

Ministry of Economic Affairs  
and Climate Policy

## **Tender Document**

**Invitation to tender in accordance with  
the European open procedure for the  
procurement of Business Export Coaching  
Services for the Natural Ingredients  
Sector in Indonesia.**

Publication date:	29 August 2019
Status:	Definitive
Reference:	201901039

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## Definition of terms

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 which the Tendering authority concludes the Contract.
Contract	The written framework agreement between the Tendering authority and the Contractor in which the conditions applicable to the public contracts that will be awarded via this tendering process (Further Agreements) will be recorded within a specific period.
Exclusion Criterion	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	Statement in which the Tenderer declares their compliance with the requirements specified in the annexes of the Uniform Single Procurement Document by means of filling in and signing this European Single Procurement Document.
Further Agreement	A written agreement signed by the Contracting Authority and the Contractor based on the framework agreement.
General Government Terms and Conditions	General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI-2018: <i>Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten</i> ).
IUC-EZK	The Procurement Office (IUC) of the Ministry of Economic Affairs and Climate Policy (EZK) – part of the Netherlands Enterprise Agency (RVO.nl), which in turn is part of the Ministry of Economic Affairs and Climate Policy – will serve as process manager during this tendering process.
Memorandum of Information	A document containing all questions asked and answers given, in anonymised form and, if applicable, additional information. This includes the questions and answers submitted via TenderNed.
Most Economically Advantageous Tender	The Tender that achieves the highest definitive total score based on the best price-quality ratio.

Public Procurement Act	The Public Procurement Act 2012 ( <i>Aanbestedingswet 2012</i> )
Processing Agreement	An agreement signed by the Tendering authority and the Contractor concerning the processing of personal data by the Contractor.
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 Tendering Document.
Tendering authority	The Centre for the Promotion of Imports from developing countries (CBI) is a unit of the Netherlands Enterprise Agency (RVO), an agency of the Ministry of Economic Affairs and Climate Policy of the Netherlands.
Tender Document	This document and all of its annexes.

# 1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure for Business Export Coaching services for the natural Ingredients sector in Indonesia.

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

## 1.1 Tendering authority and IUC-EZK

This tendering process is being conducted on the instructions of The Centre for the Promotion of Imports from developing countries (CBI/RVO). The Procurement Office (IUC-EZK) will act as process manager during this tendering process.

## 1.2 CBI Introduction

The Centre for the Promotion of Imports (CBI) from developing countries is part of the Ministry of Economic Affairs and Climate Policy of the Netherlands. CBI is recognized worldwide as a leading expert in export development and believes trade is a good means to stimulate economic growth and to promote employment. CBI works in selected export value chains, with the objective of bringing about a sustainable and inclusive export increase. By supporting SMEs in developing countries entering the European market, the integration of these countries in the global economy is promoted.

CBI projects extend over a period of several years, during which CBI will improve the export competitiveness of small and medium-sized exporters in developing countries through tailored interventions at company and institutional level. In general, most CBI integrated projects aim to not only achieve sustainable exports to the European market and competent SME exporters, but also compliance to Corporate Social Responsibility (CSR) and an export enabling environment for SMEs in developing countries.

The main goal of all CBI program is to develop specific sectors in specified target countries. Customizing programs to the local situation is key, tackling those issues that impede export to Europe. That is why CBI works in close collaboration with local governments, trade promotion organisations, sector associations and other expert organisations. CBI works in 30 countries and 14 sectors.

Not only does CBI integrate CSR in her own work, it is also asked from all stakeholders to do so. Furthermore, [the United Nations Sustainable Development Goals](https://www.un.org/sustainabledevelopment/sustainable-development-goals/) are very important guidelines as well. CBI contributes directly to:

- Goal # 8 Decent work and economic growth
- Goal # 12 Responsible consumption and production
- Goal # 17 Partnerships for the goals

<https://www.un.org/sustainabledevelopment/sustainable-development-goals/>

For further information on the CBI, please visit the following website: [www.cbi.eu](http://www.cbi.eu)

This tender concerns the Implementation Phase of the above mentioned project.

A description related to this assignment can be found from Chapter 2 and onwards.

A checklist and other information about how to submit this tender can be found in Chapter 7.

## 1.3 Reason for this invitation to tender

The current Tender Document is written for consultants that will provide export coaching and training to SMEs, and support, through expert advice, export development and promotion processes at sector level for companies active in the natural ingredients sector in Indonesia. The invitation to tender has been divided into 3 lots (see 2.3 Lots).

#### 1.4 Time schedule

The schedule below applies to this tendering process.

29 August 2019	Issuing of publication, start of tendering period.
18 September 2019	Closure of round of questions: deadline for the Tenderer to submit questions regarding this Tender Document 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).
25 September 2019	Issuing of Memorandum of Information
08 October 2019: 12.00 CEST	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering authority.
08 October – 28 October 2019	Assessment of Tenders.
30 October 2019	Interview with Tenderer(s).
15 November 2019	Announcement of the award of the Contract.
02 December 2019	Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract.
02 December 2019	Deadline for the winning Tenderer to provide the evidence requested by the Tendering authority.
23 December 2019	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**

The aim of the CBI programme is to increase the competitiveness of producers and exporters in selected sectors within priority developing countries. For Indonesia the Natural Ingredients sector is supported.

Most CBI integrated projects aim to achieve sustainable exports to the European market, competent SME exporters, CSR compliance, and an export enabling environment for SMEs in developing countries. Each CBI project also aims to achieve project specific results, depending on the needs in the value chain.

The overall objective of this project is to support the Indonesian natural ingredients industry in adding more value to its production and raw materials and change the perception of Indonesia being a supplier of low quality natural ingredients. The industry is empowered to develop new products, meet EU buyer requirements and has demonstrated significant improvement in corporate social responsibility practices of the industry at large. Between 30 and 40 companies will be supported directly by the programme. This CBI project is undertaken together with the German Import Promotion Desk (IPD)

General project targets are mentioned below.

- Minimum of 30 SMEs realise an additional export turnover
- Minimum of 30 SMEs report export growth to European markets
- 40 SMEs have participated in a European market orientation mission
- 40 SMEs developed a Corporate Social Responsibility Plan
- 10% employment growth per SME
- Several new EU export contracts per export competent SME
- 30 SMEs are export competent
- Gender equality improvement actions for each SME

These are not the deliverables for the assignment, but overall project targets. Requirements related to this specific tender, the Implementation phase of this project, are mentioned in the next chapters.

### **2.2. Target Group and Beneficiaries**

Target groups for the activities under this tender for company coaching and training are:

1. Existing Indonesian natural ingredients exporters in Seaweed, Essential oils and Plant Extracts: Supported to increase their exports and improve their sustainability practices;
2. New Indonesian natural ingredients exporters in Seaweed, Essential oils and Plant Extracts: Supported to do business in Europe and ensure compliance with sustainability practices;

Next to that Ministries, research institutes and sector associations will be supported to create a favourable export enabling environment for those existing and new exporters. Technical assistance to these organisations fall under separate contracts.

The official language is English. This language will be promoted throughout the programme, however not all companies in Indonesia will use this language fluently. Therefore knowledge of the Indonesian language is an advantage. If you are not able to communicate in this language, you can decide to add an interpreter to the project, additional costs to be included in your daily rate.

### **2.3 Target Market**

The target markets for this project are the cosmetic and the food processing markets of the European Union, specific countries will be determined based on the strengths of the supported SMEs.



## 2.4 Phases

### Integrated programs

The main goal of all our programs is to develop specific sectors in the countries where we work. We customize our programs to the local situation, tackling those issues that impede export to Europe.

To achieve this, we do not just involve small and medium-sized enterprises. We also work with the 'export enabling environment', on an institutional level, which includes governments, trade promotion organisations, sector associations and other expert organisations. Often we help these organisations improve their services.

When we develop our programs, we work in 4 consecutive steps. **This tender concerns the third step, Implementation.**

1. Value Chain Selection: which value chain/sector has most potential for export to Europe?  
Lead time: 6 months
2. Value Chain Analysis and Business Case Development: what are the bottlenecks in this sector and can we help to solve these?  
Useful research into the Export Value Chain of this particular program can be [found online](#).  
Lead time: 10 months
3. Implementation: we connect with external partners and consultants to solve remaining constraints  
Lead time: 4-5 year
4. Audit and Evaluation: we audit and evaluate each program  
Lead time: 1-3 months

More information about the four steps and the integrated approach can be [found here](#).

We implement our projects on both a business level and an institutional level. The scope of this tender assignment is limited to the business level and includes Business Export Coaching:

- coach SMEs to have their internal and product processes comply with European market standards, including the OECD guide lines.
- enable SMEs to bring their tailor-made export strategy to the European market
- enable SMEs to build and maintain a network on the European market.

### Business Export Coaching

A significant number of SMEs in Indonesia have export potential, but lack sufficient export marketing knowledge/skills and export capacity in terms of value addition, quality norms & standards and accessing (the right) markets. With the objective of sustainable export growth of SMEs, CBI will build their export competencies through:

- *Individual export coaching:* Export coaching will be provided to the group of selected companies, who comply with certain selection criteria (related to their potential on the European market, as well as their need for support). One of the outputs each participating company will produce is the Export Marketing Plan (EMP). Each selected SME will start receiving individual coaching from a CBI sector expert specifically assigned to the company. This coaching – on a confidential basis – will focus on the implementation of the action plan made during the EMP development. To this end, CBI will be sending the consultant on Technical Assistance Missions. These missions take place throughout the whole project. The intensity varies from one to three times a year, depending on the number of issues per company/group. These missions will focus on the output areas marketing, production, and human resources.
- *Group training:* Training sessions on location will be organized for all participating companies to train their management and staff in sector-wide issues in the scope of the marketing, production, and human resources output areas. The proposed program includes amongst others the following thematic sessions: marketing research, market access requirements, effective trade fair participation, online marketing, costing and pricing, certification and transparency, supply chain management.

- *Certification support:* For those companies that need support in certification processes (for quality, sustainability, safety, CSR or other types of certification), technical assistance will be offered. This fits within the scope of the production and human resources output areas.
- *Trade fair participation:* Targeting the marketing output area, improved export marketing capacity of SMEs is an important prerequisite to establish direct access to export markets. Once this export capacity of the involved enterprises has been built sufficiently, CBI will facilitate direct export links with EU buyers. An important highlight for participants is their participation in a 'Market Orientation Mission' to the different international markets. During this one-week mission participants will get a chance to discover the market, meet importers and study distribution channels and market trends. In addition, we will be taking the companies to the different trade fairs on the identified markets. The main trade fairs will be Food Ingredients, InCosmetics and for instance BIOFACH. Based on the identified markets we will determine the trade fair schedule per year in the yearly project plans.

Part of the implementation is the selection and auditing of the companies. Pre-selection and pre-auditing will have taken place at the start, however final auditing and selecting need to still take place and is part of the activities for the Business Export coaching.

## **2.5 Role of the Consultant**

The Consultant is responsible for the SMEs (Small and Medium Sized Enterprises) participating in the Business Export Coaching (BEC) Project, and is required to coach them to become competent exporters, and to achieve the related results that have been set out in the project's Monitoring and Evaluation Plan. This coaching will focus on the implementation of the action plan and will take place during on-site visits to each company by the Consultants as well as from a distance.

The Consultants carry out their work under the direct responsibility of the respective CBI Project Managers in The Hague, who are in charge of the overall management, monitoring, budget and results of the project.

### *Export Coaching and Connecting to European markets*

The Consultant

1. supports in business development by opening up his European network to the local companies and connecting them with European importers and other relevant partners;
2. Advises on improving the critical export success factors, such as marketing, product development, supply chain management, pricing, sales promotion, logistics, communication, market knowledge, applying market analysis, sustainability, company management, finance etc.;
3. Conducts follow-up coaching to the participating companies that have received training from other specialised CBI Consultants on issues like sustainability, digital marketing, and organisational management;
4. Advises on implementing innovative processes and adding innovative content to the CBI program.
5. Advises CBI and project partners on the readiness of the companies for market entry;
6. Assists the companies selected for participation in an international trade fair or road show and advises CBI and IPD (responsible for the market entry activities in this programme), other CBI project partners and participants in their preparations for these events;
7. Coaches the companies to find and establish business linkages with European buyers in close coordination with CBI project partner IPD who takes care of the guidance of participants during market entry activities in Europe;

8. Promotes the project among European buyers and involves them in the project, shares contacts of European buyers and other relevant contacts with CBI, IPD and other project partners.

The average expected planning for the Consultant activities in the project is 2 times technical assistance mission per year and 1,5 day per company per year for Distant Guidance. Please note: this planning might vary according to the needs of the companies and the need for facilitation of market entry activities. Decisions on allocation of activities will be taken by the CBI Project Manager and supported by arguments taking into account the company needs for specific skills as well as budget considerations.

#### *Export Training*

Consultants are required to conduct group training sessions, or organise workshops for participating companies and other SMEs, cooperatives or producer associations on issues relevant for the European market. This is done on the request of the CBI Project Manager and in coordination with other consultants working on the project.

The following tasks will need to be carried out:

- Prepare, conduct and evaluate group training sessions for participating companies and other SMEs, and sector organisations on issues for which European market knowledge in the sector is required;
- Provide input to training program conducted by other CBI-approved trainers (for example on digital marketing or organisational effectiveness), to ensure that the training program is tailored to the needs of the participating companies.

#### *Monitoring & Evaluation*

Additionally, Consultants play an essential role in the project's Monitoring & Evaluation. In their role as personal coaches of the participating companies, they are expected to monitor progress of the companies in the implementation of their action plans, and periodically report to CBI regarding such progress, as well as on the progress of other activities that may be assigned to the Sector Consultant.

The following tasks need to be carried out as part of the M&E process:

- Continuously monitor the progress of companies and project partners in carrying out action plans by using the CBI online system (HBAT);
- Annually collect and report on export and employment data of participating companies;
- Write and submit mission reports and periodic progress reports to CBI;
- Provide input for CBI's annual progress reports towards the Dutch government

#### *Marketing & Communication*

Consultants play an essential role in the project's marketing and communication, for example by providing text for external communication items on project activities in which they are involved, following established CBI communication formats.

### **2.6 Role of the Consultant within the project team**

The Consultants are required to work within a larger team of local and international external experts and service providers, contracted by CBI for specific project activities, as well as with CBI staff (in particular The Hague based Project Managers and Project Officers). It is not yet clear how many or what type of external experts and other service providers will be contracted by CBI, but it is likely that they will include:

- Logistical service providers for the European Market Orientation mission
- Training Coordinators for the European Market Orientation mission
- Export Marketing Planning experts
- Trade Fair Participation skills experts
- Institutional strengthening / Organisational development experts
- Legal experts
- Sector marketing / branding experts
- Financial / Access to Finance experts

- Experts in specific certifications or standards
- CSR experts
- On-line promotion experts

## 2.7 Lots

The invitation to tender has been divided into 3 lots (see table below). By using a mechanism of a general framework agreement and further agreements for specific assignments, it is possible to plan the activities in line with the development of the project and to specify the exact scope at the moment that an expert is needed. Per lot we indicate the number of Contracts we plan to arrange. Tenderers may submit proposals for more than one lot but can only be awarded one (1) Contract. This is because in both lots the projects require the full dedication and capacity of an expert. If a tenderer has submitted the most advantageous tender in more than one lot, the tenderer will be awarded the lot with the highest SCORE. As a consequence, the number two in the ranking in the other lot(s), will be awarded the other lot(s).

Lot	Number of Contracts
1. Seaweed Derivatives Expert	1
2. Cosmetics Market	1
3. Health and food Ingredients Market	1

## 2.8 Contract Period

The Tendering authority intends to conclude a Contract for a period of 2 years, including a unilateral option for the Tendering authority to extend the contract maximum two times by 1 year.

## 2.9 Scope of the assignment

The Tendering authority has estimated a total contract value of EUR 390,000. (exclusive of VAT). The value of each lot is estimated as EUR 130,000. (exclusive of VAT).

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 Tendering authority's expansion or contraction resulting from this, or changes to the Tendering authority's position within the government or to the targets that must be met. In the event such circumstances occur, the Tendering 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. 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 you are eliminated from contention.

#### 3.1 General requirements

G.1. The execution of the assignment must be done by one single expert. The reason for this is that one contact point is needed for the companies. The personal approach towards the stakeholders is important in order to optimally fulfil the expert role. If a collaboration is needed to fulfil the suitability requirements, then such collaboration is possible, provided that one single expert will be the contact point for the stakeholders.

G.1. The expert must be able to act fully independent and without any conflict of interest as a representative of CBI in the natural ingredients sector. This entails, among others, that the expert should not be contracted or employed by (or own) selling parties or importing companies that trade in products covered by this tender from developing countries covered by this tender.

G.2. Demonstrable good communication skills in the English language, both spoken & written.

G.3. Proven well-developed intercultural sensitivity skills.

G.4. Demonstrable coaching skills.

G.5. Team player who can cooperate in diverse team structures (information sharing, conflict solving)

G.6. Demonstrable training skills.

#### 3.2 Requirements relating to professional experience

##### Lot 1: Seaweed expert

P.1. Consulting experience in exporting to the European Food or Cosmetics market of seaweed derivatives (at least five years of experience within the last ten years).

P.2. B2B marketing and promotion (consultancy) experience for exports to the European market, or (consultancy for) imports into the European market in one of the sectors covered by the project (at least three years of experience in the last eight years).

P.3. Production and supply chain management in seaweed processing (at least three years of experience in the last eight years).

P.4. Individual coaching/training/advisory experience of seaweed processing companies in the field of market prospects, production process (incl. environmental, social, quality and safety standards), products, pricing, sales promotion, logistics, communication, export knowledge, market knowledge, R&D capacity, company management, finance (at least three years of experience in the last five years).

P.5. Experience in coaching of companies by using distant guidance techniques like e-mail and skype (at least three years of experience within the last five years).

P.6. Experience with conducting trainings and workshops in developing countries in the English language regarding export marketing and management for seaweed sector (at least 50 hours of experience during the last five years).

##### Lot 2: Cosmetics Expert

P.1. Consulting experience in exporting to the European market of cosmetic ingredients (at least five years of experience within the last ten years).

P.2. B2B marketing and promotion (consultancy) experience for exports to the European market, or (consultancy for) imports into the European market in one of the sectors covered by the project (at least three years of experience in the last eight years).

- P.3. Production and supply chain management in the natural ingredients sectors of essential oils and herbal extracts (at least three years of experience in the last eight years).
- P.4. Individual coaching/training/advisory experience of essential oils and plant extract for cosmetics companies in the field of market prospects, production process (incl. environmental, social, quality and safety standards), products, pricing, sales promotion, logistics, communication, export knowledge, market knowledge, R&D capacity, company management, finance. (at least three years of experience in the last five years).
- P.5. Experience in coaching of companies by using distant guidance techniques like e-mail and skype (at least three years of experience within the last five years).
- P.6. Experience with conducting trainings and workshops in developing countries in the English language regarding export marketing and management for the cosmetic sector) (at least 50 hours of experience during the last five years).

### **Lot 3: Health/Food Ingredients Expert**

- P.1. Consulting experience in exporting to the European market of food ingredients with a focus on health ingredients (at least five years of experience within the last ten years).
- P.2. B2B marketing and promotion (consultancy) experience for exports to the European market, or (consultancy for) imports into the European market in one of the sectors covered by the project (at least three years of experience in the last eight years).
- P.3. Production and supply chain management in the natural ingredients sectors of plant oils and herbal extracts (at least three years of experience in the last eight years).
- P.4. Individual coaching/training/advisory experience of essential oils and plant extracts companies in the field of market prospects for the health/food sector, production process (incl. environmental, social, quality and safety standards), products, pricing, sales promotion, logistics, communication, export knowledge, market knowledge, R&D capacity, company management, finance (at least three years of experience in the last five years).
- P.5. Experience in coaching of companies by using distant guidance techniques like e-mail and skype (at least three years of experience within the last five years).
- P.6. Experience with conducting trainings and workshops in developing countries in the English language regarding export marketing and management for the cosmetic sector) (at least 50 hours of experience during the last five years).

## **3.3 Requirements relating to knowledge**

### **Lot 1: Seaweed**

- K.1. Excellent knowledge of the latest trends and developments, distribution channels, and market players in the EU in the seaweed derivative markets.
- K.2. Fully acquainted with the latest supply chain issues in the seaweed market and related innovations
- K.3. Profound knowledge of regulations and buyer requirements, incl. Corporate Social Responsibility in the European cosmetics and food ingredient sector.
- K4. Adequate knowledge on relevant aspects related to seaweed processing in developing countries

### **Lot 2: Cosmetic**

- K.1. Excellent knowledge of the latest trends and developments, distribution channels, and market players in the EU in the cosmetic ingredients markets.
- K.2. Fully acquainted with the latest supply chain issues in the cosmetic ingredients market and related innovations
- K.3. Profound knowledge of regulations and buyer requirements, incl. Corporate Social Responsibility in the European cosmetics sector.
- K4. Adequate knowledge on relevant aspects related to essential oil and plant extract processing in developing countries

### **Lot 3: health/food ingredients**

- K.1. Excellent knowledge of the latest trends and developments, distribution channels, and market players in the EU in the health and food ingredients markets.

- K.2. Fully acquainted with the latest supply chain issues in the ingredients market and related innovations
- K.3. Profound knowledge of regulations and buyer requirements, incl. Corporate Social Responsibility in the European food ingredient sector.
- K4. Adequate knowledge on relevant aspects related to essential oil and plant extract processing in developing countries

### 3.4 Requirements relating to the prices/rates (all lots)

- R.1. The Tenderer will provide the rate in euro applicable to this assignment by filling in the appendix entitled 'Prices/Rates'.
- R.2. The rates must be in euros and 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 usage of equipment and machinery during the assignment, insurance costs, any applicable costs for e-invoicing and local travel and local accommodation expenses. "Local" is the country where the consultant is based.
- R.3. The Tenderer will not submit any zero or negative prices/rates, including for parts of the agreement.
- R.4. The rate is fixed for the duration of the framework agreement and cannot be indexed.
- R.5. The Tenderer will charge retrospectively based on actual costs and specify daily rate. The maximum daily rate is €700, - excl. VAT.

### 3.5 Tax-related requirements (all lots)

- T.1. The Tenderer indemnifies the Tendering authority against any claims from the Dutch Tax and Customs Administration (*Belastingdienst*) or other tax authorities.
- T.2. The Tenderer will quote the prices according to the following structure:
- the amount excluding Dutch VAT and any VAT due outside the EU;
  - the amount of Dutch VAT due (if applicable) and the amount of any VAT due outside the EU, and;
  - the amount including Dutch VAT (if applicable) and any VAT due outside the EU.
- T.3. If the Tenderer indicates that no VAT is applicable, then he agrees to provide documentary proof of the grounds for this to the Tendering authority within fifteen calendar days of the request to do so.
- T.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 Tendering 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 Tendering authority procures a service from a foreign business and Dutch tax law considers the work to have been performed in the Netherlands, then the Tendering authority is liable for the payment of VAT to the Dutch Tax and Customs Administration for this/these service(s) performed in the Netherlands.
- T.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.
- T.6. You indemnify the Tendering 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.
- T.7. Given the nature of this assignment, which includes development cooperation that exclusively benefits developing countries, 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 30 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.

T.8. It is not allowed to charge Netherlands VAT over this amount if the registered office of the contractor is outside The Netherlands. RVO pays the Netherlands VAT to the Netherlands tax authority.

### **3.6 Invoicing requirements (all lots)**

I.1.1 The payment schedule will be agreed upon in the further agreement.

I.1.2 You must include a summary of the actual hours/days worked in accordance with the applicable rates.

Accommodation and other local costs e.g. meals, local transport may be invoiced up till a maximum of the applicable Daily Subsistence Allowance (DSA) rates. For Indonesia this maximum DSA is €250 per diem. Local flights, train or travel expenses between main project locations will be invoiced based on actual costs. This is not applicable for local applicants.

#### **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 4 different ways:

- The invoicing portal of the Dutch government
  - Link with Digipoort
  - E-invoicing with your own (accounting) software package through Simpler invoicing
  - E-invoicing through a service provider.
- See attached "Brochure e-factureren".

#### **For companies not established in the Netherlands**

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

### **3.7 Travel Policy (all lots)**

The following travel policy must be adhered to:

- International flight tickets and hotel must be booked by the expert itself and can only be reimbursed if valid receipts are added to the invoice.
- All flight tickets will be economy class.



## 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 with a handwritten signature, scan it and submit it together with your Tender via TenderNed.

### 4.2 Exclusion Grounds

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

- all Exclusion Grounds specified in Part 2;
- the Exclusion Grounds in Part 3 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)

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.

**Please refer to <https://ec.europa.eu/tools/ecertis/search>**  
**eCertis is the information system that helps you identify different certificates requested in procurement procedures across the EU.**

### 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 Part IV of the annex 'European Single Procurement Document' (which uses the term 'Selection Criteria' to refer to the Suitability Requirements), the Tenderer declares that he complies with the Suitability Requirements as specified in this subsection of the Tender document. These Suitability Requirements are further specified in the subsequent paragraphs in this section.

#### **4.3.1 Financial and economic standing**

By signing the 'European Single Procurement Document', the Tenderer declares:

- a. That he possesses sufficient financial and economic capacity to fulfil the contractual obligations.
- b. That the Tenderer is unaware of any possible claims against him that may compromise his organisation's financial-economic capacity or continuity, and that no investment is required during the Contract period that may have a similar compromising effect.
- c. That the Tenderer has a sufficient level of professional and/or statutory liability insurance for the fulfilment of the assignment and that in the event of the Contract being awarded to him, will remain sufficiently insured throughout the duration of the assignment(s).

Evidence (do not submit together with the Tender – *only submit it when requested to do so*):

- a. Proof of insurance against business risks.
- b. Annual accounts or extracts from the annual accounts if the law in the country in which the Tenderer is established requires publication of annual accounts.
- c. A statement concerning the total turnover and the turnover for the business activity that is the subject of the contract, applicable to at most the last three available book years, depending on the formation date or the date on which the Tenderer commenced his professional activities, to the extent that such turnover figures are 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:

- Coaching Small and Medium-sized companies in the Natural Ingredients sector from developing countries in their exports to the European market.
- Providing match making services between European customers and Small and Medium-sized companies in natural ingredients sector from developing countries
- Coaching Small and medium-sized companies to include gender, social and environmental standards in their business processes

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.

**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 not submit together with the Tender – only submit it when requested to do so):

Provide one reference assignment for the core competence mentioned above. The reference(s) must be signed by the referee (the Contracting authority in question)

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

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

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

## 5. Award criteria and assessment

### 5.1 Introduction

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

The assessment consists of 4 steps.

1. A maximum of 80 points can be obtained for your response to the “written” award criteria as described in 5.2.1 up to and including 5.2.5. The Tenderer must score a minimum of 40 out of the 80 points that can be obtained on these award criteria. If the award criteria are valued with a lower score than 40 points out of the 80 points, the Tender is set aside and excluded from further participation in the tendering process, including the interview and will not be further assessed on the interview and prices/ rates.
2. 10 points can be obtained for the interview. In order to qualify for the interview Tenderer must score 40 of the 80 quality points that can be obtained on the above mentioned award criteria as described in 5.2.1 up to and including 5.2.5.
3. Assessment of the prices/ rates with a maximum of 10 points. If the daily rate is higher than € 700.- excl. VAT the Tender is set aside and excluded from further participation in the tendering process.
4. The maximum total points that can be obtained is **100 points**.

### 5.2 Quality preferences

In providing your response:

1. Describe the situation, your role, your actions, advise, and results achieved and take into account the maximum words.
2. Relate your answer as much as possible to a position mentioned in your CV. Please hand in a CV with a maximum of three (3) pages.

#### 5.2.1 Preferences relating to persuasiveness

Max. no. of points available	Assessment aspects:
20	Describe a situation showing you have successfully convinced (aspiring) natural ingredient exporting companies, that were initially hesitant or reluctant, e.g. to share information/documents, to change their export strategy, to invest in certification/trade fair participation/other actions necessary to comply with EU market requirements, etc.

#### 5.2.2 Preferences relating to your network among European buyers

Max. no. of points available	Assessment aspects:
20	<p>Lot 1: Give two examples of how you have used your network to establish successful matches between European importers and seaweed derivative exporters from development countries.</p> <p>Lot 2: Give two examples of how you have used your network to establish successful matches between European Health/Food Ingredient importers and essential oils or plant extracts exporters from development countries.</p>

	Lot 3: Give two examples of how you have used your network to establish successful matches between European Cosmetic Ingredient importers and essential oils or plant extracts exporters from development countries.
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### **5.2.3 Preferences relating to pro-activeness**

Max. no. of points available	Assessment aspects:
15	Give a work related example of your pro-active attitude in relation to the companies you guided and other stakeholders in the project.

### **5.2.4 Preferences relating to coaching skills on sector-wide topics**

Max. no. of points available	Assessment aspects:
15	Give an example in which you've successfully coached SMES in a developing country context on sector-wide topics in the export value chain.

### **5.2.5 Preferences relating to political and intercultural sensitivity**

Max. no. of points available	Assessment aspects:
10	Describe a situation in which you used your diplomatic and intercultural skills to achieve your goals in/with the public sector in developing countries.

### **5.2.6 Interview**

Max. no. of points available	Assessment aspects:
10	<p>An interview will be organised by SKYPE.</p> <p>The interview will be in English. Before the interview you will receive an overview with questions that will be asked. The questions will be the same for all Tenderers.</p> <p>The interview will have a maximum length of 20 minutes. Tenderer must reserve 30 October 2019 for this interview. The exact time will be communicated a couple of days in advance. <u>Please mention your skype name in your CV.</u></p> <p>The following questions will be asked during the interview:</p> <ol style="list-style-type: none"> <li>1. Could you explain what drives you to apply?</li> <li>2. The project in Indonesia consists of a variety of disciplines of which Business coaching is one element. To make this project a success it is necessary that the experts work in a team. Can you explain what type of team player you are and which of your characteristics can contribute to creating effective team work?</li> <li>3. My company is looking forward to export to the European market. How you would convince me to make sure all relevant CSR standards are met in my production and supply chain?</li> <li>4. One element of the CBI programme is connecting production companies in an early stage to European importers. How would you create willingness on the side of the importers to invest time in the</li> </ol>

	development of Indonesian companies without giving them exclusivity rights?
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### **5.2.7 Preferences relating to prices/rates (exclusive of VAT)**

Max. no. of points available	Assessment aspects
10	Amount of the day rate (maximum of €700 all-in, excl. VAT)

## **5.3 Assessment method for qualitative preferences**

### **5.3.1 Assessment of preferences in relation to qualitative preferences**

In the list of preferences, the assessment aspects to which the preference relates and the weighting of the preference are indicated.

During assessment, the assessment team will work in accordance with the following scale.

Quality offered	Percentage of maximum number of points for each preference
Excellent, with added value	100%
Very good, with some added value	90%
Good	80%
Very satisfactory	70%
Satisfactory	60%
Reasonably satisfactory	50%
Mediocre, not entirely satisfactory	40%
Very mediocre	30%
Poor, unsatisfactory	20%
Very poor, unsatisfactory	10%
No result	0%

### **5.3.2 Assessment of preferences in relation to prices/rates**

Price is lower than 610	10 points
Price is 610 up to and including 619,99:	9 points
Price is 620 up to and including 629,99:	8 points
Price is 630 up to and including 639,99:	7 points
Price is 640 up to and including 649,99:	6 points
Price is 650 up to and including 659,99:	5 points
Price is 660 up to and including 669,99:	4 points
Price is 670 up to and including 679,99:	3 points
Price is 680 up to and including 689,99:	2 points
Price is 690 up to and including 699,99:	1 point
Price is 700:	0 point
Your price is higher than max. Price > € 700	Exclusion from the tender process

The maximum daily rate is € 700.- excl. VAT. Failure to comply with this requirements will result in your Tender being disqualified from the assessment process and therefore you are eliminated from contention.

## **6. Assessment of the Tender**

### **6.1 Assessment of the Tender's completeness and legal validity**

The Tender will be assessed according to the following procedure. The Tendering authority will check whether:

1. all required documents have been provided (see the checklist in the subsection 'Structure and content of the Tender' in Section 7);
2. the information is correct and complete, and no adjustments have been made to the documents provided by the Tendering authority;
3. no provisos have been made by the Tenderer (e.g. specifying that the Tenderer's own terms and conditions apply);
4. the 'European Single Procurement Document' has been completed in full and has been legally signed.

In the event that the aforementioned requirements have not been complied with, the Tender will be excluded from assessment and further participation in the tendering process, unless rectification is permitted within the boundaries of public procurement legislation.

### **6.2 Assessment of requirements relating to the assignment**

Subsequently, the Tender's compliance with the requirements to the assignment (see Section 3) will be assessed. Any Tenders that do 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. The assessment of the award criteria consists of 4 steps.

1. Your written responses on the following qualitative award criteria are assessed.  
A maximum of 80 points can be obtained for your responses to these award criteria.  
Tenderers who do not meet the minimum number of points of 40 on these criteria are set aside and are excluded from further participation in the tendering process including the interview and will not be further assessed on the interview and prices/ rates.
2. A video interview will be arranged by Skype. The interview will be in English. The interview will start off by asking the tenderer to give a short introduction and reply to a few questions. These questions will be the same for all Tenderers who have qualified for the interview. These questions can be found in paragraph 5.2.6. The interview will have a maximum length of 20 minutes. The Tenderer must reserve 30<sup>th</sup> October 2019 for this interview. The exact time will be communicated a few days in advance. Please mention your skype name in your CV. A maximum of 10 points can be obtained for the interview.
3. Assessment of the prices/ rates with a maximum of 10 points.
4. The total score (written responses + interview + price) will be determined.

### **6.4 Determination of definitive total score**

The Contract will be awarded based on the Most Economically Advantageous Tender principle. The Most Economically Advantageous Tender is the Tender that obtains the highest definitive total score.

The Tenderer's definitive total score will be rounded off 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 sub criterion 5.2.2. In the event that the highest scoring Tenderers also achieve an equal score for this sub criterion, then determination of the Tenderer to which the Contract will be awarded will be made by drawing lots.

### **6.5 Assessment of evidence**

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

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

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

The evidence must demonstrate that the Tenderer indeed complies with the content of both the 'European Single Procurement Document' and the Tender. Following the Tendering authority's request to provide the evidence, the Tenderer has 15 (fifteen) calendar days to hand over the required evidence. If the Tendering authority does not agree with the content and/or validity of one or more of the pieces of evidence provided by the winning Tenderer, then this could result in the winning Tenderer being excluded from further participation in the process. In such cases, the Tendering authority will inform every Tenderer of this situation. The Tendering authority will then determine the next Most Economically Advantageous Tender. The score of the Tenderer that has just been excluded will be removed. The calculations will then be carried out once more and a new ranking will be created. The award process will then be conducted again.

In the event a winning Tenderer does not qualify for the definitive award of the Contract, then all Tenderers will be notified of this and the consequences thereof concerning the award of the contract.



## 7. Submission procedure for Tenders

### 7.1 Statement of agreement

By submitting a Tender, including the 'European Single Procurement Document', the Tenderer explicitly consents to all requirements and conditions stipulated in this Tender document and the Memorandum of Information and declares that he will continue to comply therewith throughout the entirety of the contract period. Furthermore, the Tenderer confirms that he will comply with all of the specified prices and rates, including any agreed indexation. Failing to comply with one or more requirements will result in his Tender being disqualified from the assessment process and therefore excluded from the Tender process.

### 7.2 Time Frame

See time frame in Subsection 1.4.

### 7.3 General procedure

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

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

#### 7.3.1 Communication

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

Once you have indicated your interest in this invitation to tender on TenderNed, you can send and receive messages about this tender process via 'My Tenders'. Any questions concerning the tender process can be sent to the Tendering authority's contact person via TenderNed.

You will receive messages via TenderNed. Via your personal TenderNed settings, you can turn on automatic notifications, including notifications to your private email address. It is your responsibility to ensure that these emails are not blocked by your email provider's security system. If the communication cannot be conducted via TenderNed, you can contact the following contact person(s):

Robin Mooijman: [robin.mooijman@rvo.nl](mailto:robin.mooijman@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 18:00 CET on 0800-8363376 or via [servicedesk@tenderned.nl](mailto:servicedesk@tenderned.nl). You can also consult the eHandbook via <http://www.tenderned.nl/egids/>.

#### 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 <http://www.tenderned.nl/eherkenning-en-tenderned-0> 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 <https://www.tenderned.nl/cms/english/six-steps-bidding-public-procurement-contracts-online-through-tenderned>.

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

#### ***Answers from the Tendering authority***

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

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

The Tender must be valid for at least the 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 which (can) occur by not winning this Tender by the decision of the Tendering authority, are at the expense 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 situations, Tenderers are not entitled to compensation for any costs whatsoever incurred as a result of this tendering process.

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

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

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

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

The Tenderer must take into account his obligations relating to environmental, social and employment law in compliance with article 2.81 paragraph 2 of the Public Procurement Act.

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

Information on taxes: the Dutch Tax and Customs Administration: ([www.belastingdienst.nl](http://www.belastingdienst.nl)).

Provisions concerning environmental protection: the Ministry of Infrastructure and Water Management ([www.rijksoverheid.nl](http://www.rijksoverheid.nl)).

Provisions pertaining to occupational health and safety and terms of employment: the Ministry of Social Affairs and Employment: ([www.rijksoverheid.nl](http://www.rijksoverheid.nl)).

#### **7.3.10 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.

#### **7.3.11 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.

#### **7.3.12 Dispute resolution**

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

#### **7.3.13 Submission of the Tender**

The deadline (date and time) for submission of Tenders is stipulated in the 'Time schedule' (1.4) and it is a final deadline.

- 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 this invitation to tender via TenderNed's announcements platform.
- For more information on registering and establishing your organisation with TenderNed and digital submission of your Tender, visit <https://www.tenderned.nl/cms/english/six-steps-bidding-public-procurement-contracts-online-through-tenderned>.
- Only Tenders that have been submitted to the digital safe for this invitation to tender either prior to or on the day of the deadline (prior to the time of the deadline) will be processed by the Tendering authority.
- The time and date as displayed on the digital countdown clock in TenderNed serves as the definitive deadline for the submission of Tenders.
- The Tendering authority is only able to see the Tenders once the digital safe opens in TenderNed. This safe can only be opened upon expiry of the deadline for the submission of Tenders.
- In the event you have technical issues or questions regarding submission of your Tender via TenderNed, you can contact the TenderNed service desk via [servicedesk@tenderned.nl](mailto: servicedesk@tenderned.nl) or +31 (0)70-3798899. If you believe that the TenderNed service desk is taking too long to answer your question or comment, then you can contact your contact person within the Tendering authority.
- Any risks resulting from late submission of the Tender and/or submission of an incomplete Tender is borne by the Tenderer.
- The Tendering authority is neither responsible nor liable for any consequences resulting from a Tender that is submitted too late, incorrectly or incompletely.

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

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

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

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

Subject	Description	Action required from tenderer
Annex 1	European Single Procurement Document*	Fill in, legally sign and add to TenderNed
Award criteria	Tender, including a general response to the Tendering authority's award criteria.	Add to TenderNed
'Prices/Rates ' annex	Prices/rates included in the quotation	Add to TenderNed
CV's	CVs	Add to TenderNed

\* See Subsection 7.3.16 in the event your Tender is submitted in collaboration with other companies.

### **7.3.15 Legal signature**

A legal signature signifies that the document in question has been signed by a legally authorised representative.

If it is recorded in the professional or trade register that two or more people are only jointly authorised to represent the organisation, then the documents requiring a legal signature must be signed by those two or more people. If any limitations are in place regarding authorisation to represent the organisation, then this must be taken into account.

The 'European Single Procurement Document' must be signed with an original and handwritten signature (hereinafter referred to as: a 'handwritten signature') by the legally authorised representative(s).

The documents bearing the handwritten signature must be scanned and added to your Tender.

**Please note:** Although the 'European Single Procurement Document' offers the opportunity to add a digital signature, the Tendering authority requires a handwritten signature. The lack of a handwritten signature in principle leads to exclusion from the tendering procedure. If a handwritten signature is missing, you will be given one single opportunity to correct it.

### **7.3.16 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, then the entities in question must complete and sign Part II C of the 'European Single Procurement Document' (in compliance with the provisions specified below in the subsection 'Submitting a tender together with subcontractors' in the eventuality that subcontractors are obliged to demonstrate their capacity).
- 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, then the subcontractor(s) in question must also complete and legally sign Part II C of the 'European Single Procurement Document'.

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 successful principal contractor provides the following information:

the name, contact details and legal representatives of the subcontractor that will be involved in the execution of the services.

#### **7.3.17 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.

#### **7.3.18 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.

#### **7.3.19 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.) must also be provided in English.

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

#### **7.3.20 General terms and conditions**

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

#### **7.3.21 Contract conditions**

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

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

#### **7.3.22 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.

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

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

#### **7.3.24 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. This must be done no later than 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.

*Interests 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.

#### **7.4 Further Agreements within the Contract**

An assignment within a Contract is referred to as a Further Agreement.

There will be a yearly assignment with a yearly program within the scope of this Tender.

Additional tasks can be given during the year.

## **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: Prices/Rates

Annex 3: Draft Contract

Annex 4: General conditions ARVODI 2018

Annex 5: "Brochure E-factureren Rijksoverheid"

Annex 6: Draft Further agreement

Annex 7: Complaints Procedure