Ministry of Economic Affairs
and Climate Policy

Tender Document

Invitation to tender in accordance with the European open procedure for the procurement of an Expert for Business Export Coaching and an Expert for Sustainable Sector Transformation in the Natural Ingredients sector in Burkina Faso

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Contents

Definition of terms

Contracting authority	The State of the Netherlands, represented by the Minister of Economic Affairs and Climate Policy, who concludes the Contract with the Contractor on behalf of the Contracting authority.
Contractor	The party with which the Tendering authority concludes the Contract.
Contract	The written framework agreement between the Tendering authority and the Contractor in which the conditions applicable to the public contracts that will be awarded via this tendering process (Further Agreements) will be recorded within a specific period.
Exclusion Criterion	A circumstance applicable to the Tenderer or a person affiliated with the Tenderer that results in exclusion of the Tenderer from participating in the tendering process.
European Single Procurement Document	Statement in which the Tenderer declares their compliance with the requirements specified in the annexes of the Uniform Single Procurement Document by means of filling in and signing this European Single Procurement Document.
Further Agreement	A written agreement signed by the Contracting Authority and the Contractor based on the framework agreement.
General Government Terms and Conditions	General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI-2018: Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten).
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 (Aanbestedingswet 2012)
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 an invitation to tender conducted in accordance with the European open procedure for the CBI project in the Natural Ingredients (NI) sector in Burkina Faso for **two different types of consultants**:

1. Export for Business Export Coaching and (sustainable) business case development
2. Expert for Sustainable Sector Transformation

Additionally an Expert will be contracted to organize and moderate a closing event using the Future Search methodology to stimulate overall sector alignment. This event will be done outside the framework of this tender. This expert will support the organization of a broad sector event during the final phase of the project in which the sector stakeholders will jointly work on a future vision for the sector and a joint strategy to reach this vision. The two experts tendered in this document will be very closely involved in the preparation and execution of this event.

The project will start in the fourth quarter of 2021. The Tendering authority intends to conclude a Contract for every separate lot for an initial period of 2 years. Depending on the results of phase 1, a go/no-go decision will be taken by the CBI on continuing with the second phase which is estimated for an additional 3 years. This will result in a project period of 5 years. You are hereby invited to submit a Proposal for Phase 1 and 2 based on this Tender Document.

1.1 Tendering authority and IUC-EZK

This tendering process is being conducted on the instructions of The Centre for the Promotion of Imports from developing countries (CBI), part of the Netherlands Enterprise Agency (RVO.nl) of the Ministry of Economic Affairs & Climate Policy. The Procurement Office (IUC-EZK) will act as process manager during this tendering process.

1.2 CBI Introduction

The Centre for the Promotion of Imports (CBI) from developing countries is part of the Ministry of Economic Affairs and Climate Policy of the Netherlands. CBI is recognized worldwide as a leading expert in export development.

CBI supports the transition towards inclusive and sustainable economies. CBI focuses on transitions in targeted export sectors in least developed and lower and middle income countries, working towards becoming more inclusive and sustainable. CBI has a bottom-up approach, starting from the perspective of local SMEs, strengthening their competitive position on European and regional (niche / value added) markets for products and services with positive economic, social and environmental impact. CBI operates as a facilitator, broker and partner on multiple levels.
CBI carries out multiple (mostly 4-6) year projects in selected value chains in least developed and lower-middle income countries, targeting in an integrated manner SME exporters, their supporters and influencers such as Business Support Organisations (BSOs), private service providers and government authorities, and European and regional importers. CBI projects promote compliance to Corporate Social Responsibility (CSR) principles.

In general, most CBI projects aim to achieve at least the following results.

Result	**Result description**
Export growth	Sustainable increase of exports to the EU (or regional markets if applicable) by directly and indirectly supported SMEs as a result of the project.
Competent exporters	SMEs that have successfully completed all the export capacity building activities. SMEs that developed and execute a tailor-made export strategy to the European market. SMEs 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)	SMEs to have 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.	SMEs use the improved export development and promotion services and products of sector associations, ministries, other trade promotion organisations and private service providers.
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 SMEs; 2. availability of key inputs, technologies and infrastructure for the production process of exporting SMEs; 3. a better country/sector image abroad.

CBI projects are structured around the following intervention areas:

- Business Export Coaching: With the objective of sustainable export growth of SMEs, CBI will ensure that SMEs will build their export competencies through services in the field of individual coaching, group training, and market entry activities;
- Institutional Capacity Building: Parallel to SME capacity building and awareness raising, CBI will support the relevant parties in improving their service delivery and support a more effective and efficient collaboration;
- Promoting Sector Collaboration and Sustainable Sector Transformation: 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.

Customizing programs to the local situation is key, tackling those issues that impede sustainable exports to Europe (and regional markets if applicable). That is why CBI works in close collaboration with local governments, business support organisations, sector associations and other expert organisations. CBI works in 30 countries and 14 sectors.

Not only does CBI integrate CSR in its own work, it is also asked from all involved 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 www.cbi.eu

This tender concerns the implementation of the Natural Ingredients project in Burkina Faso.
A description related to this assignment can be found from Chapter 2 and onwards.
A checklist and other information about how to submit this tender can be found in Chapter 7.

1.3 Reason for this invitation to tender

The project has a Sustainable Sector Transformation approach. The long-term transition goal for the sector is formulated as follows: "The Natural Ingredients sector, with a focus on Moringa, in Burkina Faso is built upon sustainable business models that ensure sustainable business practices in production and processing, leading to restoration of degraded land, by creating economic opportunities for exportable products and ensuring local food security. This strengthens local communities to become more resilient to climate change through the practice of re-greening the environment." Within the project period, a first step towards this long-term transition goal will be taken (see: project purpose).

This long-term transition goal is a dot on the horizon. The following overall **project purpose** has been set for the project: "Build and showcase sustainable Business Models in the Moringa sector, through the promotion of export of Moringa and potential other exportable products to regional and EU markets, and by addressing ecological sustainability challenges through viable business models. So that economic and ecological value go together and reinforce each other."

The EU market for Moringa is small but growing and offers opportunities for increased exports from Burkina Faso. The project will support Burkinabé SMEs in the Moringa sector to produce more sustainably, diversify their product range and focus on different markets (both domestic, regional and EU) to become resilient and sustainable. A selected group of SMEs, already processing Moringa, will be supported and coached to start exporting to regional and EU markets and build sustainable business models. This will be done through the diversification of products and the promotion of more sustainable agricultural practices a.o. These models will be showcased to the Natural Ingredients sector as with the ambition for further sector take-up.

At the same time, the key ecological challenge of soil degradation (and indirectly reversing climate change) will also be addressed at sector-level, by strengthening existing initiatives (showcasing business opportunities) and, if needed, facilitating the set-up of new pilots for learning and testing, working together with NGOs, universities and cooperatives.

Finally, the project will also support the set-up and strengthening of an effective business service delivery system that facilitates SMEs to grow their exports. Services will be set up with supported business service providers and tested first with the participating SMEs. After a trial period (pilot approach), the aim is to scale up and include other SMEs as well to follow the example of the already participating SMEs.
The current Tender Document is written for the two different types of Consultants mentioned above:

1. **Expert for business export coaching and (sustainable) business case development**
   This expert will coach and train Burkina Faso Moringa processors (=exporters) in building a sustainable business case (through product diversification, different processing technics, improved agricultural practices etc.) around the export of Moringa. Besides, they will train the SMEs regarding their supply chain management and export management processes, and will work on improving cooperation and coordination between the processors and their suppliers. The target export market for this project is regional and EU, this expert will focus on the EU market.
   NB: The international expert will work closely together with a local expert to be contracted by CBI, outside the scope of this framework agreement. The international and local expert are expected to coordinate the work together, both with their own roles and responsibilities and contracts with CBI.
2. **Expert for Sustainable Sector Transformation**
   This expert will coach and guide sector stakeholders in effectuating systemic change/ a transition towards a resilient and sustainable sector, using the principles of a Sustainable Sector Transformation or Transition theories and the Market System Development approach. A special focus will be on sector collaboration and the development and support of pilot/initiatives on contribution to sustainability issue soil degradation throughout the programme period.
   NB: The international expert will work closely together with a local expert contracted by CBI, outside the scope of this framework agreement. The international and local expert are expected to coordinate the work together, both with their own roles and responsibilities and contracts with CBI.

Currently CBI is testing out various new approaches and methodologies in both project development and implementation. This implies that besides the above mentioned consultants, other consultants with specific expertise in these approaches and methodologies may be contracted to support the project.

1.4 Time frame

The schedule below applies to this tendering process.

2 September 2021	Issuing of publication, start of tendering period.
27 September 2021 before 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 (including the general terms and conditions) and the Data Processing Agreement.
7 October 2021	Issuing of Memorandum of Information
18 October 2021 before 13.00 pm CEST	Deadline for the receipt of Tenders and opening of Tenders by the Tendering authority.
18 October 2021 up to and including 9 November 2021	Assessment of Tenders.
9 November 2021	Announcement of the award of the Contract.
30 November 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.
24 November 2021	Deadline for the winning Tenderer to provide the evidence requested by the Tendering authority.
After 30 November 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

As mentioned above the overall project purpose is to:" Build and showcase sustainable Business Models in the moringa sector, through the promotion of export of Moringa and potential other exportable products to regional and EU markets, and by addressing ecological sustainability challenges through viable business models. So that economic and ecological value go together and reinforce each other."

Connected to this are the following Expected Outcomes for Phase 1 of the Project (both for the business export coaching part as well as the sector transition activities):

Business Export Coaching:

- Sufficient participants eligible for the project (minimum of 5)
- Demonstrated potential for viable business models with a central role for Moringa

Sector:

- Initial roadmap for sector transformation developed (participatory way), including agreements and commitments on the way forward with the key stakeholders
- Demonstrated potential for the development of pilots on the restoration of degraded soil

In case of a go-decision, during Phase 2 these will be further supported:

- Sector stakeholders carry out actions according to the roadmap. This includes the pilot projects.
- Processors have export marketing capacity in place.
- Processors have up-to-standards processing procedures in place.
- Processors have developed CSR strategies and policies and work according to these policies
- Processors will increase the amount of and income from exports.
- Employment in the processors' segment will increase
- Processors will have developed business models that ensure resilience and sustainability

In case of a no go decision, RVO will communicate a motivation that the project will not be continued after phase 1 and that the framework agreement will end.

Before continuing the project with Phase 2, CBI decides first if the expected outcomes have been reached well enough and if enough commitment among the stakeholders has been reached. If decided to continue with Phase 2 of the project, the objectives for this phase are, besides a further strengthening of the achievements in Phase 1, an actual increase in the amount of income from Moringa and other Natural Ingredients exports and an increase in employments in the processors' segment. The project seeks to obtain a sustainable sector transformation whereby the different aspects of the value chain are increasingly aligned towards a growth in export revenue and increased decent employment.

CBI is continuously developing its methodologies regarding project development and implementation and will focus more and more on bringing about systemic changes in sectors in order to set in motion a transformation towards more sustainable and inclusive sectors. In this respect the Sustainable Market Transformation theory and Market System Development (MSD)-approach was chosen as interesting approaches for future CBI project development and implementation. The project at hand in this respect is one of the pilot projects to test the opportunities, possible benefits and possible limitations of these new approaches for future CBI project development and implementation.

Besides the "learning" objective, the project seeks to achieve tangible results. Above all to support the development of sustainable business models at the level of Moringa processors but also in the development of business & marketing service delivery models that address the needs of Burkinabé businesses that seek to export and which are actually used by these businesses during and after the project's ending.

Sustainable Sector Transformation :

The project is designed based on the theory that the transition of markets towards sustainability in individual countries follows a transformation curve. As a sector moves through the various phases, the number of stakeholders who adopt sustainable practices increases until sustainability becomes a requirement for market entry.

The four phases are:

1. Inception phase
2. The competitive advantage phase
3. The pre-competitive collaboration phase
4. The institutionalization phase

The Moringa sector in Burkina Faso finds itself in the inception phase. At this moment, the active driver for sustainable change is Civil Society, with different NGOs and social enterprises setting up several projects and pilots. The market demand for Moringa finds itself in a niche and coordination of the sector is non-existent. There are some initiatives and some of the companies could make the step to become frontrunners and first movers. It is very important to design interventions that fit the phase the market finds itself in. Sector transformation is a step-wise process of improvement, which requires continuous rewarding of good performance and removal of worst practices. Each stakeholder has roles in each phase that also change during the transition. When moving from the inception phase towards the first movers' phase, it is important to work with the "willing and the able", and support and reward frontrunners. The focus of the project would be to create alternatives for current existing unsustainable outcomes and create conditions to change, and set up the sector more sustainably. By showing alternatives to SMEs, but also to cooperatives and farmers. By doing pilots and projects and partnerships with NGOs are an opportunity to shine and to learn what works and what doesn't. These lessons can be used to help bring about bigger, better and more lasting change in the future.

For this project this sector transformation approach mean that the project will play (as much as possible) a facilitator role instead of an implementer (direct delivery) role. To facilitate market actors and local institutions to find and develop solutions and services that address a particular constraint/opportunity instead of the services being provided by CBI (or other donor organizations) As part of this approach, CBI intends not to become part of the system, but thinks about an exit strategy from the beginning. Our goal is that these services will be focussed on the long-term and be sustainably set-up. Tenderers are expected to know the principles of these theories, and are willing to learn on these approaches.

2.2. Target Group and Beneficiaries

The target group for the activities under Lot 1, **Expert for business export coaching and (sustainable) business case development**, of this tender consists of:
- Moringa processors/exporters
- Moringa producers
- European buyers

The target group for the activities under Lot 2, **Expert for Sustainable Sector Transformation**, of this tender consists of:
- All stakeholders in the Moringa sector in Burkina Faso, especially (potential) business development service provides, incl. NGOs, civil society, universities.

The official working language for both lots is French, this includes the contact moments with the companies and main stakeholders (lot 1) and meetings with sector stakeholders (lot 2). The reporting language to CBI of the assignment is English. The consultant is expected to conduct meetings in the French language, and to be able to participate in French language sessions, discussions, and trainings. The consultant is not required to give training in the French language, or conduct high level strategic sector meetings in French. In case the consultant is not able to perform training or conduct high level strategic sector meetings in the French language, the Tenderer has to engage a translator, additional costs to be included in the daily rate.

2.3 Target Market

The target markets for this project are countries in Africa (regional trade), EU and EFTA countries where there is a demand for Moringa and other co-products.

2.4 Integrated approach

CBI projects seek to support the transformation to more resilient, sustainable and inclusive sectors in our target countries. CBI projects are as much as possible customized to the local situation, addressing those issues that impede sustainable export to Europe. CBI implements its projects on both export business level (Business Export Coaching - BEC) and institutional level, the so called export enabling environment (EEE). The scope of this tender includes both areas. In this project principles of the MSD approach will be applied where possible.

About Business Export Coaching (BEC)
A significant number of Processors have potential to increase their export performance, but lack sufficient export marketing knowledge/skills and export capacity in terms of diversification, value addition, supply chain management, quality norms & standards and accessing (the right) markets. With the objective of increasing international competitiveness and sustainable export growth, CBI will enable them to build their export competences. In the Burkina Faso Moringa sector, the target group is not yet exporting to Europe, or in very low quantities. Some may have exporting experience to regional markets. They are, however, not utilizing the full export potential, or are focussing on one product only. Improving their access to more and higher quality raw materials, raise awareness on the potential of other co-products, and improving their export marketing capabilities will enable the processors to increase their export performance.

The BEC-assistance will be provided during the complete duration of the project but will shift in focus from awareness raising on Moringa business opportunities at regional and/or EU markets, and business opportunities for co-products (e.g. Baobab, Shea etc.) and building a sustainable business model and improving supply chain management to export marketing and finding those customers that offer most added-value at a later stage.

- Individual export coaching: Export coaching will be provided to a group of approx. 6-8 selected companies, who comply with certain selection criteria (related to their potential on the European market, as well as their need for support and willingness to invest in new business models).
  Each company will receive 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, but also focus on supporting them in the development of a resilient and sustainable business model. Writing an Export Marketing Plan will be an element in this. 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 output areas like supply chain management, production, marketing, and human resources. Besides the missions, the consultant will provide distant coaching by Skype, Zoom, Webex, MS Teams, email, phone, etc. In the CBI's new strategy the aim is to reduce the environmental footprint as much as possible. Therefore, as much as possible, coaching and training will be done from a distance through digital means.
- Group training: Training sessions on location and online will be organized for all participating companies to train their management and staff in sector-wide issues in the scope of the supply chain management, production, marketing, and human resources output areas. The CBI project includes amongst others the following thematic sessions: marketing research, market access requirements, sustainability, effective trade fair participation, online marketing, HRM, CSR, supply chain management. For several thematic sessions specialized trainers outside the scope of this tender may be contracted by CBI.
- Market entry: Improved export marketing capacity of SMEs is an important prerequisite to establish direct access to export markets. Focus will be on both physical (e.g. trade fairs in Europe, buyers' missions) and digital (website and social media) strategies.

Many Moringa SMEs are not aware and familiar with commercial business opportunities for Moringa at regional and EU markets or of the added value of co-products. Also, quite often, they focus on one product only, with little attention for diversification. It is also a challenge for them to grow their businesses because of the lack of certification options and lab testing within the country; availability of access to finance and qualitative equipment. Also, the link between producers and processors is weak, which causes challenges in setting up a stable and sustainable supply flow. Better cooperation within the chain, and improved options for certification and lab testing, together with training of SMEs on business opportunities and skills to improve their business, would lead to SMEs who are more resilient and sustainable.

The CBI Business Export Coach will, in close cooperation with a local coach, work with the SMEs to work towards resilient and sustainable SMEs. Based on strong and sustainable business cases, worked out with each SME. At the same time, the connection between the processors and their producers, needs to be strengthened to ensure a stable and sustainable supply chain.

About the Sustainable Sector Transformation /Export Enabling Environment level

The project aims to bring together key stakeholders (the willing and able) to identify and recognize the key ecological sustainability challenges affecting the sector (focus: soil degradation), to safeguard the existence of the sector in the future. Part of this process will also be to explore and validate if the specific focus on soil degradation is substantiated After this identification, recognition and validation of the key challenges, the underlying root causes of these challenges (focus on soil degradation) will be defined and possible solutions will be identified and existing initiatives mapped. Existing initiatives that are already scoped will be strengthened and supported and lessons learned and key insights, will be shared with the broader sector. If there are gaps in these initiatives, it may be considered to facilitate the set-up of new pilots to address the root causes of soil degradation. The aim of this pathway is to build a business case where ecological restoration and economic opportunities go together. The pathway has a pilot/testing character, where solutions are tested with a smaller group and showcased to a larger group. This may eventually lay the foundation for improved sector collaboration and a sector strategy.

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. Also, key sustainability challenges affecting the position of the sector, such as soil degradation, require a strategy at sector level. 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 a (more) successful exporter.

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. a structured organization of the sector
4. an adequate physical infrastructure (modern roads, ports and airports)
5. efficient and transparent customs facilities
6. sufficient availability and accessibility of financial service providers and credit facilities
7. high-quality service providers, laboratories and certification bodies
8. adequately skilled export coaching human resources
9. sufficient local availability of competitively-priced key inputs for the production of export goods and services
10. a positive image of the country among buyers in the export destination markets

This project will focus on the alignment of the sector in order to create a more optimal export enabling environment.

The list above is a list of example elements, and are not necessarily the elements that will be addressed during this project.

2.5 Role of the consultants

Hereunder a description of the roles of the various consultants is given. The consultants carry out their work under the direct responsibility of the respective CBI Programme Manager in The Hague, who is in charge of the overall management, monitoring, budget and results of the project. The consultants contracted under this tender will closely work together among each other and with other consultants possibly contracted by CBI outside the framework of this tender, in order to reach the objectives of the project.

Lot 1. Expert for business export coaching and (sustainable) business case development
The consultant has three main responsibilities:

1. To support Burkinabé SMEs in the development of a viable business case with Moringa included.
2. To coach and train the companies in the Burkinabé Moringa sector to improve their export performance on EU markets.
3. To support Burkinabé SMES in improving their supply chain management.

The consultant:

- Phase 1: Carries out a Business Export Coaching (BEC) project starting in phase 1 of the project (potentially continuing in phase 2, see below). In order to improve the resilience of individual processors. The project will be carried out in close cooperation with a local expert; whereas the local expert will focus on market opportunities at regional markets, the international expert will focus on market opportunities at EU markets. Both experts will look at opportunities for Moringa (as the base of the project) but added with opportunities for other products (Natural Ingredients) that are relevant to build a stronger business case for the participants. It is expected to have around 6-10 SMEs eligible for participation in the CBI project.

  The BEC consultant will:

  i. Audit SMEs and advise the CBI on the selection of participants for the BEC.
  ii. Develop action plans together with the companies to make the necessary improvements on basis of the audits.
  iii. Advice the CBI Programme Manager on the amount and type of coaching and training to be given by the project to each individual processor on basis of its needs and financial capacities.
  iv. Provide coaching and training to the processors to support them making the necessary improvements.
  v. Provide advice and coaching on a viable business case per company.
- Phase 2: Carries out a follow-up Business Export Coaching (BEC) project during phase 2 of the overall project focusing on (direct) market linkages with EU buyers. For this BEC the selection of around 6-8 SMEs that has been made in phase 1, will continue to phase 2. In the framework of the BEC the consultant will:

  i. Extend the action plans of the selected processors regarding export marketing and management issues (marketing, product development, pricing, sales promotion, logistics, communication, market knowledge, applying market analysis, sustainability, company management, finance etc.) as discussed with the CBI Programme Manager.
  ii. Provide coaching and training to the selected processors to find and establish business linkages with European buyers.
  iii. Follow up in rolling out the business cases within each participating company.

The consultant in Phase 1 and 2:

- Co-organizes, facilitates and moderates processors group meetings to promote alignment between producers and processors.
- Supports in business development by opening up his/her 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.
- Assists the companies selected for participation in developing a CSR roadmap.
- Advises the companies on possible certification.
- Assists the companies selected for participation in an international trade fair, road show or other market entry activity and advises CBI, CBI project partners and participants in their preparations for these events.
- 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.
- Manages, directs and collaborates with a local consultant.

The average expected planning for the consultant activities in the project is 2 times a technical assistance mission (TAM) per year. In between the TAM missions or in case COVID 19 does not allow the consultant to travel, all contact with the stakeholders will be online via Distant Guidance. **Please note:** this planning might vary according to the needs of the project, the needs of the companies and external conditions that make international travel difficult. Furthermore, CBI will have a "digital first" strategy which means that, if possible, coaching and training will be done online. The (to be contracted) local consultant will play an important role by supporting the Expert for Business Export Coaching and exporters alignment in this. Decisions on allocation of activities will be taken by the CBI Programme Manager and supported by arguments taking into account the above mentioned factors as well as budget considerations.

Lot 2. Expert for Sustainable Sector Transformation
As mentioned above the overall project purpose is to:"Build and showcase sustainable Business Models in the moringa sector, through the promotion of export of Moringa and potential other exportable products to regional and EU markets, and by addressing ecological sustainability challenges through viable business models. So that economic and ecological value go together and reinforce each other."
Connected to this are the following Expected Outcomes at sector level for Phase 1 of the Project:
- Sector stakeholders share and are committed to a joint vision on the desired state of the sector and the key sustainability challenges that are to be tackled
- Initial roadmap for Sector Transformation developed (participatory way), including agreements and commitments on the way forward with the key stakeholders
- Demonstrated potential for the development of pilots on the restoration of degraded soil

The role and responsibility of the Sustainable Sector Transformation expert will be to:
- Advise and guide and monitor CBI staff and experts to carry out the project (according to sustainable market transformation principles, MSD principles or transition thinking).
- Advise and guide CBI and the sector stakeholders on relevant pilots or initiatives to effectively showcase the alternatives for more sustainable agri practices (with specific focus on soil degradation).
- Support the sector stakeholders in designing and implementing strategies and interventions to address underlying causes that hinder sustainable sector development.

The consultant:
- Monitors and guides the sector and stakeholders contents of the project approach.
- Advises the CBI on implementation of the project according to transition-principles.
- Organizes and facilitates roundtables and further root cause analysis where necessary. CBI will have a "digital first" strategy which means that, if possible, activities will be done online, however it is envisaged that 2 to 3 visits a year might be necessary in order to build a connection with the local stakeholders and providers.
- Builds and guides coalitions around pilots/initiatives to address the key sustainability challenge of soil degradation with all stakeholders including government organisations, universities, private sector associations, donor organisations and other stakeholders.
- Brings in best practices regarding Sustainable Market Transformation / Transitions from other sector development projects.
- Brings in experience with building effective multi stakeholder partnerships and assist stakeholders to build these partnerships around identified initiatives.
- Guide and assist the pilots and assist in showcasing the best practices interesting for the broader sector.

The planning for the consultant activities in the project will depend on the needs of the project, the needs of CBI staff and the needs of the companies and external conditions that make international travel difficult (e.g. Covid-19). Furthermore, CBI will have a "digital first" strategy which means that, if possible, coaching and training will be done online. The (to be contracted) local consultant will play an important role by supporting the international Experts in their work. Decisions on allocation of activities will be taken by the CBI Programme Manager and supported by arguments taking into account the above mentioned factors as well as budget considerations.

For all lots:
The planning of activities in the framework of the project might vary according to the needs of the companies and other stakeholders and external circumstances like Covid-19. Please refer to the description of the roles above for a general outline. CBI wants to decrease its environmental footprint and has a "digital first" strategy, which means that activities (involving the International CBI Consultants) must be done as much as possible through digital means. 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 in The Hague based Programme Manager(s) and Project Officers) and staff and experts of other development partner organisations (donors and the like).
Depending on the needs of the programme other external experts and other service providers, besides those under this tender, will be contracted by CBI, including local experts. The international experts are expected to coordinate the collaboration with the local experts, while the local expert has its own responsibilities and deliverables agreed upon with CBI.

2.7 Lots

The invitation to tender has been divided into two 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 (General Framework Agreements) we plan to arrange.
Individual tenderers and firms may submit proposals for more than one lot and can win more lots (if the labour capacity is available) and therefore can be awarded more contracts from this tender.

Lot	Number of framework agreements
1. Expert for Business Export Coaching and (sustainable) business case development	1
2. Expert for Sustainable Sector Transformation	1

2.8 Contract Period

The Tendering authority intends to conclude a Contract (General Framework Agreement) for every separate lot for the duration of Phase 1 (2 years). At the end of Phase 1 a Go / No-Go decision will be taken by CBI on continuation with Phase 2 of the project. This decision will be based on CBI's assessment whether the expected outcomes of Phase 1 (see under 2.1) have been reached well enough and if enough commitment among the stakeholders has been reached. In Case of a Go-decision the Tendering authority has the unilateral option to extend the Contract for Phase 2 with a period of 3 years.
The duration of the total contract period is estimated for 5 years because this is the duration of the CBI project in case both Phase 1 and Phase 2 will be executed. It is important for the participating companies and organizations that the consultant remains the same throughout the duration of the program.
In case of a No-Go decision, the contract could be extended with the maximum of 1 year, to end all activities properly.

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. Expert for business export coaching and (sustainable) business case development	total: 300.000 (phase 1: 100.000, phase 2: 200.000)
2. Expert for Sustainable Sector Transformation	total: 300.000 (phase 1: 100.000, phase 2: 200.000)

The estimated values are an indication from which no rights can be derived. Also, the estimation per phase is no more than an estimation. The division between phase 1 and phase 2 may change based on changed project needs and opportunities but the total budget stays within the total maximum amount of the Framework Agreement. This Tender Document was created using up-to-date knowledge and insights valid at the time of its formulation.

It is possible that the services specified in the contract may change in the event of political, budgetary, administrative or organisational developments within the Dutch government and the Tendering authority's expansion or contraction resulting from this, or changes to the Tendering authority's position within the government or to the targets that must be met. In the event such circumstances occur, the Tendering authority will consult with the Contractor.

3 Requirements to this assignment

This section includes the requirements set by the Tendering authority concerning the requested services and the prices and rates. 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 excluded from the tendering process.
The below mentioned requirements apply to all lots, or to specific lots when specified otherwise.

3.1 General requirements

For all lots:

1. Individual Tenderers and firms may submit proposals for more than one lot and can win more lots (**if the labour capacity is available**) and therefore can be awarded more contracts from this Tender.
2. The role in the assignment from the Tenderer and the other possible consortium partners' or subcontractors' needs to be clearly motivated and described in the proposal and described in your answer to the questions (award criteria) as stated in Chapter 5, related to the lot you are tendering for.
3. The expert must be able to act fully independent and without any conflict of interest as a representative of CBI in the NI sector, with specific focus on Moringa, in Burkina Faso. This entails, among others, that the expert should not be directly or indirectly contracted or employed by (or own) processing/selling parties in Burkina Faso or importing companies that trade in products covered by this tender from developing countries covered by this tender.
4. Demonstrable advanced communication skills in English, both spoken & written.
5. The official working language for both lots is French, this includes the contact moments with the companies and main stakeholders (lot 1) and meetings with sector stakeholders (lot 2). The reporting language to CBI of the assignment is English.
6. Demonstrable intermediate communication skills in the French language, both spoken and written. The consultant is expected to conduct meetings in the French language, and to be able to participate in French language sessions, discussions, and trainings. The consultant is not required to give training in the French language, or conduct high level strategic sector meetings in French. In case the consultant is not able to perform training or conduct high level strategic sector meetings in the French language, the Tenderer has to engage a translator, additional costs to be included in the daily rate.
7. Proven well-developed intercultural sensitivity skills.
8. Strongly developed political awareness and sensitivity.
9. Being a team player who can cooperate in diverse team structures (information sharing, conflict solving).
10. Reporting skills to communicate on activities, results and project progress.
11. Experience in coaching by using distant guidance techniques like e-mail, Skype, Zoom, WebEx, Teams and webinars.
12. Excellent and proven experience in coaching by using distant guidance techniques like e-mail and online tools like Skype, GoToWebinar, Zoom, WebEx, Teams for both individual meetings as for group coaching (at least two years of experience within the last five years).
13. Experience with conducting trainings and workshops in the English language regarding export and or market system development on location and virtually (at least 40 hours of experience during the last five years).
14. Demonstrable coaching and training skills.

15. Open-minded for the digital (and local) first strategy of CBI, with specific focus on low carbon footprint alternatives.
16. Experience with collaboration with local experts.

3.2 Requirements relating to professional experience and to knowledge (Lot 1: Expert for business export coaching and (sustainable) business case development)

1. At least five (5) years of experience in the EU Natural Ingredients market in a commercial/ technical or consultancy role during the last ten (10) years.
2. Experience with B2B marketing and promotion of Natural Ingredients in the EU market for at least three (3) years during the last eight (8) years.
3. At least two (2) years of experience within the last eight (8) years in individual coaching of Natural Ingredients processors/exporters.
4. At least 50 hours of experience with conducting trainings and workshops in developing countries in the English language regarding supply chain management in the Natural Ingredients during the last five (5) years.
5. Proven knowledge of the latest trends and developments, distribution channels, and market players in the EU in the Natural Ingredients markets.
6. Proven knowledge of Corporate Social Responsibility issues in the Natural Ingredients sector.
7. Profound knowledge of regulations and buyer requirements, incl. Corporate Social Responsibility in the European Natural Ingredients sector.
8. Proven knowledge of cost price calculation, quotation, terms of payment and price in relation to quality and markets in the Natural Ingredients sector.
9. Knowledge about business development, business models (structure and effectiveness), and required management skills for processors/exporters.
10. Up to date and active network of buyers in the EU Natural Ingredients markets.

3.3 Requirements relating to professional experience and to knowledge (lot 2: Expert for Sustainable Market Transformation

1. Proven Experience with organising roundtables regarding underlying root causes and building and guiding coalitions to make systemic changes.
2. Proven experience with jointly developing pilot projects to showcase alternative best practices.
3. Proven experience in sector transition processes.
4. Proven experience in setting up effective multi-stakeholder partnerships.
5. 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.
6. Proficiency to build a relationship network with other donor organisations, so that duplication is prevented and planning and thematic alignment is optimal.
7. Profound knowledge of models and best practices regarding public-private driven sector development in both developing and developed countries.

3.5 Requirements relating to the prices/rates

1. The Tenderer will provide the rate in euro applicable to this assignment by filling in the appendix entitled 'Prices/Rates'.
2. The rates must be in euros and be all inclusive. In any event, they must include all of the following: wage costs, overheads (e.g. accommodation and wage costs for support staff), costs relating to the usage of equipment and machinery during the assignment, insurance costs, any applicable costs for e-invoicing and local travel and local accommodation expenses. "Local" is in this case the country where the consultant is based. They do not include VAT.
3. **For lot 1 and 2**: In case your company is not located in Burkina Faso, you may, when carrying out assignments in Burkina Faso, invoice local expenses according the flat rates on the UN-DSA list. Accommodation and local travel expenses may be invoiced following at

the applicable Daily Subsistence Allowance (DSA) flat rates published by the International Civil Service Commission of the UN (https://icsc.un.org/)

   a. This list is updated on a regular basis. DSA is NOT applicable for consultants living in Burkina Faso.

4. **The maximum daily rate for lots 1 & 2 is € 700.- excl. VAT.**
5. The tenderer will not submit any zero or negative prices/rates, including for parts of the agreement.
6. The rate is fixed for the duration of the framework agreement and cannot be indexed.
7. The Tenderer will charge retrospectively based on actual costs and specify daily rate.

3.6 Tax-related requirements (for all lots)

1. The Tenderer indemnifies the Tendering authority against any claims from the Dutch Tax and Customs Administration (Belastingdienst) or other tax authorities.
2. The Tenderer will quote the prices according to the following structure:
   - the amount excluding Dutch VAT and any VAT due outside the EU;
   - the amount of Dutch VAT due (if applicable) and the amount of any VAT due outside the EU, and;
   - the amount including Dutch VAT (if applicable) and any VAT due outside the EU.
3. If the Tenderer indicates that no VAT is applicable, then he agrees to provide documentary proof of the grounds for this to the Tendering authority within fifteen calendar days of the request to do so.
4. You are liable for any extra costs for Dutch and/or foreign VAT due if you incorrectly charge no VAT or an incorrect amount of VAT to the Contracting 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 Contracting Authority procures a service from a foreign business and Dutch tax law considers the work to have been performed in the Netherlands, then the Contracting Authority is liable for the payment of VAT to the Dutch Tax and Customs Administration for this/these service(s) performed in the Netherlands.
5. You guarantee that the amounts specified in the quotation are inclusive of all taxes and levies (including amounts considered equivalent to taxes or levies), regardless of their description and wherever in the world they may have been levied.
6. You indemnify the Contracting 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.
7. Given the nature of this assignment, which includes development cooperation that exclusively benefits developing countries, a VAT rate of 0% applies to the amount specified on the quotation provided the Contractor is **established in the Netherlands** and his organisation is registered as an entrepreneur for VAT purposes. **For extra certainty in this matter**, you can request a declaration of exemption from VAT from the tax inspector. More information on this matter can be found within the decree issued by the Ministry of Finance on 21 September 2015 (no. BLKB/2015/76M).
8. 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.
9. It is not allowed to charge Netherlands VAT over this amount if the registered office off the contractor is outside The Netherlands. RVO pays the Netherlands VAT to the Netherlands tax authority.

3.7 Invoicing requirements (for all lots)

1. The payment schedule will be agreed upon in the further agreement.
2. 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 Peppol
- E-invoicing through a service provider.

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 which 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. As for certain reasons (e.g. health) the CBI programme Manager may give permission to fly Business Class when requested.
- See: 3.5 Requirements relating to the prices/rates.

3.9 Covid-19 and changes

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, or any other circumstance, 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.

CBI is concerned about the safety of its staff and of its contracted consultants. This means that the CBI will not allow its staff and consultants to travel on behalf of CBI to regions earmarked as orange (or red) by the Netherlands' governmental travel advice. In case the travel advice changes from yellow to orange when the consultant is on mission, he or she will be asked to return as soon as possible. CBI aims to reduce its environmental footprint. Therefore it will aim to minimize air travel of staff and consultants as much as possible. Guidance should be done as much as possible through digital means. Travel should only be done if this is necessary to safeguard the quality of CBI service provision. In case it is decided travel is necessary to provide the quality of service that CBI aims to and safety conditions make it impossible to travel, the in this case second option of digital assistance should be explored or the mission should be postponed. The final decision on this will be made by the CBI programme manager. The Contractor, including his/her personnel is expected to adhere to the basic rules that apply in the Netherlands or in the country(/ies) concerned (such as use of facemasks, the required distance between people, etcetera) in the execution of the assignment.

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.
Where a legally valid signature is required, the Contracting Authority accepts, in addition to an original handwritten signature, also the qualified electronic signature within the meaning of art. 3: 15a of the Civil Code. Please see 7.3.15 of this Tender document.

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 if provisional award is given. **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 Natural Ingredients processors on sustainable supply chain management and marketing to the EU. - B2B marketing and promotion of Natural Ingredients at the EU market.

Core Competences Lot 2
- Setting up and moderating roundtable meetings for root cause analysis and guide coalitions implementing systemic change. - Proven experience in sector transition processes

By signing the 'European Single Procurement Document', the Tenderer declares that he has carried out at least **one** reference assignment for each of the core competences listed above that meets the following minimum requirements:

- The subject of the reference assignment must be comparable to the core competence in question. The reference assignment must have been executed or completed within the three years prior to the closing date for the submission of tenders. If the Tenderer uses an assignment that is not yet fully complete, then only the completed results of the ongoing assignment can be submitted for reference purposes: projected results cannot be taken into consideration.

The reference assignment must have been executed for an international or local 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. The role in the assignment from the tenderer and the other possible consortium partners or subcontractors needs to be clearly motivated and described.

Evidence (do not submit together with the Tender – only submit when requested by the Tendering authority)**:** Provide one reference assignment for the core competences mentioned above. The reference(s) must be signed by the referee (the Contracting authority in question). If required, the Contracting Authority reserves the right to check the accuracy and completeness of the references and to contact one or more of the reference parties without the Tenderer’s involvement or permission.

4.3.3 Professional/trade register extract

The Tendering authority expects the Tenderer to be authorised to practise his trade. For this reason, the Tendering authority reserves the right to ask the Tenderer to demonstrate that he is registered in the professional register or in the trade register referred to in Annex XI of EU Directive 2014/24/EU in accordance with the regulations applicable in the country in which he is established.
It is also vital that the signed documents included in the Tender have been signed by a legally authorised representative of the Tenderer. For this reason, the Tendering authority can also ask the Tenderer who is awarded the contract to demonstrate the legal validity of the signature.

Evidence (do not submit together with the Tender – only submit when requested by the Tendering authority). In order to establish the legal validity of the signed statements, declarations and other evidence, it is vital that a recent and up-to-date (**max. six months old**, counted from the time of submission of the Tender) extract from the professional register or trade register is provided in compliance with the provisions stipulated in Section 2.98 of the Public Procurement Act. The extract must demonstrate the legal authorisation of the signatory. If the signatory of the statements, declarations and other evidence is not featured on the extract, then authorisation of the signatory must be provided by one of the parties featured on the extract, in the form of a statement declaring that the signatory was authorised to legally bind the Tenderer at the time that he signed the documents. In the event that the Tender involves a collaboration (consortium), then every member of this collaboration must provide the aforementioned evidence separately.

5. Award criteria and assessment

5.1 Introduction

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

The assessment consists of 3 steps.

a. A maximum of **90 points** can be obtained for your response to the “written” award criteria as described in 5.2.1 up to and including 5.2.4 for lot 1 and 5.2.5 up to and including 5.2.8 for lot 2. 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 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 on the award criteria:

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 C.V. All used examples have to be related to the C.V. of the consultant who executes the assignment (also in case of a consortium or subcontractor). Please hand in a C.V.
3. The role in the assignment from the Tenderer and the other possible consortium partners or subcontractors needs to be clearly motivated and described in your proposal and your answer to the questions (award criteria) as stated in this Chapter 5, related to the lot you are tendering for.
4. Provide the number of examples which is asked. In case not all examples are provided, fewer points will be awarded.
5. Describe the answers in your Tender for the award criteria in this Chapter 5 in order of the given award criteria.

Award Criteria:

<u>Lot 1. Expert for Business Export Coaching and (sustainable) business case development</u>

5.2.1 Preferences relating to coaching and advising experience with SMEs in Natural Ingredients on business development, economic growth and export related topics

Describe in a concise manner your experience in coaching and advising SMEs in a lower or middle income country context on improvements in their business processes that have led them to successfully exporting. Both on location (physical meeting) and on distance (phone, email, Skype, Zoom/Webex/ MS Teams, GotoWebinar). If you have experience in the Natural Ingredients sector, please include that in your answer.

<u>Provide two examples</u> (in a concise manner) in which you’ve successfully coached and supported SMEs to develop and implement an action plan with improvements that led to successful export of their products to the EU. Describe your role, your approach, the obstacles encountered and critical factors for success. Extra points within the maximum of 25 points will be given for experience in French-speaking Africa and experience with SMEs processing Moringa.

Please show in your answer at least that you are familiar with the issues and challenges for SMEs in Natural Ingredients who are starting their journey of exports to EU markets.

Max. points available	Assessment aspects:
25	Level of experience in coaching/supporting Natural Ingredients processors/exporters in least developed and lower and middle income countries with a focus on exporting to Europe.

5.2.2 Preferences relating to sustainable business case development support to SMEs
Describe in a concise manner your experience in sustainable business case development and your experience in coaching SMEs to develop new business models. With sustainability it is meant both economical sustainability (incl. diversification of products and markets) and ecological sustainability (incl. sustainable sourcing and production).

Give two examples of business model development with SMEs in a lower or middle income country context where you advised a company from a less sustainable business model towards a more sustainable business model. Please show in your answer that you are familiar with the sustainability issues SMEs will encounter, both economic and ecological.

Extra points within the maximum of 25 points will be given for experience in French-speaking Africa and experience with SMEs processing Moringa.

Max. points available	Assessment aspects:
25	Level of knowledge and experience on sustainable business model development.

5.2.3 Preferences relating to your network among European buyers of NI
Describe your specific networks in the various European source markets for NI. Describe your experience in using these networks to establish matches between European buyers and exporters from developing countries in the NI sector (one-to-one match-making, trade fairs, buyers/seller missions, mentoring).

Give two examples (in a concise manner) describing your approach for successful matchmaking.

Max. points available	Assessment aspects:
20	Level of knowledge of NI networks and experience in using these networks to strengthen cooperation between European importers and NI processors from least developed and lower and middle income countries.

5.2.4. Preferences relating to your knowledge on regional market opportunities for NI (or have access to this specific knowledge through collaboration with a local consultant).

Describe your knowledge on and experience with regional market opportunities for NI. Give one example of experience on entering African markets with African processors/exporters. Describe your approach for coaching Burkinabé SMEs to prepare for regional markets. If you don't have this knowledge yourself yet, your answer may include the possibility to work together with a local network. Please indicate in your answer how you will ensure knowledge on regional market opportunities.

Max. points available	Assessment aspects:
20	Level of knowledge of Natural Ingredients networks and experience in using these networks to find regional market opportunities.

Lot 2. Expert for Sustainable Sector Transformation

5.2.5 Preferences relating to experience with jointly developing pilot projects to address sustainability issues (incl. showcasing) based on a root cause analysis
Describe in a concise manner your experience on developing pilot projects to address sustainability issues.

Provide at least one example of a successful pilot project that addressed a sustainability challenge, that was related to improving agricultural practices. Please describe which sustainability challenge was addressed, what the root cause analysis has shown, what the pilot aimed for, and what the results were. Additional points within the maximum of 25 points will be given for experiences in French-speaking Africa and for an example of a pilot project addressing a sustainability issue related to agriculture practice.

Max. points available	Assessment aspects:
25	Level of experience in turning results of a root cause analysis on sustainability issues into effective learning pilots to address the underlying issues.

5.2.6. Preferences relating to guiding multi-stakeholder coalitions towards sustainable market transformation
Describe in a concise manner your (and of the whole team you are tendering with, like subcontractors/ consortia and other employees) experience in building and guiding coalitions of stakeholders to implement activities that lead to sustainable market transformation, based on systemic change.

Provide one example in which you describe your approach, the obstacles encountered, critical factors for success and the longer term impact. Please describe the initial state of the sector and the transition you have supported.

Please show in your answer at least that you are familiar with the issues and challenges regarding applying the method, your level of relevant experience. Additional points for experience with West African / Burkinabé sector stakeholders.

Max. points available	Assessment aspects:
20	Level of experience in building and guiding multi-stakeholder coalitions in designing activities leading to sustainable market transformation and systemic change.

5.2.7 Preferences relating to your local network of key NI sector stakeholders in Burkina Faso, or have access to a local network through a local consultant.
Describe in a concise manner your local network of key sector stakeholders in NI in Burkina Faso, or describe how you have access to a local network through a local consultant.

Give one example of experience on working with relevant NI sector stakeholders in Burkina Faso. Describe your approach and how you gained access to this local network. Describe the local network you have, and how you work together with your network and local experts. Give one example that describes that you are familiar with different stakeholders in the NI sector in West Africa, like companies, NGOs, universities, social enterprises, government bodies etc. Additional points within the maximum of 20 points will be given for examples in Burkina Faso.

Max. points available	Assessment aspects:
20	Level of relevant stakeholders in the network, or access to such network. A diverse network within the NI sector in Burkina (companies, associations, government, chamber, etc.).

5.2.8 Preferences relating to managing multi-stakeholder projects/programmes.
Describe in a concise manner your experience with managing multi-stakeholder projects in a lower or middle income country (preferably Burkina Faso).

Give one example (in a concise manner) describing your role and approach, obstacles encountered and critical factors for success.

Max. points available	Assessment aspects:
25	Level of experience with managing multi-stakeholder projects.

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 (max 10 points)

Lot 1 and Lot 2:

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.

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. If the daily rate is higher than € 700.- excl. VAT for lots 1 and 2, the Tender is set aside and excluded from further participation in the tendering process.
3. The total score (written responses + price) will be determined. The maximum total points that can be obtained is **100 points.**

Please provide all the number of examples which are asked in Chapter 5. In case not all examples are provided, fewer points will be awarded.

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: 5.2.1 Preferences relating to coaching and advising experience with SMEs in Natural Ingredients on business development, economic growth and export related topics

Lot 2: 5.2.5 Preferences relating to experience with jointly developing pilot projects to address sustainability issues related (incl. showcasing) based on a root cause analysis

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

6.5 Assessment of evidence

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

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

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

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

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

7. Submission procedure for Tenders

7.1 Statement of agreement

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

7.2 Time Frame

See time frame in Subsection 1.4.

7.3 General procedure

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

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

7.3.1 Communication

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

Once you have indicated your interest in this invitation to tender on TenderNed, you can send and receive messages about this tender process via 'My Tenders'. Any questions concerning the tender process can be sent to the Tendering authority's contact person via TenderNed.
You will receive messages via TenderNed. Via your personal TenderNed settings, you can turn on automatic notifications, including notifications to your private email address. It is your responsibility to ensure that these emails are not blocked by your email provider's security system.
If the communication cannot be conducted via TenderNed, you can contact the following contact person(s): Ms. Andjanie Ramadhin: andjanie.ramadhin@rvo.nl

Attempts to directly contact parties other than the contact person(s) stated above in relation to this tender process are prohibited.

If you have any functional or technical questions regarding TenderNed, you can contact the TenderNed service desk on weekdays between 08:30 and 18:00 CET on 0800-8363376 or via servicedesk@tenderned.nl. You can also consult the eHandbook via http://www.tenderned.nl/egids/.

7.3.2 eHerkenning

All TenderNed users affiliated with a Dutch company registered with the Dutch Chamber of Commerce are obliged to log in and register using eHerkenning.
This obligation does not apply to companies not registered in the Netherlands.
Visit http://www.tenderned.nl/eherkenning-en-tenderned-0 for more information about eHerkenning, including the terms and conditions. You are responsible for any consequences arising from the failure to register with eHerkenning in a timely manner.

7.3.3 Questions and additional information/changes

During the procedure, you have the opportunity to ask questions. Ask your questions as soon as possible. All questions will be answered anonymously. The Tendering authority can answer your questions via TenderNed in two ways:

- Via one or more Memoranda of Information.
- By means of the TenderNed 'Questions and Answers' facility.

The deadline for submission of your questions is specified in the schedule (see section 1.4). 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 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' (1.4) and it is a final deadline.

In order to submit a Tender, you must register with TenderNed. One or more registered users must be connected and authorised to submit the Tender via TenderNed on behalf of your company. **The Tendering authority advises that you start the TenderNed registration process immediately rather than postponing it until the tendering period is coming to a close.** Upon registering your organisation, you must add 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 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 duecare.

7.3.14 Structure and content of the Tender

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

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

Subject	Description	Action required from tenderer
Annex 1	European Single Procurement Document*	Fill in, legally sign and add to TenderNed
Award criteria	Tender, including a general response to the Tendering authority's award criteria.	Add to TenderNed
'Prices/Rates' annex	Prices/rates included in the quotation	Fill in, legally sign and add to TenderNed
CV and examples asked at the Award criteria	CV('s), examples. Remember to write your proposal in order of the given award criteria in Chapter 5.	Add to TenderNed

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

7.3.15 Legal binding signature

A legally binding signature means that a document has been signed by a duly authorized representative. If it is recorded in the professional or company register that two or more persons only have joint powers of representation, then the documents requiring a legally binding signature must be signed by those two or more persons. If any restrictions are in place regarding the authorization to represent the organization, then these must be taken into account.

Where a legally binding signature is required, the Contracting Authority accepts, in addition to an original handwritten signature, also the qualified electronic signature within the meaning of article 3: 15a of the Civil Code (or EU Regulation no. 910/2014, article 3, part 12).

Please note: it is not possible to sign the European Single Procurement Document with a qualified electronic signature immediately. You can provide the ESPD with a handwritten signature or you must make a digital PDF printout of the PDF form, after which the qualified electronic signature can be placed on this digital PDF printout.

The lack of a legally binding signature in principle will lead to exclusion from the tendering procedure. In that case, however, you will be given one single opportunity to correct it within 48 hours.

7.3.16 Submission of a Tender in collaboration with other organisations

If you cannot carry out the assignment independently, you can set up a collaboration with other organisations. 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 role in the assignment from the Tenderer and the other possible consortium partners or subcontractors needs to be clearly motivated and described in the proposal and described in your answer to the questions (award criteria) as stated in Chapter 5.

There are two ways in which you can submit a Tender in collaboration:
1) As a consortium in which each member of the consortium is jointly and severally liable for the fulfilment of the obligations arising from the Tender as well as the fulfilment of the Contract.
2) In a principal contractor-subcontractor structure in which the Contractor is liable for the fulfilment of all obligations, including the obligations that will be subcontracted.

Tendering as a consortium
If a Tender is submitted by a consortium, then:
- Every member of the consortium must fill in and legally sign a separate 'European Single Procurement Document', which also includes a specification of who the consortium members are (see Part II of the 'European Single Procurement Document'). Indicate the role each member plays within the consortium. In the 'European Single Procurement Document', you

must indicate who is in charge of the consortium (who is lead manager) and will act as its authorised representative.

- All organisations in the consortium accept joint and several liability for the fulfilment of the obligations arising from the Tender and the eventual fulfilment of the Contract.
- If a consortium member relies upon the capacity of another entity in order to demonstrate compliance with the applicable Suitability Requirements, then the entities in question must complete and sign Part II C of the 'European Single Procurement Document' (in compliance with the provisions specified below in the subsection 'Submitting a tender together with subcontractors' in the eventuality that subcontractors are obliged to demonstrate their capacity).
- Every member of the consortium, for their part, must provide the evidence requested for the Tender.

Submitting a tender as a principal contractor together with subcontractors
If a Tender is submitted by a principal contractor that does *not* rely upon the capacity of any subcontractors, then only the principal contractor is required to complete and legally sign Part II D of the 'European Single Procurement Document'.

If the principal contractor *does* rely on the capacity of subcontractors in order to demonstrate compliance with the applicable Suitability Requirements, then the subcontractor(s) in question must also complete and legally sign Part II C of the 'European Single Procurement Document'.

The principal contractor is fully liable for the fulfilment of the obligations arising from the Tender as well as the fulfilment of the contract (if awarded). In addition, the principal contractor is liable for the fulfilment of the obligations for which he has hired the subcontractor(s).

All completed and legally signed 'European Single Procurement Document' forms must be added to the Tender.

Upon the award of the Contract , the Tendering authority will request – prior to the commencement of the Contract – that the successful principal contractor provides the following information:
the name, contact details and legal representatives of the subcontractor that will be involved in the execution of the services.

7.3.17 Single Tender

All natural persons, legal entities and organisations may only submit a single Tender, for one or multiple lots (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 process. 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 process 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 process. 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 Dutch or English and French. Working language is French, reporting language is English.

7.3.20 General terms and conditions

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

7.3.21 Contract conditions

The draft Contract, 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 on the basis of the award criteria in the request for quotation.

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
Annex 4: General conditions ARVODI 2018
Annex 5: "Brochure E-factureren Rijksoverheid"
Annex 6: Complaints Procedure
Annex 7: Draft Data Processing Agreement