

Ministry of Economic Affairs
and Climate Policy

Tender Document

Invitation to tender in accordance with the European open procedure for the procurement of Experts (international and local) for Business Export Coaching and Institutional Development in the ginger sector in Nigeria.

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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 Grounds	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>)
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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 the CBI project in the ginger sector in Nigeria for three different types of consultants:

1. an International Business Export Coaching consultant that will provide export coaching and training to Nigerian SME's that seek to start exporting to European markets for dried ginger.
2. an Institutional (Sector) Development consultant that will provide technical assistance (training, coaching, advice) on sector level, to sector associations and a sectoral public-private dialogue platform to be established.
3. a Local senior consultant acts as a representative for the participating SME's in Nigeria towards market players and supports the International Business Export Coaching Consultant and the Institutional (Sector) Development consultant in the activities above.

The project will start in the December 2020 and will run for five years until December 2025.

You are hereby invited to submit a Proposal 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), 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 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 SME's 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 SME's in developing countries.

The main goal of all CBI programs is to develop specific sectors in specified target countries, in order to increase export to the EU. 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

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This assignment 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 a Tender can be found in Chapter 7.

1.3 Time frame

The schedule below applies to this tendering process.

20 November 2020	Issuing of publication, start of tendering period.
16 December 2020 13:00 pm CEST	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 and Data Processing Agreement (including the general terms and conditions).
23 December 2020	Issuing of Memorandum of Information
14 January 2021 13:00 PM CEST	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering authority.
14 January 2021 – 4 February 2021	Assessment of Tenders.
04 February 2021	Announcement of the award of the Contract.
19 February 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.
19 February 2021	Deadline for the winning Tenderer to provide the evidence requested by the Tendering authority.
25 February 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

CBI connects SME's in developing countries to the European market and thereby contributes to a sustainable and inclusive economic growth. This is done by offering an integrated approach of different intervention types, targeting SME exporters from developing countries, European importers, Business Support Organisations (BSOs) and government authorities.

Through the CBI export development and promotion projects, CBI works in selected export value chains, with the objective of bringing about a sustainable and inclusive export increase. The projects extend over a period of several years (mostly 4-6), 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 achieve at least the following:

Result	Result description
Export growth	Sustainable increase of exports to the EU by directly and indirectly supported SME's as a result of the project.
Competent exporters	SME's that have successfully completed all the export capacity building activities. SME's that developed and execute a tailor-made export strategy to the European market. SME's that know how to build and maintain a network on the European market. CBI works with a specific progress monitoring tool divided into clusters that indicate the competency to export.
CSR (Corporate Social Responsibility)	SME's having their internal and product processes comply with (to be established country-sector specific) CSR standards, in accordance with OECD Guidelines.
Use of services in the Export Enabling Environment.	SME's that use the improved export development and promotion services and products of sector associations, ministries and other trade promotion organisations.
Public-Private Cooperation	The public and private sector work together in creating an export-friendly environment regarding: 1. export-friendly policies, laws and regulations for SME's; 2. availability of key inputs, technologies and infrastructure for the production process of exporting SME's; 3. a better country/sector image abroad.

The projects are structured in the following three pillars:

- Pillar 1 – Business Export Coaching: With the objective of sustainable export growth of SME's, CBI will build their export competencies through: individual coaching, group training, and market entry activities;
- Pillar 2 – Institutional Capacity Building: Parallel to SME capacity building and awareness raising, CBI will support the relevant institutions in improving their service delivery and support a more effective and efficient collaboration;
- Pillar 3 – Sector Collaboration: There are multiple issues that cannot be solved by individual actors, issues that require sector collaboration. CBI will support the enabling environment by tackling issues (bottlenecks and opportunities) that require a collective approach at the enabling environment level.

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For each CBI project, objectives and targets are determined on the needs of the SME's and sector identified in the Value Chain Analysis and validated in stakeholder meetings.

The overall objective of the assignments under this tender regarding the CBI integrated project in the ginger sector in Nigeria is to support the transition to a high-quality and sustainable ginger sector.

Nigerian ginger is considered among the best in the world, with its aroma, pungency and high oil content as distinct features. Most of the ginger produced in Nigeria is sold as ginger splits (90%). According to FAOSTAT (2018), Nigeria is the third largest producer of ginger in the world behind India and China. About 90% of Nigerian ginger is exported as dry splits totaling a value of \$23 million. There are around 5000 SME's and around 300,000 ginger farmers in Nigeria. The main producing zone is in the North of Nigeria, in Kaduna state.

There is potential for the ginger sector to add more value and diversify its markets. Due to healthier lifestyles around the globe, there is a rapidly increase in consumer demand for ginger. A high number of EU buyers indicated the need for high-quality and sustainable ginger and they are looking for new sourcing origins beyond India and China. Also a number of front runner ginger SME's have been able to export to the EU and created added value through improved quality, sustainability certification, organic or refined processing. These SME's have made their supply chains more transparent and supported farmers and processors to increase the quality. They have created jobs, among a large number for youth.

However there is little added value processing done in Nigeria. Nigeria is mainly selling ginger splits to Asia and in the region. There are multiple challenges why there is low added value. SME's lack of export trading competences to reach the EU market, how to get certification and lack services on market intelligence. There are quality and sustainability issues on production and processing level. There are low yields, high post-harvest losses, low tech and lack of infrastructure to improve processing and product quality and a gap in human resources, including youth. On a sector level, associations have limited services and resources to support the sector, there is an ineffective enabling institutional environment and lack of sector coordination.

To accelerate the potential of the ginger sector, the CBI programme 2021-2025 has been designed: 'Transition to a sustainable and high-quality ginger sector in Nigeria 2020 - 2025 '. We go beyond the focus on SME's. We aim that the sector is able to coordinate public-private dialogues, to implement sector strategies, improve quality and quantity of ginger and support opportunities for youth in the sector.

This programme will contribute to the impact of SDG 8, Decent work and economic growth as it contributes to generating jobs and trade. Through supporting development of decent jobs and production of sustainable ginger it contributes to SDG 12, Responsible consumption and production. Through working with institutional partners and donors we will contribute to SDG 17. Partnership for the goals.

We aim to realise this through the following results:

1. Supporting Nigerian ginger SME's to become competitive, add value and have market access;
2. Effective coordination in the sector through the National Sustainable Ginger Platform; and a
3. Functioning service delivery model and coordination for the ginger export sector.

This will be done through the following interventions:

- To train SMEs on export management and marketing, EU regulations, product, production and business management issues.
- To coach SMEs on market entry activities.
- To train on sustainability and certification
- To support public-private sector dialogue resulting in a joint sector vision, strategy and action plan and the execution thereof.

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- To train and coach sector associations to deliver export related services needed by their members.
- Branding and promotion of the sector and of individual exporters in the EU.

The services to be delivered by the CBI project to the stakeholders in the ginger sector are divided into three lots for which you can tender: 1. International Business Export Coaching, 2. Institutional Development and 3. Local senior consultant. More information regarding the lots is provided in section 2.5 and 2.7. In Chapters 3 and 4 requirements related to this specific assignment and its lots are described.

2.2. Target Group and Beneficiaries

The target group for the activities under lot 1. of this project, International Business Export Coaching, consists of:

- Around 10 selected (potential) SME exporters of dried ginger. The selection of these SME's, based on Export Audit visits to potential participants is part of this lot.

The target group for the activities under lot 2. of this project, Institutional Development, consists of:

- Two sector ginger associations (focus on export unit).
- National Sustainable Ginger Platform with key stakeholders that are part of the export enabling environment, incl. governmental organisations, private sector associations and other relevant stakeholders.

The target group for the activities under lot 3. of this tender, Local support, consists of:

- Target groups as mentioned under lot 1. and 2.

2.3 Target Market

The target markets for these projects are countries in the EU and EFTA that import dried ginger.

2.4 Phases

Integrated programs

CBI projects are as much as possible customized to the local situation, addressing 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, expert organisations. Promoting public-private collaboration is key. Often these organisations are supported to improve their services.

When developing projects, CBIs approach consists of 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 address the identified 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](#).

Export Enabling Environment (EEE)

We implement our projects on both export business level and institutional level, the so called export enabling environment (EEE). **The scope of this tender assignment is both business export coaching of exporters and the institutional level. This project includes coaching of business support organisations and the promotion of public-private collaboration of the Ginger sector in Nigeria.**

About Business Export Coaching (BEC)

A significant number of SME's 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 SME's, 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 an Export Marketing Plan (EMP). Each selected SME will start receiving individual coaching from a CBI Business Export Coaching (BEC) expert specifically assigned to the company. This coaching – on a confidential basis – will focus on the implementation of the action plan made during the company assessment phase and 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. Besides the missions, the consultant will provide distant coaching by skype, email, phone, etc.
- *Group training:* Training sessions in Europe and on location will be organised 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, sustainability, product development, effective trade fair participation, online marketing and HRM.
- *Market entry:* Improved export marketing capacity of SME's is an important prerequisite to establish direct access to export markets. Focus will be on both physical (e.g. trade fairs in Europe) and digital (website and social media) strategies.

As part of the Implementation of this project, several (on paper) pre-selected companies will get an 'export audit' by CBI. Based on the recommendations in this audit, local SME's will be selected for the Business Export Coaching Project.

About the institutional/export enabling environment level

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 favourable 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:

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

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Some challenges in the export enabling environment are outside the realm of CBI's capacity, like for instance an adequate physical infrastructure (modern roads, ports, and airports), 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. In Paragraph 2.5 in lots 2 and 3 the challenges and interventions on which the project focuses are described.

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 consultants

Lot 1. Business Export Coaching consultant Ginger Nigeria

The consultant is responsible for the SME's (Small and Medium Sized Enterprises) participating in the Business Export Coaching 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 as developed in the export audit and will take place during on-site visits to each company by the consultants as well as from a distance, by Skype, phone, e-mail, etc.

The consultant carries out this/her work under the direct responsibility of the respective CBI Programme Managers in The Hague, who are in charge of the overall management, monitoring, budget and results of the project. The consultant will closely work together with the consultants contracted under the other lots in this tender.

Export Coaching and Connecting to European markets

The consultant:

- Advises CBI on the pre-selection and final selection of SME's in the Business Export Coaching trajectory. Pre-selection will be done on basis of received application forms of SMEs interested to participate in the project. The final selection will be done on basis of the findings of the on-site export audits which are part of lot 3 and are carried out virtually by the BEC consultant and real life visit by the local consultant selected by this tender. The export audits are carried out on basis of an auditing checklist that is prepared jointly beforehand by the Business Export Coaching consultant and the CBI programme manager.
- (Virtual) trains and coaches 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.;
- Supports in business development by opening up his European network to the local companies and connecting them with European importers and other relevant partners;
- Advises on implementing innovative processes and adding innovative content to the CBI project;
- Advises CBI and project partners on the readiness of the companies for market entry;
- Assists the companies selected for participation in an international trade fair or road show and advises CBI, CBI project partners and participants in their preparations for these events;
- Coaches the companies to find and establish business linkages with European buyers;
- Promotes the project among European buyers and involves them in the project, shares contacts of European buyers and other relevant contacts with CBI and project partners.
- Conducts follow-up coaching to the participating companies that have received training from other specialised CBI consultants on issues like sustainability, certification, digital marketing, and organisational management;

The average expected planning for the consultant activities in the project is 2 times a technical assistance mission per year. Please note: this planning might vary according to the needs of the companies and the need for facilitation of market entry activities and because of Covid this may

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change into virtual support. The local consultant contracted under lot 3. will be play an important role by supporting the Business Export Coach consultant in this. Decisions on allocation of activities will be taken by the CBI Programme Manager and supported by arguments taking into account the company needs for specific skills as well as budget considerations.

Export Training

The consultant is required to conduct group training sessions, or organise workshops for participating companies on issues relevant for the European market. This is done on the request of the CBI Programme 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 a training program conducted by other CBI-approved trainers (for example on the productivity or organisational effectiveness) to ensure that the training is tailored to the needs of the participating companies, and to assure follow-up of the specialised skills into the coaching process.

Involvement of local ginger experts

CBI aims to set up a market system approach. That means local business coaches will be invited during trainings and coaching sessions during the Business Export activities. The BEC consultant will also provide a number of additional trainings for 3 local business coaches so they are informed about the ginger market, can build a network and are able to support SMEs in the ginger sector.

Monitoring & Evaluation

Furthermore, the BEC consultant plays an important role in the project's Monitoring & Evaluation. As personal coach of the participating companies, he/she is 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 BEC 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 Export Audit Tool (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 the CBI's annual progress reports towards the Dutch Ministry of Foreign Affairs.

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.

Lot 2: Institutional Development consultant Ginger Nigeria

Based on the Value Chain Analysis carried out in 2020, several areas of intervention to be carried out in the export enabling environment have been identified. The Institutional Development consultant will provide the following kind of services.

1: Support improving export services delivery by sector associations to SMEs

The services provided by ginger sector associations (below referred to as BSOs, Business Support Organisations) do not fully meet the needs of SMEs seeking to obtain export business on European markets. Challenges encountered may be a BSO's incapacity to:

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- Assist SMEs in their market entry efforts and prepare, organise and give follow-up to high-quality export promotion activities (trade fair participation, matchmaking, trade missions, and so on);
- Assist SMEs in meeting the quality and other market requirements of international markets for dried ginger.
- Conduct market research and disseminate information on European market trends and opportunities.

The consultant is expected to start with a diagnosis of the BSOs current service delivery models to further detail the proposed interventions in order to create an optimal supporting structure for involved SMEs. Depending on the initial diagnosis the consultant is/may be expected to set up an export unit and strengthen export related services:

- **Developing a BSO's EU export training and coaching services:** Supporting a BSO in establishing or improving its coaching and training services for (exporting) SMEs. As part of this strategy, CBI experts help build the curriculum, conduct market research into local training needs, conduct financial analysis to ensure the financial viability, train trainers on export issues, establish the training management function within the organisation, etc.
- **Developing a BSO's Export Promotion services:** Supporting a BSO in establishing or improving its Export Promotion services, such as the organisation of collective trade fair participations, trade missions, digital marketing activities or other match-making activities. CBI experts help in analysing the effectiveness of the current export promotion services, analyse the export promotion needs of the BSO's clients, design an effective trade fair participation service, train BSO staff on promotion skills and knowledge, etc.

The consultant will assess whether the services above can be offered together with private and public sector business providers. There will be close collaboration with various existing institutes like the Nigerian Export Promotion Council who have already partially market intel and local business coaches available for SMEs.

2: Promote collaboration and coordination among the various ginger stakeholders, focussing on transforming the sector into a high-quality and sustainable ginger sector

- Development of a 5-year Sector Export Market Plan (SEMP)
- Support stakeholders and donors to set up the establishment desk of National Sustainable Ginger Platform with key stakeholders that are part of the export enabling environment, incl. governmental organisations, private sector associations and other relevant stakeholders.
- Support stakeholders and donors to set up 2 task forces Set up task forces (with topics covering marketing/trade, sustainability, youth and added value products of ginger)
- Support a public-private dialogue to make government officials and private sector aware of the challenges and opportunities in the ginger sector

Coordinated effective collaboration between the various private and public sector stakeholders is key for reaching results. The CBI project will therefore support the creation and functioning of a sectoral public-private dialogue platform, with attached task forces on specific issues. The consultant will take care of the identification and motivation of key stakeholders to actively participate in the platform, will advise and coach the platform towards reaching the intended results, amongst other things by bringing in best practices from other regions in the world. The desk owner will potentially be a donor based in Nigeria.

Lot 3. Local Senior Consultant Ginger Nigeria

The Local Senior Consultant is responsible for both analytical support and coordinating role in the project implementation. The local consultant will work in close cooperation and coordination with the international consultants contracted under lots 1-2, but will fall under the responsibility of the CBI Programme Manager, and is contracted by RVO.

Business export role:

Experts (international and local) for Business Export Coaching activities in the ginger sector in Nigeria

1. The local consultant acts as a representative for the participating SMEs in the first and second year. This means the consultant will advise also on business related topics, has a controlling function and plays a large role in building up relationships with the EU market:

- Controls on export performance (logistics, price setting, certification, quality)
- Advices on sales of quality (price setting, specs)
- Supports (digital) match-making platform for importers and SMEs
- Supports marketing (image, trust)
- Organise quarterly calls/meetings with EU ginger buyers and SMEs

2. Business Export coaching

- Carries out export audits are carried out on basis of an auditing checklist that is prepared jointly beforehand by the Business Export Coaching consultant and the CBI programme manager. The consultant advises CBI on the pre-selection and final selection of SMEs in the Business Export Coaching trajectory. Pre-selection will be done on basis of received application forms of SMEs interested to participate in the project.
- Training and coaching will be focussed on the technical topics like production process optimisation, technical improvements at factory level, certification, CSR issues, marketing and sales, logistics, applying market analysis, sustainability, explaining topics related to organisational management, and other topics as agreed with the business export coach;
- Analyse collected data and advise the business export coaches and the CBI programme managers on the level of export competence of the companies, as well as the readiness for market entry;
- Support the business export coach by follow-up coaching on site to the participating companies in between the missions of the business export coach.
- Analyse collected data of participating SMEs and advise the CBI and project partners on the readiness of the SMEs for market entry;

Coordinating role:

- Keep contact with the various sector stakeholders to motivate and monitor their commitment regarding their participation in the sector dialogue platform, the BSO capacity building process and the sector branding project;
- Moderate the annual meetings;
- Moderate meetings if applicable;
- Arrange meetings and transportation in Nigeria, during visits of the Business Export Coaching, and Institutional Development consultant(s) and CBI staff;
- Schedule annual sector meetings, send out invitations, arrange venues, lunch, etc.;
- Serve as an in-country contact person for the participating SMEs and other stakeholders.
- Schedule specialised trainings sessions and company consultation meetings, compose the invitation list, send out invitations, arrange venues and catering, arrange payment for location/catering in the countries, arrange for small local service components like printing, beamer, and other equipment;
- Support the business export coaches in their communication with the companies, specifically to explain the activity schedule, check the availability of the companies for training and meetings, explain to the companies the topics of specialised trainings and explain the importance of the trainings, discuss with the companies if they understand the action planning agreed between the company and business export coach;
- Report to the business export coach about the local situation of the companies if there were any significant changes in their situation, and check with the companies about any problems in case of a lack of communication to the business export coach;
- Support the business export coaches to collect export and employment data at company level via direct communication with the companies (reminders);
- Support specialised trainers with the logistics of their trainings, like venue, catering, equipment, and invitations; Serve as an in-country contact person for the participating SMEs.

The coaching role of the local consultant (lot 3) is complementary and to support the business export coaching and institutional development (lot 1, 2). The international business export coaching consultant is responsible for discussing and setting the action plan of each individual company, and to monitor the progress and implementation.

Because of the confidential character of business related company, the business export coaches have the coordinating role and a trust relationship with the companies. The local consultant supports by coaching on technical items where there is not a risk of conflict of strategic business interests.

Because both the business export consultants and the local consultant will be involved in coaching the companies, it is important that the business export consultants and the local consultants work as a team, in transparent alignment and coordination.

The CBI Programme Manager ultimately decides on the concrete roles.

The follow-up support for company coaching by the local consultant can be in the form of company visits, phone calls, email communication, and meetings. An important part of this role are the briefing meetings with the business export coaches.

For all lots:

The planning of activities for the Business Export Coaching, Institutional Development and local consultant might vary according to the needs of the companies and other stakeholders. Please refer to the description of the roles above for a general outline. Decisions on allocation of activities and topics will be taken by the CBI Programme Manager.

2.6 Role of the consultant within the project team

The consultant carries out his/her work under the direct responsibility of the respective CBI Programme Manager(s) in The Hague, who is/are in charge of the overall management, monitoring, budget and results of the project.

The consultant is 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 Programme Manager(s) and Project Officers).

It is not yet clear how many or what type of external experts and other service providers, besides those under this tender, will be contracted by CBI.

2.7 Lots

The invitation to tender has been divided into three 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. Individual tenderers and firms may submit proposals for more than one lot.

It is not possible to meet the requirements together if you submit with multiple people for one lot: the expert who is the contact person for the companies and CBI, must meet all requirements independently by him/herself 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.

Lot	Number of framework agreements
1. Business Export Coaching consultant Ginger Sector Nigeria	1
2. Institutional Development consultant Ginger Sector Nigeria	1
3. Local senior consultant Ginger Sector Nigeria	1

Experts (international and local) for Business Export Coaching activities in the ginger sector in Nigeria

2.8 Contract Period

The Tendering authority intends to conclude a Contract for every separate lot for a period of 3 years, including an 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 5 years because this is the duration of the CBI project. It is important for the participating companies and organisations that the executor remains the same throughout the duration of the program.

2.9 Scope of the assignment

The Tendering authority has estimated a total maximum contract value (including optional extension years) in EUR per lot as follows (exclusive of VAT)

Lot	Contract value in EUR (excl. VAT)
1. Business Export Coaching consultant Ginger Nigeria	180.000
2. Institutional Development consultant Ginger Nigeria	127.000
3. Local senior consultant Ginger Nigeria	180.000

The estimated values are 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.

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 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

CBI is concerned about the safety of its staff and of its contracted consultants. The assignment takes place in Nigeria. The current safety situation according to the Dutch Ministry of Foreign Affairs might change during the project period. The most updated travel advice for Dutch citizens can be found on the website of the Dutch Government. In case the expert is a citizen of another country, it is advised to follow the travel advice of your country of residence. In case the safety situation doesn't allow (local) travel, it may be decided to postpone assignments, work with the local consultant or work with distant coaching or other online forms. The role division between the international and local expert also allow flexibility. We advise the experts to follow the safety advise of their respective countries.

3 Requirements to this assignment

This section includes the requirements set by the Tendering authority concerning the requested services and the prices and rates. Per paragraph we indicate which requirements are applicable for which lots.

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. 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. The below mentioned requirements apply to all lots or to specific lots when specified otherwise.

3.1 General requirements

For all lots (1, 2, 3):

1. The execution of the assignment must be done by one single expert per lot. Multiple contact persons are not allowed. The reason for this is that one contact point is needed for the companies 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 in person will remain the contact point for all the stakeholders.
2. You are allowed to submit one proposal for multiple lots. But you can win only one lot. It is not possible to meet the requirements together if you submit with multiple people for one lot, the expert who is the contact person for the companies and CBI, must meet all requirements independently by him-/herself 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.
3. The expert must be able to act fully independent and without any conflict of interest as a representative of CBI in the Ginger in Nigeria. This entails, among others, that the expert should not be directly or indirectly contracted or employed by (or own) selling parties in Nigeria or importing companies that trade in services/products covered by this tender from developing countries covered by this tender.
4. The expert that has carried out the CBI Value Chain Analysis for the Ginger Nigeria project is excluded from tendering.
5. Demonstrable good communication skills in the English Language, both spoken & written.
6. Proven well-developed intercultural sensitivity skills.
7. Team player who can cooperate in diverse team structures (information sharing, conflict solving).
8. Reporting skills to communicate on mission results and project progress.

For lots 1, 2:

- 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 the English language regarding export development (at least 120 hours of experience during the last five years).
- Demonstrable coaching and training skills.

3.2 Requirements relating to professional experience and to knowledge (lot 1 Business Export Coaching consultant)

- Profound knowledge of the trends, developments, distribution channels, regulations and buyer requirements, incl. Corporate Social Responsibility and market players in

the European herbs and spices market (At least four years of relevant experience within the last ten years).

- Adequate knowledge and experience on relevant aspects related to production and supply chain management of herbs and spices market (At least three years of experience in the last eight years).
- Extensive experience with one-to-one coaching/training/advising of companies in the field of market prospects and production processes (At least 120 hours of experience)
- B2B marketing and promotion (consultancy) experience for exports to the European market, or (consultancy for) imports into the European market in the herbs and spices market sector (at least three years of experience).

3.3 Requirements relating to professional experience (lot 2 Institutional Development consultant)

- 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 interests, 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 with public-private stakeholder dialogue structures (at least five years of experience within the last twelve 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/branding 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) organisations and associations in the field of institutional development, multi-stakeholder participation and public private cooperation in developing countries during the last 5 years.
- Experience with organising interactive digital sessions for larger and smaller groups (webinars, training, workshops) in the English language (at least four sessions during the last three years).

3.4 Requirements relating to professional experience (lot 3 Local senior consultant)

- Demonstrable good communication skills in the English language, both spoken and written.
- Profound knowledge of the trends, developments, distribution channels, regulations and buyer requirements, incl. Corporate Social Responsibility and market players in the International market.
- Experience of value chains in the agricultural sector.
- Experience with one-to-one coaching/training of companies in the field of production, supply chain management and/or export marketing of agricultural products (at least five years of experience in the last ten years).
- Profound experience to work in the local context of Nigeria and profound ability to arrange and facilitate business related issues in the local context.
- Experience with working with Business Support Organisations and/or Public-Private dialogue structures in Nigeria (at least four years of experience in the last ten years).
- Experience with moderating meetings.
- Proven experience with logistic arrangements in Nigeria.
- Proven well-developed intercultural sensitivity skills.
- Team player who can cooperate in diverse team structures (information sharing, conflict solving).

3.5 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 in this case the country where the consultant is based. They do not include VAT.
- **For all lots:**
Accommodation and local travel expenses can be invoiced according to the applicable Daily Subsistence Allowance (DSA) rates published by the Dutch Government.

For this tender the maximum rates mentioned below are fixed during the whole contract period.

DSA is NOT applicable for consultants living in Nigeria.

In case your company is not located in Nigeria, you may, when carrying out assignments in Nigeria, invoice local expenses as follows: Accommodation: only real costs made may be invoiced up to a maximum of € 190,- per night in Abuja/Lagos and to a maximum of €223,- outside Abuja/Lagos (copies of hotel invoices need to be submitted with your invoice). When traveling between cities in Nigeria remuneration of local travel expenses will be done based on real expenses. Other costs (costs such as meals and taxi rides within the city) can be invoiced for Abuja/Lagos at € 78,- per day and for locations outside Abuja/Lagos at € 37,- per day.

- **For lot 3:** You can only invoice the local expenses when travelling to one of the cities of the programme your company is NOT located in after approval of the CBI Programme Manager, with a fixed rate of €85,- per day (covering both accommodation and meals). Local travel expenses can be invoiced based on real expenses (again after approval of the CBI programme manager). The costs for travelling within your own city must be included in your daily rate.
- The maximum daily rate for lots 1 and 2 is € 700.- excl. VAT.
- The maximum daily rate for lot 3: is €400,- excl. VAT. This is an average based on two type of tasks; both logistical tasks and coaching tasks.
- 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 specified daily rates.

3.6 Tax-related requirements (for all lots)

- 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.

3.7 Invoicing requirements (for all lots)

- The payment schedule will be agreed upon in the Further Agreement(s).
- 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 not established 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.

3.8 Travel Policy (for 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.
- See: 3.5 Requirements relating to the prices/rates.

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 if provisional award is given*):

- 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 identified the following core competences per lot, that correspond to the experience in essential aspects of the contract:

Core Competences Lot 1

- Coaching/training/advising companies in the ginger sector regarding product, production processes and export management and marketing.
- B2B marketing and promotion of dried ginger on EU markets.

Core Competences Lot 2

- Coaching/training/advising BSOs regarding developing EU export services for the SME exporting community.
- Coaching/training/advising regarding organising and managing sectoral public-private stakeholder dialogue structures for sector alignment, coordination, strategy development, action-planning and carrying out needed interventions.

Core Competences Lot 3

- | |
|---|
| <ul style="list-style-type: none"> - Providing coaching and training regarding SME manufacturers/exporters on improving relevant aspects in their business processes. - Supporting Business Support Organisations - Coordinating Public-Private dialogue structures. - Organising logistics for projects or events. |
|---|

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.

By signing the 'Uniform European Tendering Document', the Tenderer declares that they have carried out at least **one** reference assignment for which the above core competences were an essential requirement. 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.

Evidence (submit together with the Tender):
--

Provide one reference assignment for the core competences mentioned above. The reference(s) must be signed by the referee (the client 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 2 steps.

- a. A maximum of **90 points** can be obtained for your response to the qualitative award criteria as described in 5.2.1 up to and including 5.2.3 for lot 1, 5.2.5 up to and including 5.2.7 for lot 2, 5.2.9 up to and including 5.2.12 for lot 3. 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.
- b. Assessment of the prices/ rates with a maximum of **10 points**. If the daily rate is higher than € 700.- excl. VAT for lots 1 or 2, or higher than € 400.- excl. VAT for lot 3, the Tender is set aside and excluded from further participation in the tendering process.
- c. 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, your advice, 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. Please hand in a CV.

Lot 1. Business Export Coaching consultant Ginger Nigeria

5.2.1 Preferences relating to coaching skills on export related topics

Describe in a concise manner your experience in coaching SME exporters regarding improving their production and export management processes with a view on exporting to Europe, both on location (physical meeting) and on distance (phone, email, Skype).

Give two examples (in a concise manner) in which you've successfully coached SME exporters in a developing country context on improving their production and export management processes. Describe your approach, the obstacles encountered and critical factors for success.

Please show in your answer at least that you are familiar with the issues and challenges in the export value chain for herbs and spice sector, your level of relevant experience, and your expertise regarding effective implementation of spice production techniques and export marketing.

Max. 35 points available	Assessment aspects:
35	Level of experience in coaching SMEs regarding improving their production and export management processes with a view on exporting to Europe.

5.2.2 Preferences relating to your network among European buyers of herbs and spices

Describe your specific networks in the various European markets for herbs and spices. Describe your experience in using these networks to establish matches between European importers and exporters from developing countries in the herbs and spices sector (one-to-one match-making,

Experts (international and local) for Business Export Coaching activities in the ginger sector in Nigeria

trade fairs, buyers/seller missions). Give two examples (in a concise manner) describing your approach for successful matchmaking.

Max. 35 points available	Assessment aspects:
35	Level of knowledge of the spices and herbs network and experience with the network and the level of experience in successful matchmaking.

5.2.3 Preferences relating to political and intercultural sensitivity

Describe a situation in a concise manner in which you used your diplomatic and intercultural skills to achieve your goals in/with the private sector in developing countries.

Max. 10 points available	Assessment aspects:
20	Level of experience in how using diplomatic and intercultural skills to achieve goals in/with the private sector in developing countries.

5.2.4 Preferences relating to prices/rate (exclusive of VAT)

Max.10 available	Assessment aspects
10	Amount of the day rate (maximum of €700 all-in, excl. VAT).

Lot 2. Institutional Development consultant Ginger Nigeria

5.2.5 Preferences relating to coaching Business Support Organisations on service improvement

Describe in a concise manner your experience on coaching Business Support Organisations on service improvement. Give two examples in which you have successfully coached a BSO in a developing country on how to improve their member base by developing new services for existing and potential new members. Describe your approach, the obstacles encountered and critical factors for success.

Relate your examples to your CV in order to show your relevant experiences and expertise.

Max. 35 points available	Assessment aspects:
35	Level of experience in coaching BSOs on service improvement

5.2.6 Preferences relating to coaching of public-private stakeholder dialogue platforms

Describe in a concise manner your experience, skills and approach regarding facilitating and coaching public-private stakeholder dialogue groups in developing countries. This relates to your experience in supporting sector transition and development of a sector strategy. How did you bring public-private actors together to develop a joint strategy. Provide one reference example which shows that you have successfully supported and guided the set-up and functioning of a public-private stakeholder dialogue group in a developing country.

Max. 35 points available	Assessment aspects:
35	Level of experience in facilitating and coaching public-private stakeholder dialogue groups in developing countries using your skills and approach. Level of experience in how you brought public-private actors together to develop a joint (marketing export) strategy. The level of experience in how you supported sector transition and development of a sector strategy.

5.2.7 Preferences relating to persuasiveness and intercultural sensitivity

Describe a situation in a concise manner showing you have successfully convinced a Business Support Organisation in a developing country, *that was initially hesitant or reluctant*, 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.

Describe some of the risks you could identify to persuade ginger sector organisations in Nigeria to follow your advice, and describe your mediation strategy in case these risks would occur during the project.

Max. 20 points available	Assessment aspects:
20	The level of experience in successfully convincing (aspiring) a Business Support Organisation in a developing country, that was initially hesitant or reluctant, to make the required changes, to actually implement your advice.

5.2.8 Preferences relating to prices/rate (exclusive of VAT)

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

Lot 3. Local senior consultant

5.2.9 Preferences relating to coaching experience with SMEs in Nigeria

Describe in a concise manner your experience in coaching SME exporters regarding improving their production and export management processes with a view on exporting to Europe, both on location (physical meeting) and on distance (phone, email, Skype).

Give two examples (in a concise manner) in which you've successfully coached SME exporters in Nigeria on improving their production and export management processes. Describe your approach, the obstacles encountered and critical factors for success.

Max. 35 points available	Assessment aspects:
35	Level of experience in coaching SMEs regarding improving their production and export management processes with a view on exporting outside Nigeria.

5.2.10 Preferences relating to your experience in the agriculture value chain in Nigeria

Give an overview of your work experience in the agricultural sector in Nigeria. Please show in your answer that you are familiar with the issues and challenges in the value chain for agricultural sector, your level of relevant experience, and your expertise regarding effective implementation of production and processing techniques.

Max. 15 points available	Assessment aspects:
15	Level of knowledge in the agricultural sector in Nigeria and experience in effective implementing of agricultural production and processing techniques.

5.2.11 Preferences relating to advising Business Support Organisations on service improvement

Describe in a concise manner your experience on advising Business Support Organisations on service improvement. Give an example in which you have successfully advised a BSO on how to improve their member base by developing new services for existing and potential new members. Describe your approach, the obstacles encountered and critical factors for success.

Max. 20 points available	Assessment aspects:
20	Level of experience in advising Business Support Organisations on service improvement.

5.2.12 Preferences relating to organisational skills

Give a list of different categories of events and missions you have organised in Nigeria. Relate this to your experience in your CV. Please show your experience in organising different kind of events, your experience in moderating meetings, and your experience in working for an international donor.

Describe a situation in which you have solved an organisational problem in Nigeria for one of your clients, for example a change in project planning, a problem in the production process, or an organisational problem. Describe the problem, your approach to find a solution, the steps taken, and the results achieved.

Max. 20 points available	Assessment aspects:
20	Level of experience in organising events.

5.2.13 Preferences relating to prices/rates (exclusive of VAT)

Max. no. of points available	Assessment aspects
10	Amount of the day rate to a maximum of €400,- 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

Lot 1, Lot 2:

For Lots 1 and 2 the following scoring applies:

Price	Awarded Points
> € 700	Exclusion from the tender process
€ 700 until €690	0
€ 690 until €680	1
€ 680 until €670	2
€670 until €660	3
€ 660 until €650	4
€650 until €640	5
€ 640 until €630	6
€630 until €620	7
€ 620 until €610	8
€610 until €600	9
€600 and <€600	10

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.

Lot 3:

For Lot 3 the following scoring applies:

Price	Awarded Points
> € 400	Exclusion from the tender process
€ 400 until €390	0
€ 390 until €380	1
€ 380 until €370	2
€370 until €360	3
€360 until €350	4
€350 until €340	5
€340 until €330	6
€330 until €320	7
€320 until €310	8
€310 until €300	9
€300 and <€300	10

The maximum daily rate is €400,- excl. VAT for analytical / coaching work. Failure to comply with these or one of these 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 3 steps.

1. Your written responses on the 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 the 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:

- | | |
|--------------|--|
| Lot 1: 5.2.2 | Preferences relating to your network among European buyers of herbs and spices |
| Lot 2: 5.2.5 | Preferences relating to coaching Business Support Organisations on service improvement |
| Lot 3: 5.2.9 | Preferences relating to coaching experience with SMEs in Nigeria |

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.

(see 2.7) Individual Tenderers and firms may submit proposals for more than one lot but can only win one lot and therefore can be awarded only one (1) contract from this Tender. If a Tenderer has submitted the most advantageous Tender in more than one lot, the tenderer will be awarded the lot with the highest contract value (see 2.9). As a consequence, the number two in the ranking in the other lot, will be awarded that same other lot.

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 1.3.

7.3 General procedure

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

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

7.3.1 Communication

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

Once you have indicated your interest in this invitation to tender on TenderNed, you can send and receive messages about this tender process via 'My Tenders'. Any questions concerning the tender process can be sent to the Tendering authority's contact person via TenderNed. You will receive messages via TenderNed. Via your personal TenderNed settings, you can turn on automatic notifications, including notifications to your private email address. It is your responsibility to ensure that these emails are not blocked by your email provider's security system. If the communication cannot be conducted via TenderNed, you can contact the following contact person(s): Mr. R.D. Mooijman: 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. You can also consult the eHandbook via <http://www.tenderned.nl/eqids/>.

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 1.4). 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).

Provisions concerning environmental protection: the Ministry of Infrastructure and Water

Experts (international and local) for Business Export Coaching activities in the ginger sector in Nigeria

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 proposal via TenderNed.

Please note that your TenderNed registration will be final after several days, after you received a registration code which you have to use first.

- 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](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.

Experts (international and local) for Business Export Coaching activities in the ginger sector in Nigeria

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	Fill in, legally sign and add to TenderNed
CV	CV (Max 3 pages)	Add to TenderNed
Reference	Reference	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

It is not possible to meet the requirements together if you submit with multiple people for one lot, 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.

If you cannot carry out the assignment independently, you can set up a collaboration with other organisations. 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. The consortium partners or subcontractors are supplementary and supportive and do not have to meet all requirements in person.

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 Dutch or English.

During the fulfilment of the contract, communication must be conducted in English. 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, Data Processing Agreement and the corresponding General Government Terms and Conditions are included in the annexes. The Tenderers have the opportunity to ask questions, make comments and propose textual amendments.

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

7.3.22 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 Contracts lot 1, 2, 3 and 4
- Annex 4: General conditions ARVODI 2018
- Annex 5: "Brochure E-factureren Rijksoverheid"
- Annex 6: Complaints Procedure
- Annex 7: Draft Data Processing Agreement