offer) in question aside. The Tender (offer) will then not qualify anymore for an award of the Contract.

The following rates (see appendix 8 of this document) will be assessed:

- 1.8 Total basic flat rate service fee covered by ERIN
- 2.3 Total flat rate service fee additional services NOT covered by ERIN

The points for 1.8 Total basic flat rate service fee covered by ERIN will be awarded on the following basis:

$$1 / \left(\frac{[\text{price offered for the lot by applicant}]}{[\text{lowest offered price for the lot}]} \right) * 15 \text{ points} = \text{points obtained}$$

The points for 2.3 Total flat rate service fee additional services NOT covered by ERIN will be awarded on the following basis:

$$1 / \left(\frac{[\text{price offered for the lot by applicant}]}{[\text{lowest offered price for the lot}]} \right) * 5 \text{ points} = \text{points obtained}$$

The scores on the price component will be rounded to 2 decimal places.

2. Quality - Technical value50 points

With regard to the contents of the following elements the Tenderer must describe how these services are offered and carried out (1 up to and incl. 5). For this purpose it is not allowed to use more than 5 A4 pages. In order to draw up the description, the Tenderer must use the response form award criteria. The font to be used is Verdana with font size 10. This form has been added as appendix 7 to this document.

The score for technical value will be calculated on the basis of the following elements:

1. Expertise
2. Geographical coverage and local infrastructures/networks
3. Execution of basic counselling and referral services (see appendix 3 for more information about the contents)
 - 1.1 Communication and information
 - 1.2 Contact prior to return
 - 1.3 Meeting with returnee
 - 1.4 Arrival assistance and/or Airport pick-up
 - 1.5 Onward travel assistance
 - 1.6 Emergency housing and immediate necessities after return
4. Execution of additional counselling and referral services (see appendix 3 for more information about the contents)
 - 2.1 Monitoring of the returnee on site
 - 2.2 Extensive medical treatment
5. Assistance to returnees
 - a. Assistance to returnees – in general
 - b. Assistance to unaccompanied minors
 - c. Assistance to families with underage children
 - d. Assistance to non-voluntary returnees
 - e. Assistance to elderly persons
 - f. Assistance to medical cases

The Technical value component is assessed by the assessment group on the basis of the following elements.

Starting point with assessment

The assessment will be based on the details supplied and described by Tenderer. It is not allowed to refer to appendices, internet links or otherwise, because they are not included in the assessment.

Language (English) and completeness

The response/description must be stated in understandable and unambiguous language. In addition, the description must be complete. All elements mentioned with Technical value must be discussed in a clearly structured way.

Realistic and feasible

Remember that everything you quote, describe or draw up must also actually be carried out and should therefore be realistic and feasible (therefore also within the stated time).

Answer to the question and conformity with ToR

It must be an adequate answer to the question. In addition, the contents of the answer must be practical and specific for the implementation of the Contract.

The answer must be according to the Terms of Reference and Contract description.

Concrete and relevant

The answer or the description regarding the award criteria must be concrete and relevant. Concrete means more than only clear. It also concerns an answer to or a description of who, what, when, why, how much and how. In addition, concrete implies that the answer is asked without reservations and that the answer is not a generic account.

The answer or the description must be relevant, in other words it must be important for the subject to which it refers.

The points for the criterion will be awarded on the following basis:

Qualification	Points
Good	50
Sufficient	30
Insufficient	10
Poor	Excluded

3. Quality - Methodology30 points
 Tenderer must describe the contents of the following elements (1 up to and incl. 3). It is not allowed to use more than 3 A4 pages for this. In order to draw up the description Tenderer must use the response form for award criteria. The font to be applied is Verdana with font size 10. This form has been added as appendix 7 to this document.

The score for methodology will be calculated on the basis of the following elements:

1. Case management – individual approach
2. Chosen method, e.g. subcontracting local partners, making use of existing (governmental and/or private) schemes
3. Degree and method of quality and financial control by the Service Provider

The Methodology component is assessed by the assessment group on the basis of the following elements.

Starting point with assessment

The assessment will be based on the details supplied and described by Tenderer. It is not allowed to refer to appendices, internet links or otherwise, because they are not included in the assessment.

Language (English) and completeness

The response/description must be stated in understandable and unambiguous language. In addition, the description must be complete. All elements mentioned with Methodology must be discussed in a clearly structured way.

Realistic and feasible

Remember that everything you quote, describe or draw up must also actually be carried out and should therefore be realistic and feasible (therefore also within the stated time).

Answer to the question and in conformity with ToR

It must be an adequate answer to the question. In addition, the contents of the answer must be practical and specific for the implementation of the Contract.

The answer must be according to the Terms of Reference and Contract description.

Concrete and relevant

The answer or the description regarding the award criteria must be concrete and relevant. Concrete means more than only clear. It also concerns an answer to or a description of who, what, when, why, how much and how. In addition, concrete implies that the answer is asked without reservations and that the answer is not a generic account.

The answer or the description must be relevant, in other words it must be important for the subject to which it refers.

The points for the criterion will be awarded on the following basis:

Qualification	Points
Good	30
Sufficient	15
Insufficient	5
Poor	Excluded

4.3.2 Award criteria for interviews

The Tenderers with the highest total points (at most 3) on the award criteria for each lot (target country/region) from section 4.3.1 will be invited for the interview round for each lot (target country/region).

The interviews to be conducted by the interview group will be assessed on the basis of the following aspect.

Understanding of the Contract

This concerns the degree in which the Tenderer has understood the Contract. The answers with regard to the practical implementation of the Contract will be tested according to the degree of conformity with the ToR. The answers must be concrete and realistic. In addition, they must also be relevant for the Contract.

Qualification	Points
1. The best conducted interview	100
2. The second best conducted interview	50
3. The third best conducted interview	25

The points to be allotted to the interview component will be added up to the obtained points on the criteria from section 4.3.1 of this document. The Tenderer who then has the highest number of obtained points for each lot (target country/region), will be provisionally awarded the Contract in question.