

Ministry of Economic Affairs
and Climate Policy

Tender Document

Invitation to tender in accordance with the European open procedure for the procurement of an Expert for Business Support Organization (BSO) Development in the processed mango sector in Burkina Faso, Mali and Ivory Coast.

Publication date: 13 October 2020
Status: definitive
Reference: 202009051

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Definition of terms

BSO	Business Support Organisation
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>)
Data 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 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 an Expert for Business Support Organization (BSO) Development in the processed mango sector in Burkina Faso, Mali and Ivory Coast.

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), part of the Netherlands Enterprise Agency (RVO.nl) of the Ministry of Economic Affairs & Climate Policy. 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 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 programs 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](#) 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

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 institutional support to Businesses Support Organizations (BSO). The main task of this assignment is to strengthen the BSOs in the three target countries and strengthen institutional cooperation at sector level. This will be done through coaching and advice to the mango sector associations on sector strategy and planning, increased level of services for members, and increased cooperation within the sector. The

assignment is for the processed mango sector in Burkina Faso, Mali and Ivory Coast. This invitation to tender is not divided into lots (see 2.3 Lots).

1.4 Time frame

The schedule below applies to this tendering process.

13 October 2020	Issuing of publication, start of tendering period.
2 November 2020, 13:00 pm CET	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).
12 November 2020	Issuing of Memorandum of Information
23 November 2020, 13:00 pm CET	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering authority.
23 November 2020 up to and including 15 December 2020	Assessment of Tenders.
15 December 2020	Announcement of the award of the Contract.
5 January 2021	Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract.
30 December 2020	Deadline for the winning Tenderer to provide the evidence requested by the Tendering authority.
January 2021	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 overall objective of this project is to maintain the current EU market share of processed mangoes from Burkina Faso, Mali and Ivory Coast, and increase the export of processed mangoes (especially dried) by SMEs in the three focus countries to the EU and professionalize the sector.

This is done through:

1. Professionalization of the Mango Processing Companies (SMEs) (technical support)
2. Professionalization of the Mango Processing Companies (SMEs) (business support)
3. Strengthening the Export Enabling Environment (EEE) in the three target countries
4. Increasing EU Market connections.

This will lead to improved quality of the products, increased employment and income opportunities, creating at least 1010 decent jobs (majority being seasonal). This assignment will focus on pillar 3: "Strengthening the Export Enabling Environment (EEE) in the three target countries".

The envisaged dot on the horizon is that the sector reaches a tipping point after which the SMEs and sector associations are capable to continue the needed steps for quality improvement themselves without donor support. Therefore, the interventions will include training of local trainers and embedding skills in local organisations, even if this requires extra efforts. All mentioned strategy interventions are focused at two direct target groups: 1) 25 SMEs and 2) BSOs/Export Enabling Environment.

The 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.

Project targets include for instance:

- 20 SMEs report export growth to European markets
- 25 SMEs developed the Corporate Social Responsibility Roadmap
- 25 SMEs have a completed Export Marketing Plan
- 25 SMEs participate in EU market entry activities
- 3 sector associations deliver a sector strategy and action planning
- Cooperation among stakeholders in the sector has improved
- Local service suppliers for certification services has increased.

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

The target group for the activities under this tender is the enabling environment in the processed mango value chain of Burkina Faso, Mali and Ivory Coast. These are the sector organisations APROMA-Burkina, and the sub-divisions UNPM-B, PTRAMA-B, APEMA-B, Inter-Mangue RCI, Inter-Profession Mangue Mali, ARMAO (West-Africa mango association).

Other beneficiaries are: A total of 25 selected mango processing companies in Burkina Faso (15), Mali (5) and Ivory Coast (5).

The official working language is French. The reporting language of the assignment is English.

2.3 Target Market

The project is focused on export sector development in Burkina Faso, Mali and Ivory Coast. The target markets for the exports are the European Union and EFTA countries. Specific target countries within the European market are to be defined during the project.

Expert for Business Support Organization (BSO) Development in the processed mango sector in Burkina Faso, Mali and Ivory Coast

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](#).

Enabling Environment

We implement our projects on both export business level and institutional level, the so-called enabling environment. **The scope of this tender assignment is limited to the institutional level and includes coaching and support of business support organisations:**

- Support to the sector organisations in the three countries and regional coordination
- Strengthening of the BSOS to improve the services to their members
- Support the BSOs to develop a coordinated sector strategy
- Support the new West African mango association to start up their organisation

About the export enabling environment

The operations of (exporting) companies are affected by factors in the company's environment. Such factors may be either conducive to business and exports, or not. An export *enabling* environment is a business environment that is conducive to export growth: it positively affects the company's capacity to do business and become successful exporters. Elements that make up an export enabling environment are for instance:

- a stable Government and political situation in the country
- export-friendly policies, laws and (tax) regulations
- an adequate physical infrastructure (modern roads, ports, and airports)
- efficient and transparent customs facilities
- sufficient availability and accessibility of financial service providers and credit facilities
- high-quality service providers, laboratories and certification bodies
- adequately skilled export coaching human resources
- sufficient local availability of competitively-priced key inputs for the production of export goods and services
- a positive image of the country among buyers in the export destination markets

Some challenges in the export enabling environment are outside the realm of CBI's capacity, and will not be addressed or solved by CBI. If such challenges are deemed to be critical for export success, they should be addressed by other stakeholders. A number of challenges can however be addressed through interventions that contribute towards a more enabling export environment. The

institutional consultant is responsible for supporting and developing this process with relevant stakeholders. Such CBI interventions depend on the challenges involved.

2.5 Role of the Consultant

The Consultant identifies and implements organisational changes and improvements on different levels of the enabling environment, with the aim for the project countries of improving the export of Processed Mangoes to Europe and becoming an equal partner for buyers in the EU market.

The consultant will work on the development and improvement of the enabling environment in the processed mango value chain, with attention to business supporting export services of the BSOs and sector export marketing planning for the EU market.

The Consultant carries 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.

The Consultant will work together in a team, with the Business Export Coaches (2) and Local coach (1). These consultants are contracted via an earlier published tender.

Institutional Diagnosis Phase

The institutional diagnosis is partly addressed in the VCA. The obstacles in the sector and the needs of the BSOs are to a certain extent known. However, deeper diagnosis is needed. The consultant is expected to start with an institutional diagnosis, to analyse and diagnose in further detail the existing and desired enabling environment in order to create an optimal supporting structure in the processed mango export value chain to the EU.

The Institutional Diagnosis Phase results into a description of:

- Based on available documents and the CBI Value Chain Analysis, a short overview analysis of the current enabling environment of the processed mango export value chain in Burkina Faso, Mali and Ivory Coast.
- The change needed in the enabling environment in order to be able to export successfully to the EU
- The focus areas in the CBI institutional training and coaching
- Areas for collaboration with other donors.

The diagnosis phase is completed with an advisory report and will be followed by the following activities.

Relevant aspects in the role of the consultant

1: Improving export development-services delivery by local institutions to SMEs

The services provided by local institutions do not fully meet the needs of SMEs seeking to export processed mango to Europe. Challenges encountered are institutions' incapacity to:

- Conduct market research and disseminate information on European market requirements, trends and opportunities.
- Support SMEs with the process for quality improvement and certification.
- Develop a fully integrated and coordinated sector strategy and action planning.
- Assist SMEs in their market entry efforts and prepare, organize and give follow-up to high-quality export promotion activities.

An improved service delivery by these local institutions is needed that includes:

- Active regional cooperation that brings together sector stakeholders to define sector priorities and take action accordingly

- Developing a joint sector strategy/action plan to tackle shared challenges. Including guidance to the national sector associations and stimulate active cooperation between the three target countries.

Depending on the initial diagnosis the consultant is/may be expected to take care of:

- **Organisational development of BSOs:** Supporting a BSO in aligning its organisational strategy to better meet SMEs needs, to better position itself towards exporting SMEs. As part of this strategy, CBI experts coach the BSO management and staff, facilitate internal BSO meetings or focus group discussions with clients, or train BSO staff.
- **Developing a BSO's Market Information services:** Supporting a BSO in effectively disseminating Market Information (MI) as a service for their members. As part of this strategy, CBI experts help the BSO to identify the relevant Market Information and improve dissemination among their members.
- **Developing a BSO's Export Promotion services:** Supporting a BSO in establishing or improving its Export Promotion services, in close cooperation with the national Export Organisations like APEX Burkina Faso. The new BSO services could include a closer cooperation in order to facilitate the participation of their members in collective trade fair participations, or trade missions, and online product promotion campaigns.
- **Supporting BSOs in developing and implementing sector strategies:** Supporting a BSO in developing and/or implementing sector strategies to establish a common sector agenda. It implies bringing together sector stakeholders, facilitating multi-stakeholder processes to jointly identify and agree on sector challenges, priorities, solutions and action plans, and establishing collaborative working mechanisms to develop and implement sector strategies. CBI experts are instrumental as they facilitate such processes as outsiders, and bring in (European) market knowledge to ensure that the right priorities are defined, and market-led solutions are identified. This strategy is in practice often combined with other EEE strategies, as the challenges and solutions identified in these sector strategies are often multiple. The above work will be coordinated in Burkina Faso, Mali and Ivory Coast by the local expert. The local CBI expert will be closely involved in decisions regarding the content and guidance strategies.

Please note the support to the sector associations in the mango sector is focussed on Burkina Faso. Most of the activities will take place in Burkina Faso. With regard to the support for the mango association in Ivory Coast, CBI will work in close cooperation with other donors supporting Inter-Mangue. The support to the sector association in Mali will be focussed on the coordination between the three countries related to supporting BSOs in developing and implementing sector strategies.

2: Promote collaboration and coordination among the various stakeholders, focussing on specific topics.

Coordinated effective collaboration between the various private and public sector stakeholders is key for reaching results. The CBI project therefore, where possible will focus on advising/supporting various platforms or existing working groups around the above issues of interest regarding the development of the processed mango sector. In close cooperation with the local CBI expert, the consultant will take care of the identification and motivation of key stakeholders to actively participate in the Atelier Bilan, will advise and coach the platforms towards reaching the intended results, amongst other things by bringing in best practices from other regions in the world.

3: Promoting export-friendly policies, laws and regulations for SMEs

More export-friendly policies, laws and regulations could save SMEs time and resources and could lift the overall standard of the country/sector and bring it closer to meeting international / European market requirements.

Typical challenges in this project include:

- National regulations, regarding quality, safety, or CSR standards, are absent or not aligned with European or international ones;
- Essential product inputs or equipment that needs to be imported carry high import duties;
- Export rules and regulations are complex or intransparent
- Policies, laws and regulations may be well-defined but are not always enforced

The consultant is expected to support the sector association how and where to address these challenges, which strategies to use to achieve results, how to identify key stakeholders, and other steps to take. The consultant can do this by using experiences from other countries and sectors on how to conduct effective lobbying, for example a model to identify key stakeholders, step-by-step planning, formats for strategic planning, facilitate the BSO to form a task force, etc.

The activities could include or relate to one or more of the below issues:

- **Developing national quality standards:** The CBI expert participates in working groups to ensure that the standards that are developed are compliant with European quality or CSR standards.
- **Increasing efficiency in export permit/inspection procedures:** The CBI expert is instrumental in identifying points for improvement and more efficient procedures, meanwhile ensuring the efficiency gains do not compromise on or endanger compliance with key European market requirements
- **Creating awareness about local legislation, and improving legal security and transparency for European importers** The CBI expert is instrumental in creating more awareness and understanding about national legislation.

4: Improving the availability of key inputs, technologies and infrastructure for the production process of exporting SMEs

In order to be able to produce competitive export products, producing SMEs need to have access to all kinds of inputs (e.g. raw material, seeds, fertilizers, seeds, fabrics, parts), appropriate technologies (equipment, machinery) and infrastructure (e.g. processing facilities or laboratories for testing). These are not readily available locally, are scarce and expensive, and often need to be imported from abroad. SMEs production costs rise and their capacity to compete in international markets is negatively affected.

It has been established that SMEs lack access to key inputs, technologies, or infrastructure in this country/sector, because the sector is not yet fully developed, and faces the following challenges:

- Local financial resources are lacking to invest in certain infrastructure,
- Local demand is insufficient for providers of such inputs, technology or infrastructure.
- Local economic structures are not optimal,
- The market for certain key inputs is dominated by one or two dominant players, thereby creating monopolistic or oligopolistic market structures with high prices for SMEs.

The consultant is expected to take care of:

- **Building & strengthening value chain linkages, including training and supporting raw material suppliers of exporting SMEs:** The CBI expert helps in bringing together different value chain actors and supporters, showing the (missed) European market opportunities, identifying weaknesses or obstacles in the chain, facilitating access to credit for raw material providers, and building trust between different value chain actors. For example: exporting SMEs may not have access to certain essential raw materials, because supply chains are weak and lack transparency. Local raw material providers may not be aware of international market opportunities or lack the financial resources to produce the appropriate raw materials for exporting SMEs. The consultant will work closely together with the Business Export Coaches.

2.6 Role of the Consultant within the project team

The Consultant is required to work within a larger team of local and international external experts and service providers, contracted by CBI for specific projects. This will include at least:

- Business Export Coaches (contracted already)
- Local CBI expert (contracted already)

And possibly also:

- Export Marketing Planning experts
- Trade Fair Participation skills experts
- CSR experts
- Experts on:
 - o Gender equality
 - o Certification
 - o Climate change
 - o Youth employment / business start-up coaching
- Access to finance experts

2.7 Lots

The invitation to tender has not been divided into lots, because all the activities are linked and form together one program. By using a framework agreement, 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. We are looking for one expert for this framework agreement.

2.8 Contract Period

The Tendering authority intends to conclude a Contract for a period of 3 years, including a unilateral option for the Tendering authority to extend the contract maximum 2 times by 1 year.

The duration of the total contract period is estimated for a maximum of 5 years because this is the duration of the CBI project. It is important for the participating companies that the consultant remains the same throughout the duration of the program.

2.9 Scope of the assignment

The Tendering authority has an estimated maximum total contract value of EUR 215.000 (exclusive of VAT). Please note: this is a maximum amount. The assignment will consist of further framework agreements with the specified assignments.

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.

The average expected planning for the consultant's activities in the project is a total of six technical assistance missions depending on the number of issues per company/group. In between the missions, the consultant supports the BSOs via Distant Guidance in order to monitor the progress of the BSOs with regard to their agreed action list. The consultant stays in contact via e-mail and skype (or other online platform) meetings.

Please note: this planning might vary according to the needs of the BSOs and the need for facilitation of platform activities. Decisions on allocation of activities will be taken by the CBI project manager and supported by arguments taking into account the BSO needs for specific skills as well as budget considerations.

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.

If the Contractor foresees obstacles in the execution of the assignments within the framework agreement as a result of the Covid-19 crisis, he must inform the Contracting authority as soon as possible. If, in its opinion, the work cannot or cannot be performed to a sufficient extent, the Contracting authority may proceed to immediate termination by means of termination of the

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Agreement. The Contractor will then receive reimbursement of the costs in the event of cancellation by the Contracting authority in accordance with Article 22.6 of ARVODI 2018.

2.10 Safety situation

The assignment takes place in Burkina Faso, Mali and Ivory Coast. The current safety situation according to the Dutch Ministry of Foreign Affairs can be found on the website of the Dutch Government. In case the safety situation doesn't allow local travel, it may be decided to postpone assignments or work with distant coaching or other online forms. The role division between the international and local expert also allow flexibility. We advise the expert to follow the safety advise of their respective countries. Further information on technical assistance to be performed in an area with security risks can be found in the annex.

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

- It is not possible to meet the requirements together if you submit with multiple people. The expert who is the contact person for the BSOs and CBI must meet all requirements independently by himself under chapter 3 of the tender document. The other possible consortium partners or subcontractors are supplementary and supportive and do not have to meet all requirements in person.
- The execution of the assignment must be done by one single expert. Multiple contact persons are not allowed. The reason for this is that one contact point is needed for the BSOs and for the contact with CBI. The personal approach towards the BSOs 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 BSOs.
- The expert must be able to act fully independent and without any conflict of interest as a representative of CBI in the processed mango sector(s). 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.
- Demonstrable good communication skills in the English language, both spoken & written.
- Basic communication skills in the French language (spoken & reading)
- Proven well-developed intercultural sensitivity skills.
- Demonstrable coaching and training skills.
- Team player who can cooperate in diverse team structures (information sharing, conflict solving).
- Reporting skills to communicate on mission results and project progress.
- Experience in coaching by using distant guidance techniques like e-mail and skype (at least three years of experience within the last five years).
- Experience with conducting trainings and workshops in developing countries in the English language regarding export development (at least 50 hours of experience during the last five years).

3.2 Requirements relating to professional experience

- Strongly developed political awareness and sensitivity.
- Proficiency to communicate at different levels with various stakeholders in value chains, in order to build and maintain relations necessary for the project and to represent the CBI interest, both at European and local level.
- Proficiency to build a relationship network with other donor organisations, so that duplication is prevented and planning and thematic alignment is optimal.
- Coaching and consulting experience in the enabling environment on exporting agricultural products to the European market (at least five years of experience within the last ten years) with specific experience in sector and organisational change.

- Coaching and consulting experience with public-private stakeholder dialogue platforms (at least five years of experience within the last twelve years).
- Marketing and promotion (consultancy) experience regarding exports to the European market, or (consultancy for) imports into the European market (at least three years of experience in the last eight years).
- Coaching/training/advisory experience in an export enabling environment in the field of export services development for BSOs, such as services on sector export marketing/promotion and strategy plans, development of services on market intelligence, SME export coaching, market entry activities (at least five years of experience within the last twelve years).
- At least 120 hours experience in conducting trainings and workshops on site to (business support) organizations and associations in the field of institutional development, multi-stakeholder participation and public private cooperation in developing countries during the last 5 years.
- Individual coaching/training/advisory experience in an export enabling environment in the field of export services development for BSOs, such as services on sector export marketing / promotion and strategy plans, development of services on market intelligence, SME export coaching, market entry activities.

3.3 Requirements relating to knowledge

- Knowledge of certification options in the Processes mango sector
- Knowledge of CSR related issues.
- Fully acquainted with the latest supply chain issues in the Processed fruits sector and related innovations.
- Profound knowledge of regulations and buyer requirements, incl. Corporate Social Responsibility in the European processed fruits.
- Adequate knowledge on relevant aspects related to processed fruits in developing countries.

3.4 Requirements relating to the prices/rates

- The Tenderer will provide the rate in euro applicable to this assignment by filling in the appendix entitled 'Prices/Rates'.
- 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.
- In case your company is not located in Burkina Faso, Mali or Ivory Coast, you may, when carrying out assignments in Burkina Faso, Mali or Ivory Coast, invoice local expenses as follows: Accommodation: only real costs made may be invoiced up to a maximum of € 150,- per night (copies of hotel invoices need to be submitted with your invoice), local travel expenses based on real expenses, other costs (costs such as meals) have a fixed amount of € 50,- per day.
- Note: In case your company is located in Burkina Faso, Mali or Ivory Coast, you can only include the local expenses when travelling to one of the target countries your company is NOT located in, or travelling within your country outside the city you are located in. The costs for travelling within your own country in the city you are located in must be included in your daily rate.
- The Tenderer will not submit any zero or negative prices/rates, including for parts of the agreement.
- The rate is fixed for the duration of the framework agreement and cannot be indexed.
- The Tenderer will charge retrospectively based on actual costs and specify daily rate. The maximum daily rate is €700, - excl. VAT.
- International travel with permission of the tendering authority. International flight tickets can be invoiced separately from the rate.

3.5 Tax-related requirements

- The Tenderer indemnifies the Tendering authority against any claims from the Dutch Tax and Customs Administration (*Belastingdienst*) or other tax authorities.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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

- The payment schedule will be agreed upon in the further agreement.
- You must include a summary of the actual hours/days worked in accordance with the applicable rates.

- **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 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 registered in the Netherlands**

The paragraph concerning E-invoicing does not apply to companies located outside of the Netherlands. Non-Dutch companies can send their invoices in PDF format by email what will be made clear in the further agreement.

3.7 Travel Policy

- 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. The costs of air travel undertaken by the Contractor for the assignment will be borne by the Contracting Authority, up to Economy Class ticket prices.

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 and/or
- 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 and/or
- 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:

Core Competence Enabling Export Environment consultant

- Coaching skills and experience focussed at assisting BSOs with developing EU export services for the SME exporting community.
- Coaching skills focussed at supporting sectors with developing export strategies and action plans.
- Coaching and facilitating of regional sector platforms for export sectors.

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.

By signing the 'Uniform European Tendering Document', the Tenderer declares that they have carried out at least **one** reference assignment for each of the core competences listed above. The reference assignment must have been executed for an international / development organisation or a European importer and must have been 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.

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.

Evidence (do not submit together with the Tender – only submit when requested by the Tendering authority):

You may not provide more than one reference for each core competence.

The reference must be signed by the referee (the client in question).

If required, the Tendering authority reserves the right to check the accuracy and completeness of the reference and to contact 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 3 steps.

1. A maximum of 90 points can be obtained for your response to the “written” award criteria as described in 5.2.1 up to and including 5.2.4. The Tenderer must score a minimum of 50 out of the 90 points that can be obtained on these award criteria. If the award criteria are valued with a lower score than 50 points out of the 90 points, the Tender is set aside and excluded from further participation in the tendering process, and will not be further assessed on the prices/ rates.
2. 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.
3. 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. Mention in which country the intervention took place.
2. Relate your answer as much as possible to a position mentioned in your CV.

5.2.1 Preferences relating to persuasiveness and intercultural sensitivity

Max. no. of points available	Assessment aspects:
25	<p>Describe a situation showing you have successfully convinced a Business Support Organization in a developing country, <i>that was initially hesitant or reluctant</i>, e.g. to make the required changes, to actually implement your advice. Describe your approach and define the critical success factors for success. Mention explicitly the way in which you used your diplomatic and intercultural skills to achieve your goals in/with organisations in this situation.</p> <p>Added value if you include in your answer experience in Burkina Faso, Mali or Ivory Coast.</p> <p>Describe some of the risks you can identify to persuade Mango sector organizations in Burkina Faso, Mali and Ivory Coast to follow your advice, and describe your mediation strategy in case these risks would occur during the project.</p>

5.2.2 Preferences relating to coaching and training a BSO on improving export services

Max. no. of points available	Assessment aspects:
25	<p>Give an example and describe your approach of working with a BSO in the West-African context that successfully improved one or more of its services as a result of your coaching and training.</p> <p>Added value if you can show a practical and result oriented approach.</p> <p>Added value if you include in your answer also experience with certification and improvements related to tackling CSR issues.</p>

5.2.3 Preferences relating to expertise on sector collaboration

Max. no. of points available	Assessment aspects:
25	Give an example and describe your approach on how you successfully realized improved sector collaboration between public and private stakeholders in the agricultural sector in the West-African context. Added value if you include in your answer experience in sector collaboration in the (processed) fruits.

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 stakeholders in a developing country context on sector-wide topics in the export value chain. Added value if you include experience in one of the three target countries, Burkina Faso, Mali and Ivory Coast, and/or if you include experience in the Processed fruits. Added value if you include CSR topics that were successfully addressed and tackled as a results of your coaching.

5.2.5 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 requirement 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 90 points can be obtained for your responses to these award criteria.
Tenderers who do not meet the minimum number of points of 50 on these criteria are set aside and are excluded from further participation in the tendering process and will not be further assessed on prices/ rates.
2. Assessment of the prices/ rates with a maximum of 10 points.

3. The total score (written responses + 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 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 5.2.1. 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 and on Tender European Daily (TED).

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

7.3.1 Communication

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

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

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

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).

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

Provisions pertaining to occupational health and safety and terms of employment: the Ministry of Social Affairs and Employment: (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) 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' (1.3) 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 your tender proposal via TenderNed. For more information on registering and establishing your organisation with TenderNed and digital submission of your Tender, visit <https://www.tenderned.nl/cms/english/tenderned-foreign-businesses>
- Only Tenders that have been submitted to the digital safe for this invitation to tender either prior to or on the day of the deadline (prior to the time of the deadline) will be processed by the Tendering authority.
- The time and date as displayed on the digital countdown clock in TenderNed serves as the definitive deadline for the submission of Tenders.
- The Tendering authority is only able to see the Tenders once the digital safe opens in TenderNed. This safe can only be opened upon expiry of the deadline for the submission of Tenders.
- In the event you have technical issues or questions regarding submission of your Tender via TenderNed, you can contact the TenderNed service desk via servicedesk@tenderned.nl or +31 (0)70-3798899. If you believe that the TenderNed service desk is taking too long to answer your question or comment, then you can contact your contact person within the Tendering authority.
- Any risks resulting from late submission of the Tender and/or submission of an incomplete Tender is borne by the Tenderer.
- The Tendering authority is neither responsible nor liable for any consequences resulting from a Tender that is submitted too late, incorrectly or incompletely.

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

7.3.14 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* <u>Note: Please use the attached PDF form and do not use the module in TenderNed.</u>	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)	CV('s) (in a concise manner)	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

The principle of the tender is to assign one single expert per lot. The reason for this is that one contact point is needed for the companies. The personal approach towards the companies 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 companies.

Please note: The execution of the assignment must be done by one single expert. Multiple contact persons are not allowed. The reason for this is that one contact point is needed for the BSOs and for the contact with CBI. 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.

It is not possible to meet the requirements together if you submit with multiple people. The expert who is the contact person for the companies and CBI must meet all requirements independently by himself under chapter 3 of the tender document. The other possible consortium partners or subcontractors are supplementary and supportive and do not have to meet all requirements in person.

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

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- 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.) can also be provided in either Dutch or English.

During the fulfilment of the contract, communication must be conducted in Dutch or English and French. Working language is French, reporting language is 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.

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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

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: Complaints Procedure

Annex 7: Draft Data Processing Agreement

Annex 8: Special Conditions of Contract for Studies and Technical Assistance to be performed in an area with security risks