

**NEGOTIATED PROCEDURE WITHOUT PRIOR PUBLICATION ON
SERVICES FOR MID-TERM REVIEW OF THE EU SERVICE
CONTRACT “KNOWLEDGE AND RESEARCH FOR NUTRITION”
DCI/FOOD/2019/408-364
SPECIFICATIONS NO. 22OZB022**

1 GENERAL PROVISIONS

1.1 Subject and nature of the contract

This contract concerns services for the midterm review of the European Commission project Knowledge and Research for Nutrition (2020-2024). The project is implemented by Agrinatura - the European Alliance on Agricultural Knowledge for Development – which has established a Nutrition Research Facility (NRF), pooling expertise from European academia and having the ability to mobilise internationally renowned scientific networks and research organisations from partner countries. The focus of the midterm review will be on the operational period of the project from April 2020 to March 2023. Assessing the performance of the project in this period, this mid-term review will have the following four objectives:

1. Assess the performance and effectiveness of the NRF in terms of achieving its stated results and Logical Framework outputs and outcomes
2. Evaluate the NRF interventions so far to identify enabling factors and those hampering a proper delivery of results
3. Generate lessons and recommendations for the NRF to finetune its design or implementing modalities during the remaining period of implementation.
4. Assess the continued validity and future potential of the NRF as an instrument to deliver its stated results /intermediate outcomes in the theory of change and in this light, assess the potential for a no-cost extension of the intervention, formulating recommendations on design and implementing modalities.

Further information is provided in the Annex 1– Terms of Reference

This contract for services within the meaning of article 2, 21° is subject to a negotiated procedure without prior publication within the meaning of article 42, section 1, 1° a) of the Act of 17 June, 2016.

The tenderer may only submit one offer. The submission of the initial offer does not prevent negotiations being conducted and subsequent offers being submitted, nor that the final offer is will be submitted.

The UGent may negotiate with one or more tenderers about the terms of their registration but is not obliged to do so. Please submit your best offer.

1.2 Legal and regulatory provisions

This contract not only falls within the scope of the current specifications, but is also subject to the following provisions:

- The Act of 17 June 2016 on public procurement;
- The Royal Decree of 18 April 2017 on the awarding of public procurement contracts in the classical sectors;
- The Royal Decree of 14 January 2013 on determining the general implementing rules of public contracts;
- The Act of 17 June 2013 on the grounds, information and legal remedies with respect to public procurement and certain contracts for works, supplies and services;
- All subsequent amendments and supplements to the aforementioned decrees, valid on the date of publication, and any other provisions referred to in the specifications.

You can find this regulation on (in dutch):

<http://overheid.vlaanderen.be/regelgeving-overheidsopdrachten>

If the tenderer submits a tender that conflicts in some respects with the above-mentioned laws and implementing decrees, the respective laws and implementing decrees will prevail.

1.3 Contracting authority

The contracting authority is Ghent University (UGent).

2 AWARDING THE CONTRACT

2.1 Submitting tenders

The tender drawn up in Dutch or English must be sent by e-mail to Paolo.Sarfatti@ugent.be , nrf@agrinatura-eu.eu and Dimitrios.Petalios@ugent.be .

The (electronic) signing of the tender is not mandatory.

Attention: Your own quote must be attached to the email and not in mail itself.

The deadline for receipt of a tender is 6/03/2023 om 10:00:00.

The tenderer must add the following documents to the tender form:

- A detailed description of the services offered. Technical proposals must be submitted using the template provided in Annex 2 – Technical proposal template;
- All requested information and documents as specified under the award criteria;
- The tender form;
- The statement on honor;

2.2 Commitment period

The tender will remain valid for a period 90 calendar days, commencing on the day following the opening of the tenders.

The submission of appropriate proposals during the negotiations each time do begin again the validity of the tender.

2.3 Scope of the tender

The submission of a tender by a tenderer implies that he will unconditionally comply with all the stipulations included in these specifications and **to waive his own contractual terms and conditions, which shall not apply in any case.**

2.4 Exclusion grounds

Each tenderer will be asked to sign the attached declaration of honor.

Before the award of the contract, the UGent may request the tenderer, to whom it has decided to give the assignment, to provide the current supporting documents as far as the UGent can obtain the certificates or the relevant information directly by consulting a free accessible national database.

2.5 Price

2.5.1 Price determination

This is a global price contract (Royal Decree of 18 April 2017, art. 2, 3°).

The maximum budget allowed for the execution of the present contract is **EUR 60,000** (VAT excl.). This is inclusive of all fees and costs related to the assignment.

2.5.2 Elements included in the prices

The contractor is considered to include in unit prices as well as in global prices all costs, measurements and performances that are inherent in the execution of the contract, with the exception of the value added tax, in particular.

1. Administration and secretarial services (copies, ...);
2. Travel, transport and insurance;
3. The documentation relating to the services;
4. The delivery of documents or records inherent in the performance;
5. The packaging;
6. The training necessary for use;
7. Where applicable, the measures imposed by the laws on the safety and health of workers in the performance of their work.

This list is not exhaustive.

2.5.3 Price indication

Prices are expressed in euro. The VAT is stated in a separate item of the inventory.

2.6 Negotiations

If the initial offer contains a substantial irregularity, the UGent may allow this substantial irregularity to be regularized before starting negotiations.

The UGent has the opportunity to negotiate with one or more tenderers, or award the assignment without negotiation. In the latter case, the initially submitted offer counts as a final quote.

If the UGent wishes to conclude the negotiations, it will inform the remaining tenderers accordingly. The remaining tenderer is intended to mean the tenderers with whom the UGent is currently negotiating. These remaining tenderers are invited to submit a final quote.

The UGent may indicate during the course of the negotiations how to submit the adjusted and final tenders.

The final offer cannot be negotiated.

2.7 Awarding

The UGent bases the award of this assignment on the most economically advantageous tender.

2.7.1 Criteria

The economically most advantageous tender will be determined by the best price-quality ratio using the criteria below:

- Price (30 points) Technical quality is evaluated on the basis of the following grid (100 points). The assessment will first take into consideration the Technical Offer and score them based on a set of criteria attributing a maximum 40 points for the proposed approach to work and 60 points for the proposed team.

Criteria	Maximum
Total score for the approach to work	40
<ul style="list-style-type: none"> • Understanding of ToR and the aim of the services to be provided 	10
<ul style="list-style-type: none"> • Overall methodological approach, quality control approach, appropriate mix of tools and estimate of difficulties and challenges 	20
<ul style="list-style-type: none"> • Qualification of tenderer and backstopping 	5
<ul style="list-style-type: none"> • Organisation of tasks including timetable 	5
Score for the expertise of the proposed team	60
Overall total score	100

2.7.2 Assessment methodology:

- Criterion price
Assessment methodology: 30 X lowest quote/tender to be assessed.
The odds are rounded up to 2 digits after the comma.

With regard to this award criterion, tenders shall be assessed according to the following method:

1. 100% of the de points: excellent quality

2. 75% of the points: very good quality
3. 50% of the points: good quality
4. 25% of the points: sufficient quality
5. 0 points: minimum requirements

The qualitative sub-criteria are assessed by three evaluators using the above-mentioned assessment methodology. The final score per sub-criterion is the average score of the evaluators.

Any offer falling short of the technical threshold of 75 out of 100 points, is automatically rejected.

A list of pre-selected offerors will be drawn based on the highest scored offers. Pre-selected offerors may be invited for an interview with the NRF team and the EC contract administrators

The proposed team experts will have to be external and independent from, and free of Conflict of Interest with NRF and its partner organisations.

A Conflict of Interest exists when a reviewer has a personal, professional or organisational relationship with the NRF, or its partner organisations, or a direct interest in the content of this review, that is likely to compromise his or her judgment and bias his or her evaluation.

In case of a potential Conflict of Interest, tenderers must describe its nature in the relevant section of the technical offer template.

3 PERFORMANCE OF THE CONTRACT

3.1 Delivery period and address

The services will be performed within a period of 3 calendar months counting from the day the order is placed.

The place where the services are performed is the sub-contractors premises/ place of services.

3.2 Management and supervision of the implementation

The mandate of the leading official consists only of:

- a) The technical and administrative follow-up of delivery up to and including delivery;
- b) The performance check, both the a priori and the a posteriori inspection;
- c) The review of the debts and invoices;
- d) The deliveries;

The leading official is Dimitrios Petalios

3.3 Contractor liability

The contractor is fully liable for the errors and omissions that occur in the services rendered.

The contractor also indemnifies Ghent University against any damages to third parties due to a delay in the performance of the services or a failure on the part of the service provider.

3.4 Security deposit

No security deposit should be required for:

- Orders for services whose performance period does not exceed forty-five days;
- Assignments less than 50,000 euros excl. VAT.

In all other cases, the security deposit shall be 5% of the total amount, excluding VAT, of the contract. The resulting amount is rounded up to the next multiple of ten EURO.

The deposit shall be made within thirty days following the date on which the contract is concluded according to one of the ways mentioned in art. 27 of the KB of January 14, 2013

For more information, please visit the website of the [Deposit and Consignment Office](#) (in Dutch or French) of the Federal Public Service Finance.

The contractor must, after delivery of the deliveries, request the deposit by e-mail at aankoopbeleid@ugent.be with reference to the order no.

3.5 Terms and conditions of payment

The price of the contract will be paid **with payments deducted depending on the execution progress**.

The price of the contract will be paid **after** the submission and approval of the respected deliverables as presented in the Annex 1 – Terms of Reference, section Reporting, of the present procurement notice, and specifically on the basis of the following structure:

- 30% after successful completion of the inception report
- 20% after successful completion of the slide deck presentation
- 50% after successful completion of the final report

3.5.1 Verification period

Ghent University has a verification period of thirty days from the date of termination of services to comply with the formalities relating to the acceptance. This period begins the day the performance of the contract has progressed in such way that it gives the right to payment, in so far as Ghent University is in the possession of the list of services performed.

3.5.2 Payment period

Payment of the amount owed to the service provider shall take place within the payment term of thirty days from the expiry of the verification period, in so far as Ghent University is in the possession of the invoice and any other required documents. The invoice is considered to be a claim and has to be drawn up in euros.

3.5.3 Invoicing

Services can only be executed if **the service provider has a purchase order approved** by Ghent University.

Services are executed at the expense of those who ordered the purchase. The services need to be **invoiced per order**. The billing is centrally managed. Each invoice should contain the purchase order number of Ghent University. Invoices are addressed to:

Ghent University
Financial Department
Sint-Pietersnieuwstraat 25
9000 Ghent
VAT BE0248.015.142

The service provider is expected to deliver invoices electronically.

- **Ghent University has a preference for electronic invoicing in XML UBL 2.1 format with pdf as embedded document via the PEPPOL-network**
- Either the invoices are sent in pdf (one pdf per invoice) to pdfacturen.dfin@UGent.be (after authorization of the specified mail address from which it will be sent).

As mentioned above, receiving purchase invoices through PEPPOL-network is preferred.

Please include in your offer a description of your technical possibilities regarding invoicing.

3.6 Revision clause

3.6.1 Charges that have an impact on the amount of the contract

In case of an increase in charges, the contractor must demonstrate that he has actually carried out the additional costs incurred by him and that they relate to the execution of the contract.

3.7 Intellectual property rights and licences

- All intellectual property rights (including copyrights and unregistered rights) that are held or will be held by Supplier and that are or will be created in the performance of the Contract, the adjustments thereto, extensions thereto and/or relating information, documents, procedures, etc. (together, the Foreground IP) will vest in UGent, and Supplier herewith assigns and transfers to UGent all rights in and to such Foreground IP upon creation. To the extent such assignment and transfer is legally impossible, Supplier hereby grants to UGent a worldwide, irrevocable, exclusive, sub-licensable, assignable and transferable, royalty-free license that is unlimited in time, geographical scope and field of use, to use the Foreground IP in any manner and for any purpose whatsoever.
- Supplier will make sure that each of Supplier's Personnel who prepares, contributes to, or is involved in Supplier's performance of the Contract assigns and transfers (or, where assignment and transfer is impossible, licenses) to Supplier all intellectual property rights (including copyright and unregistered

rights) that emerge from such preparation, contribution or involvement so that Supplier can assign and transfer (or, where assignment and transfer is impossible, sub-license in accordance with the preceding paragraph) to UGent all Foreground IP.

- Supplier grants to UGent a non-exclusive, worldwide, irrevocable, sub-licensable, royalty-free license that is unlimited in time, geographical scope and field of use under all intellectual property rights (including copyright and unregistered rights) that are held by Supplier and/or third parties and that are or will be used in the performance of the Contract, the adjustments thereto, extensions thereto and/or relating information, documents, procedures, etc. or that are or will be used in the products and processes that result from such performance (together, the Background IP).
- If and to the extent that any Foreground IP or Background IP that is assigned and transferred or licensed to UGent under this article includes copyright, the assigned and transferred or licensed copyright shall include, without limitation, the right to reproduce, perform, display, broadcast, adapt, distribute, translate, rent and lend the copyrighted works and such copyright will be assigned and transferred or licensed for the entire world, for as long as such copyright exists and for all purposes including, without limitation, manufacturing and commercializing on any actual, future, currently known or unknown media. All the afore mentioned rights are granted in consideration for the remuneration paid by UGent under the Contract.
- Supplier shall indemnify and hold UGent harmless against any Claim and Costs arising from or incurred by reason of any infringement of trademark and/or other intellectual property rights of third parties in connection with Supplies or parts thereof, including the use of material or equipment and sale of products manufactured with the Supplies. In the event of any Claim being made against UGent arising out of the matters referred to herein, Supplier shall be promptly notified thereof and shall at his own expense support UGent upon UGent's first request with all reasonably expected documents, statements and evidence. UGent is free to conduct all negotiations for the settlement of such Claim. UGent shall keep Supplier informed about all major steps, including but not limited to written pleadings and settlement proposals, in the course of such negotiations or litigation.

3.8 Confidentiality

The information provided by UGent in the context of this contract may not be used for other purposes or communicated to third parties.

The contractor must take all measures to ensure that it or all who have access preserve the confidential nature of the information, the data and the research results made available.

The contractor must also include these confidentiality obligations in its contracts with subcontractors.

3.9 General Data Protection Regulation (GDPR)

The Parties commit themselves to respect the current European Regulation EU 2016/679 on the protection of natural persons with regard to the processing of personal

data and on the free movement of such data as well as the national applicable laws. The Parties may share Personal Data of individuals involved in the collaboration for the purpose of administering such as: name, business telephone, address, and email (“Business Contact Information”). Each Party may store and otherwise process such Business Contact Information. The Parties agree that Business Contact Information will only be processed to the limited extent as required for the performance of this agreement. If for the performance of this agreement the processing of other than Business Contact Information is necessary, the Parties commit themselves to agree and enter into a data processing agreement, which shall amend this agreement, as is reasonably required to reflect each Party’s rights and obligations.

3.10 Means of action by the contracting authority

3.10.1 Punishments (Art. 45, 46/1 RD Implementation)

Each poor implementation gave place to a general penalty (behoudens de toepassing van bijzondere straffen)

A general penalty is one-time or daily and their amount shall be calculated in accordance with art. 45 § 2, 1 ° and 2 ° of the RD Implementation, without VAT included in the calculation base.

3.10.2 Delay fines (Art. 46, 46/1 and 123 RD Implementation)

The late performance of the contract gives rise to the application of a delay penalty. The amount of this penalty shall be calculated in accordance with art. 123, first paragraph, of the RD Implementation, without VAT included in the calculation base.

3.11 Disputes

Any disputes relating to the performance of this contract shall be resolved exclusively by the competent courts of the judicial district of East-Flanders (department Ghent). The official language is Dutch.

4 TECHNICAL REQUIREMENTS

4.1 Required characteristics

The technical requirements for this tender are provided in the Annex1– Terms of Reference.

4.2 Additional information

Additional information regarding the substantive aspects of the assignment can be obtained by submitting a question by 17/02/2023 to nrf@agrinatura-eu.eu and Paolo.Sarfatti@ugent.be, copied to Dimitrios.petalios@ugent.be (via email only - email subject: *NRF – RFP_2023_ – Mid-term review*)

The NRF will respond in writing (via email only) to any request for clarification of the RFP that it received prior to the defined deadline for queries. A consolidated document of NRF’s responses to all questions (but without identifying the source of enquiry) will be sent to all prospective tenderers who received the request for proposal. Questions are to be submitted in the format Document – Section – Question.

Those who have no questions of their own but would like to receive the answers to questions from others should make themselves known before the above date by sending an email to the addresses given

For questions relating to the procedure (general provisions):

- Purchasing Policy Unit – aankoopbeleid@UGent.be

5 TENDER FORM

The tenderer undertakes to comply with the terms and conditions of the specifications, at the price(s) and term(s) indicated below:

5.1 Identity tenderer

5.1.1 The company

(Company)name:	
Legal form:	
Address registered office: (street, zip code, city and country)	
Represented by the undersigned (name and first name):	
In his/her capacity of:	

5.2 Writes / subscribe to this contract at the sum of:

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(in numbers, excluding VAT, in euro):

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(in numbers, including VAT, in euro):

5.3 Enterprise number

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5.4 Communication

The tenderer declares that he will use the following email address(es) for electronic communication and information exchange with the UGent:

Name contact person	
E-mail	
Phone number	

5.5 Personnel

Employees are employed who are subject to social security legislation:

YES / NO

5.6 Execution period

	Calender days
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5.7 Payment

The invoice will be sent in the following manner (see specifications under invoicing):

Via Peppol	Via pdf*

* E-mail address from which the invoice in pdf will be sent

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UGent will pay the amounts due via bank transfer to:

The account number	
IBAN	
BIC	

6 STATEMENT ON HONOR

The undersigned:

Acting on behalf of the company

With registered office at:

Declares on his honor, in view of the right of access, that the company:

- Not condemned with the power of one of the following crimes
 - Participation in a criminal organization;
 - Bribery;
 - Fraud;
 - Terrorist offenses or offenses relating to terrorist activities, or the exclusion of, accomplice or attempt to commit such offense;
 - Money laundering and terrorist financing;
 - Child labour and other forms of trafficking in human beings;
 - The employment of illegally staying third-country nationals;
- Has fulfilled obligations regarding payment of taxes;
- Has fulfilled obligations for payment of social security contributions;

I take note that any false statement is a ground for exclusion for participation in this contract.

Drawn
up:

In

On
2023.

Signature(s)

7 TECHNICAL ANNEXES

7.1 Annex 1 - Mid-term review Terms of Reference

7.2 Annex 2 - Technical proposal template